

Report to Community and Protective Services Committee

To: Chair and Members
Community and Protective Services Committee

From: Kevin Dickins, Deputy City Manager, Social and Health Development

Subject: RBB Innovations Ltd. (o/a One Human Service Network “OneHSN”) Agreement

Date: April 29, 2024

Recommendation

That, on the recommendation of the Deputy City Manager, Social and Health Development, that the following actions BE TAKEN with respect to RBB Innovations Ltd. (o/a One Human Service Network “OneHSN”) Agreement report that;

- 1) the attached proposed by-law (Appendix “A”) **BE INTRODUCED** at the Municipal Council meeting of April 23, 2024, to:
 - a) **AUTHORIZE AND APPROVE** the agreement with RBB Innovations Ltd. for a web-based solution to support a centralized child care information and waitlist system, as attached as “Schedule 1”,
 - b) the Mayor and the City Clerk **BE AUTHORIZED** to execute the above-noted Agreement,
 - c) **DELEGATE** the Deputy City Manager, Social and Health Development, or their written designate, authority to approve renewals and amendments to this agreement authorized and approved in part a) above, as set out in the by-law,
 - d) That Civic Administration **BE AUTHORIZED** to undertake all administrative acts which are necessary in relation to this project, and
 - e) That the approval given herein **BE CONDITIONAL** upon the Corporation entering into or amending a Purchase of Service Agreement with the program.

Executive Summary

The City of London, serving as the Service System Manager (SSM) for Child Care and Early Years in London and Middlesex, is dedicated to modernizing the child care sector and enhancing experiences for both parents and service providers.

At the Municipal Council meeting held on November 20, 2012, By-law No. A.-6890-329 was passed, authorizing the City to enter into a Sole Source agreement with RBB Innovations Ltd. for the provision of the web-based solution Childcare Connect, formerly known as OneHSN Child Care or "OneList." The purpose of the web platform is to connect families with licensed child care programs, facilitate waitlist management for child care providers, and provide crucial data for service system planning by the SSM. The agreement was evergreen with an option to terminate with six (6) months' notice.

It was identified through The City of London Vendor Risk Management Audit in 2023 that, although the by-law was signed, the 2012 agreement had not been fully executed by the City. Despite the unexecuted agreement, both parties have been operating in accordance with its terms since inception. This report acknowledges the oversight of the document execution, and seeks to rectify the situation by passing a by-law to enter into a new agreement with RBB Innovations Ltd. for the continued use of the Childcare Connect platform.

Childcare Connect is currently utilized by 208 licensed child care sites and 3 licensed home child care agencies in London-Middlesex. With 1,105 children registered on the

platform seeking care within the next three months and 4,829 unique children on the waitlist, the platform plays a pivotal role in addressing child care needs in the community.

RBB Innovations Ltd. remains the exclusive provider of the Childcare Connect platform across the province, benefiting numerous Service System Managers. Approving this agreement ensures continuity of access for parents and child care licensees to the waitlist while presenting opportunities for enhancing platform functionality for the benefit of families, operators, and the City as SSM. Funding for this agreement is available within the approved operating budget for the Child Care and Early Years team.

Leveraging technology through solutions like Childcare Connect is essential for meeting the evolving demands of families and child care providers amidst increasing licensed child care demand. The updated by-law would continue to support child care accessibility and efficiency, aligning with the commitment to connect parents with licensed child care services.

Discussion and Consideration

1.0 Background Information

1.1 Previous Reports Related to this Matter

- Sole Source Purchase of a license for a centralized child care waitlist application (CPSC: November 12, 2012)

1.2 Alignment with Council's Strategic Plan

- Strategic Area of Focus: Wellbeing and Safety
 - Expected Result: Londoners have access to quality, affordable, and timely services.
 - Strategy: Support the delivery of, and timely access to, high-quality licensed child care and early years opportunities for families.

1.3 Service System Management of Child Care and Early Years

The City of London is the designated Service System Manager (SSM) for Child Care and Early Years in London and Middlesex, operating on behalf of the Ministry of Education. The responsibilities and authorities of a SSM, as outlined in the Child Care and Early Years Act, 2014, include system planning, fee subsidy provision, operating funding administration, system capacity-building, and special needs resourcing for licensed child care and early years services.

Through a Cost Apportionment and Agency Agreement, The County of Middlesex serves as the Service Delivery Agent for child care services on behalf of the City of London in Middlesex County. Civic Administration and County staff collaborate to serve operators and families effectively, responding to pressures and opportunities within the service area.

2.0 RBB Innovations Ltd. Contract Update

2.1 Background

Childcare Connect, formerly known as "OneList," is a web-based platform facilitating access to licensed child care for families by connecting them with licensed child care operators. This service has been provided in London-Middlesex since 2012

The platform simplifies the search for licensed child care locations, allowing parents to match their specific needs with available services, including those participating in the Canada Wide Early Learning and Child Care Agreement. By completing an online application, families can select their preferred child care centers to communicate their interest having their child placed at a location. Operators can inform families about their program and directly place children from the Childcare Connect platform into their program according to their policies, streamlining the waitlist management process and enhancing efficiency for child care licensees.

In early 2023, Civic Administration initiated a review of the Childcare Connect platform, driven by feedback from parents, operators, and internal staff. This review focused on functional and contractual aspects to inform subsequent recommendations for improvement.

2.2 Functional Review of Childcare Connect

The functional review aimed to assess the platform's effectiveness and alignment with the objectives of key interest holders. It included operator focus groups and engagement with families through surveys to gather feedback on user experiences.

The process also included a review of requirements and usage of the Childcare Connect platform across other jurisdictions, and an exploration of alternative solution options that could provide the same key components of connecting families to care, waitlist management for licensees and data for service system planning (none were identified).

The review highlighted the benefits of continued use of the platform for families, operators, and Civic Administration, and opportunities to leverage and maximize functionality of the platform. The feedback from families and licensees informed steps taken by Civic Administration to enhance effectiveness, including mandating consistent platform use by all contracted licensed child care operators across the service area; implementing technical elements to support improved communication between families and operators, and enhancements in data reporting to inform system planning. Civic Administration has provided additional support to licensees through training and one-to-one support, and will continue to work collaboratively with licensees and the Vendor to monitor and support the effective use of the platform for the purposes identified in this report.

2.3 Contract Review with RBB Innovations Ltd.

The purpose of the contract review was to assess the structure and terms of the 2012 agreement, and to amend agreement terms to better reflect current requirements of both the Vendor and the City.

The review confirmed that the existing scope of work for the Childcare Connect platform has the functionality to continue to meet the needs of the community, as well as provide opportunities for improvement focused on consistency in use by licensees and effective communication to families. Civic Administration continues to be a member of the Childcare Connect user group and can submit recommendations for enhancements to the Vendor. The Childcare Connect platform is utilized across the province in many jurisdictions, and enhancements requested and implemented in one jurisdiction often become available to all users for the purchased module.

The review identified a benefit to adding a fixed term to the agreement, and it has been updated to reflect a term commencing May 1, 2024, through to April 30, 2025, with the option to extend for four (4) additional one (1) year terms.

The Agreement attached to this report has been reviewed by Privacy, Legal, Risk, ITS, Procurement and Finance

Indemnity Risk Exposure:

The Agreement contains an indemnity provision in Article 13.6.1:

The Purchaser shall indemnify and hold the Vendor and all its Personnel, board members, and shareholders harmless from any and all Claims brought against it arising out of the operational utilization of the Goods and/or Services by the Purchaser and its Personnel save, and except where said Claims occur as a result of the breach of this Agreement by the Vendor or the Vendors gross negligence or willful misconduct or the failure of the Goods and/or Services to meet Specifications.

This provision exposes the City of London to potentially unlimited liability. The Vendor is not willing to remove this provision. In the opinion of Risk Management, this should not stop the City of London from moving forward with final approval of this agreement as the benefits of this service outweigh the potential risks, and the City has appropriate risk control and transfer measures in place.

2.4 Recommendation and Rationale

Civic Administration recommends continuing the use of the RBB Innovations Ltd. (o/a OneHSN) platform, under the terms outlined as attached as Schedule “1” as attached to the by-law, under Schedule “B”, s. 6. of the City of London’s [Procurement of Goods and Services Policy](#), which identifies an exemption from the policy for “Ongoing maintenance and actions to maintain present functionality of existing computer hardware and software.” The by-law introduced in this report will resolve the oversight of the execution of the original contract.

The continued use of Childcare Connect will sustain the current platform that supports the connection of over 4,000 families to licensed child care. The technology platform, coupled with support to licensees to use the full functionality to communicate with families, will benefit families by making it significantly easier to navigate the licensed child care options available to them across London-Middlesex, and improve waitlist data for monitoring and decision-making by the SSM.

3.0 Financial Implications

The cost of the Childcare Connect platform has been accommodated within the existing Child Care and Early Years operating budget and can be over the lifespan of the contract. Utilizing the full functionality of the platform will support families to communicate with licensees, allow child care licensees to manage the demand for care and communicate effectively with families needing care, and the SSM to collect data for system planning.

Conclusion

Entering into the updated agreement with RBB Innovations Ltd. for the Childcare Connect platform supports the City’s Strategy to support the delivery of, and timely access to, high-quality licensed child care and early years opportunities for families. The platform serves as a vital tool in modernizing the child care sector, facilitating better communication between families, licensed child care providers and the City, and aligns with the City’s commitment to enhancing child care accessibility and efficiency. The comprehensive reviews conducted underscored the platform’s value, highlighting opportunities for the use of enhanced functionality while ensuring cost-effectiveness within the existing budget. By moving forward with this agreement, the City can adhere to its obligations as the Service System Manager (SSM) and meet the evolving needs of families and child care providers. Therefore, Council’s endorsement of this agreement is paramount for advancing our strategic objectives and improving service delivery in the child care sector.

Prepared by: Adrienne Small, Manager, System Operations, Child Care and Early Years
Submitted by: Shirley Glover, Director, Child Care and Early Years
Recommended by: Kevin Dickins, Deputy City Manager, Social and Health Development

APPENDIX "A"

Bill No.

2024

By-law No.

A By-law to approve the contract between The Corporation of the City of London and RBB Innovations Ltd. o/a One Human Services Network; and to authorize the Mayor and the City Clerk to execute the Agreement

WHEREAS section 2 of the *Municipal Act, 2001*, S.O. 2001, c.25 provides that The Corporation of the City of London (the "City") has responsibility for fostering the current and future economic and social well-being of London, and for providing the services and other things that it considers are necessary or desirable for London;

AND WHEREAS subsection 5(3) of the *Municipal Act, 2001*, S.O. 2014, c. 11, as amended, provides that a municipal power shall be exercised by by-law;

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

AND WHEREAS section 10 of the *Municipal Act, 2001* provides that the City may provide any service or thing that the City considers necessary or desirable for the public, and may pass by-laws respecting same, and respecting economic, social and environmental well-being of the City, and the health, safety and well-being of persons;

AND WHEREAS section 57 of the *Child Care and Early Years Act, 2014* states that the City may fund and provide financial assistance for other programs or services prescribed by the regulations that provide or support temporary care for or supervision of children; or that provide assistance to persons who operate child care and early years programs and services to improve their capabilities in relation to matters such as governance, financial management and the planning and delivery of programs and services;

AND WHEREAS under section 2 of Ontario Regulation 138/15 under the *Child Care and Early Years Act, 2014* the City of London is designated as the service system manager for the geographic service area of City of London and County of Middlesex;

AND WHEREAS subsection 57(2) of the *Child Care and Early Years Act, 2014* states that the City may use its powers under section 9 of the *Municipal Act, 2001* for the purposes of the *Child Care and Early Years Act, 2014*;

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

1. The Agreement attached as Schedule "1" to this by-law between RBB Innovations Ltd. (o/a One Human Services Network) and The Corporation of the City of London for a web-based solution to support a centralized child care information and waitlist system ("Childcare Connect"), is hereby authorized and approved.
2. The Mayor and the City Clerk are authorized to execute the agreement authorized and approved under section 1 of this by-law.
3. The Deputy City Manager, Social and Health Development, for the City of London, or their written designate, is delegated the authority to approve

renewals and amendments to this agreement on the condition that same:

- i. are consistent with the requirements contained in the Agreement approved under section 1 of this by-law;
 - ii. do not require additional funding or are provided for in the City's current budget; and
 - iii. do not increase the indebtedness or liabilities of The Corporation of the City of London.
4. Civic Administration be authorized to undertake all administrative acts which are necessary in relation to this project.
 5. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on May 14, 2024.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First reading -
Second reading –
Third reading –

Schedule 1

supply SOFTWARE-AS-A-SERVICE AND CUSTOMER SUCCESS SERVICES AGREEMENT (OneHSN Childcare Connect Platform)

THIS AGREEMENT was made as of _____ ("Effective Date")

B E T W E E N

The Corporation of the City of London
(Hereinafter referred to as the "Purchaser")

-and-

RBB Innovations Ltd. o/a One Human Service Network
(Hereinafter referred to as the "Vendor")

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties covenant and agree as follows:

1. DEFINITIONS

- 1.1. In this Agreement and in any documents to be delivered pursuant hereto and in any documents delivered in connection with the completion of the transactions completed herein, words and expressions parenthetically defined shall have the meaning therein provided; however, all capitalized terms noted below shall have the following meanings regardless, with such definitions applying to both the singular and plural forms of any such words and terms:
 - 1.1.1. "After Hours" means the delivery of Goods and/or the provision of Services after Business Hours and which may not adhere to the Business Day and therefore might include Saturday-Sunday, statutory or civic holidays observed in the Province of Ontario or by the Purchaser, in addition to Goods being delivered and/or Services being offered Monday to Friday.
 - 1.1.2. "Agreement" means this Agreement and any Schedule, Appendix, Change Order, Notice, Amendment, and/or any other document, which has been mutually incorporated herein.
 - 1.1.3. "Amendment" means a mutually endorsed change, addition, or correction to the terms and conditions of this Agreement that leaves the original Agreement substantially intact.
 - 1.1.4. "AODA" means the Accessibility for Ontarians with Disability Act, 2005, S.O. 2005, Chapter 11, as amended or re-enacted from time to time, with all regulations thereunder and any successor legislation.
 - 1.1.5. "Applicable Data Protection Law" means any applicable legislative or regulatory regime enacted by the Government of Canada or Ontario and any other governmental or administrative entity to protect the data and/or privacy rights of natural persons or Users consisting of natural persons, in particular FIPPA, MFIPPA, PHIPA, and/or PIPEDA.
 - 1.1.6. "Appendix" means supplementary and informative documentation incorporated within the Agreement.
 - 1.1.7. "Business Day" means Monday to Friday inclusive, except statutory or civic holidays observed in the Province of Ontario or by the Purchaser.
 - 1.1.8. "Business Hours" means the hours during which the Vendor's helpdesk is available to respond to the Purchaser's Support Contacts through various communication channels, namely 9:00 a.m. to 5:00 p.m., Monday through Friday eastern time (excluding statutory holidays).
 - 1.1.9. "Claim" means any and all liability, loss, costs, damages, and expenses (including legal fees), causes of action, action, claims, demands, lawsuits or other proceedings.
 - 1.1.10. "Client" means individuals and/or families seeking licensed child care in the geographic area of the City of London and the County of Middlesex.
 - 1.1.11. "CM" means the City Manager of the Purchaser or designated.
 - 1.1.12. "Confidential Information" means all information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), in any form, including oral, written or machine-readable, that is marked as confidential or that reasonably should be understood to be confidential given the nature of the information.

- 1.1.12.1. For further clarity, Confidential Information includes any data and information that is not generally known to the public or that is of a proprietary or personal nature, regardless of whether it is identified as proprietary or personal or not, and whether recorded or not, however, fixed, stored, expressed or embodied, which comes to the knowledge, possession or control of the Receiving Party to this Agreement, under this Agreement, including all information to be transmitted, stored or processed on any network or computer system, and includes the following:
 - 1.1.12.1.1. All Customer Data, Documentation.
 - 1.1.12.1.2. Any information that a Disclosing Party is obliged not to disclose pursuant to law or statute such as the FIPPA, MFIPPA, PHIPA, and/or PIPEDA, or any other municipal, provincial, and federal privacy legislation.
 - 1.1.12.1.3. Any information received of and from Clients, Users and/or third parties, such as, but not limited to, any products or services received or provided.
 - 1.1.12.1.4. All information relating to Intellectual Property rights and all related documentation and financial information related hereto.
 - 1.1.12.1.5. All research and development plans, current and future technical specifications, current and future services and product plans, features and roadmaps, business and marketing plans, Purchaser lists and relationships, costs and pricing strategies, business policies and procedures, financial/tax and employee information and records.
 - 1.1.12.1.6. All property, concepts, techniques, ideas, suggestions, feedback, information, materials, reports, statistics, records, documents, data, forms and graphics, however, recorded (including images and data) created, developed, stored, and/or prepared through the use of the Goods and/or Services.
- 1.1.12.2. Does not include any information that is or becomes publicly available without a breach of the terms of this Agreement; is received from a third party without breach of any obligation owed to the Disclosing Party; or the Receiving Party is entitled to disclose in response to a court order or as otherwise required by law.
- 1.1.13. "Conflict of Interest" includes situations wherein a Party (including members of their family) and/or any person associated with a Party:
 - 1.1.13.1. Can personally benefit financially from their involvement;
 - 1.1.13.2. Can gain an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage in relation to the award of this Agreement;
 - 1.1.13.3. Where its other commitments, relationships, or financial interests could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement;
 - 1.1.13.4. Where it could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations; and/or
 - 1.1.13.5. Where Personnel of The Corporation of the City of London (including council members and employees at or above the level of supervisor) can receive a personal and/or financial benefit, including:
 - 1.1.13.5.1. Where the personal or business interests of a board member, officer or agent of the Council conflict with the interests of the Purchaser; or
 - 1.1.13.5.2. where a personal gain, benefit, advantage or privilege is directly or indirectly given to or received by a council member, officer or agent or a person related to any one of them as a result of a decision by the Council;
 - 1.1.13.5.3. where the Council giving a direct or indirect gain, benefit, advantage or privilege to a council member, officer or agent or a person related to any one of them; and/or
 - 1.1.13.5.4. where a council member, officer or agent or a person related to any one of them receiving a direct gain, benefit, advantage or privilege from this Agreement as a result of the person's position with the Council.
- 1.1.14. "Council" means the 15-member Council of the Purchaser.
- 1.1.15. "Customer Data" means any electronic data, including documents, audio, and video uploaded or inputted to the Software or created, generated or produced by the Purchaser during the Use of the Software, which may include Confidential Information, including access to but not exclusivity with respect to rights, title, interest, custody and ownership to the Shared Client Data, and/or other data inputted, imported, processed, or otherwise provided by the Purchaser or the Vendor on behalf of the Purchaser, to Use the Software and/or facilitate the Purchaser's Use of the Software. For clarity, this does not include family data entered by the families, or shared customer data where a parent applies in other service system manager jurisdictions.
- 1.1.16. "Data Storage" means the online electronic secure storage of all Customer Data.
- 1.1.17. "Documentation" means anything produced by the Vendor for the benefit of the Purchaser, specifying how the Goods and/or Services should be used.

- 1.1.17.1. Documentation does not include any material developed or produced by the Purchaser to train its Personnel on the use of the Software.
- 1.1.18. "Downtime" means the recorded and calculated time monthly that will be applied as a credit towards the Subscription Fees listed in APPENDIX D: PRICING for the following year.
- 1.1.18.1. Downtime does not include scheduled outages for software updates, server or network maintenance (which will generally be scheduled for weekends or after midnight eastern time), notification of which will be provided to the Purchaser's designated contacts five (5) days in advance.
- 1.1.18.2. Downtime is measured from the time that a trouble ticket is registered with the Vendor by the Purchaser for the Goods and/or Services being unavailable for Use or the time that the Vendor becomes aware that the Goods and/or Services are unavailable for Use (whichever is earlier), to the time the problem is resolved, and the Goods and/or Services are restored.
- 1.1.19. "Event of Default" means a material breach or failure to comply with the terms and conditions set out in this Agreement.
- 1.1.20. "Expiration or Expiry Date" means the ending of the fixed period for which this Agreement is valid.
- 1.1.21. "FIPPA" means the Freedom of Information and Protection of Privacy Act, R.S.O. 1990 C. F.11, as amended or re-enacted from time to time, with all regulations thereunder and any successor legislation.
- 1.1.22. "Force Majeure Event" means events that are beyond the reasonable control of a Party, including but not limited to: change in law, war (whether declared or not), revolution, riots, insurrection, civil commotion, invasion, armed conflict, a hostile act of a foreign enemy, acts of terrorism, sabotage, explosions, fires, radiation contamination, chemical contamination, acts of God, plague or other serious pandemic or epidemics, electricity supply interruptions and/or power failures and which prevent the Party from performing any of its obligations under this Agreement,
- 1.1.23. "Formal Discussion" means the step during a dispute resolution process at which members of the senior management teams as determined by each Party meet formally to discuss and resolve a dispute identified in a Rectification Notice.
- 1.1.24. "Good" means any Intellectual Property and/or item of tangible personal property, procured from the Vendor by the Purchaser (see s. 3 for details), and includes:
- 1.1.24.1. Deeds and instruments relating to or evidencing the title or right to such Intellectual Property, personal property and/or chattels and/or a right to recover or receive such property;
- 1.1.24.2. Tickets or like evidence of the right to be in attendance at a particular place at a particular time or times or of a right to transportation;
- 1.1.24.3. Energy, however, generated;
- 1.1.24.4. Items of tangible personal property intended for installation as a fixture or for incorporation into the land, a building or structure, or ornamental or industrial trees, grass sod, flowering plants, shrubs, soil, seed or fertilizer.
- 1.1.24.5. Construction resources, plans, materials and equipment.
- 1.1.24.6. Artistic creations; including design, schematics, literary, media, music, representation, photo, and/or drawings.
- 1.1.24.7. Documentation and/or other installation, implementation, training, support, maintenance materials, books, articles, papers.
- 1.1.24.8. Computer infrastructure (server or cloud based), hardware and/or Software.
- 1.1.25. "Hereof, herein, hereby, hereto, and/or hereunder" and/or any other similar expression refer to this Agreement and not to any particular article, section or other portion hereof and include any agreement or instrument supplemental or ancillary hereto.
- 1.1.26. "Include," "includes," and "including" denote that the subsequent list is not exhaustive.
- 1.1.27. "Instruction" means a documented direction issued by the Purchaser to the Vendor directing the Vendor to Process Customer Data.
- 1.1.28. "Intellectual Property" means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and registration of such worldwide, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.
- 1.1.29. "Legacy Data" means the ongoing Data Storage of Customer Data from previous a Term(s).
- 1.1.30. "May/should" denotes permissively (not mandatory).
- 1.1.31. "MFIPPA" means the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, as amended or re-enacted from time to time, with all regulations thereunder and any successor legislation.
- 1.1.32. "Must/shall/will" denotes imperative (mandatory).
- 1.1.33. "Notice or Notification" means any written communication given or required to be given according to s. 44.

- 1.1.34. "Participating Entity" includes any entity other than the Vendor, who is included and involved in the Goods and/or Services as the Vendor's partner, consultant, sub-consultant, contractor, sub-contractor, subsidiary, distributor, dealer, subprocessor, and/or reseller.
- 1.1.35. The Vendor shall provide the Purchaser with a list of Participating Entities and will not subcontract the delivery or performance of any of the requirements of this Agreement to any lower tier subcontractor without the prior written approvals of the Purchaser.
- 1.1.36. "Party" means the Purchaser and/or the Vendor, as the context may require.
- 1.1.37. "PDF" means portable document format.
- 1.1.38. "Personnel" includes, subject to the context, , employees, Participating Entities or anyone for whom at law a Party is responsible in connection with or in any way related to the delivery or performance of this Agreement.
- 1.1.39. "PHIPA" means the Personal Health Information Protection Act, 2004, SO 2004, c. 3, as amended or re-enacted from time to time, with all regulations thereunder and any successor legislation.
- 1.1.40. "PIPEDA" means the Personal Information Protection and Electronic Documents Act (S.C. 2000, c. 5), as amended or re-enacted from time to time, with all regulations thereunder and any successor legislation.
- 1.1.41. "Price" means the payment obligations of the Purchaser, for the procurement of Goods and/or Services, to the Vendor, as described in s. 6 and outlined within APPENDIX D: PRICING.
- 1.1.42. "Process or "Processing" means any operation or set of operations which is performed upon Customer Data or sets of Customer Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- 1.1.43. "Rectification Notice" means Notification from a Party requesting that the other Party take specific action to comply with an obligation under the Agreement.
- 1.1.44. "Report" means the implementation, installation, performance, financial report or any other report as outlined in s. 5; includes associated documents and any other reports as may be requested by the Purchaser from time to time.
- 1.1.45. "Security Breach" means:
- 1.1.45.1. Destruction, corruption, compromise, loss of integrity, loss of availability or unauthorized use, alteration, release or disclosure of Customer Data, whether in the possession, care and/or control of either Party, as applicable;
 - 1.1.45.2. Any security breach, or potential security breach of the Software or Purchaser's IT systems, which is related in any way to the Goods and/or Services; or
 - 1.1.45.3. Introduction of a virus, malware or other harmful technology to the Software or Purchaser's IT systems.
- 1.1.46. "Service" means the work and/or tasks to be taken by the Vendor to meet the expectations, requirements, milestones, targets and/or deliverables outlined in APPENDIX C: SOLUTION, inclusive of any description whether commercial, industrial, trade, or otherwise, of all professional, technical and artistic, goods, services, and the transporting, acquiring, supplying, storing and otherwise dealing with any action, construction, project, activity, support, and/or program required for the satisfactory completion of the Vendor's obligation within this Agreement.
- 1.1.47. "Shared Client Data" means all data, information or material received from Clients or have been received on their behalf that are related to the provision of processing Client profiles, child care applications to program waiting lists, and EarlyON event registrations in accordance with this Service. This also includes shared parent and child information which exists across SM Purchasers, and individual child care providers that purchase child care management tools.
- 1.1.48. "SM" means service manager a term representing Consolidated Municipal Service Managers and/or District Social Service Administration Boards.
- 1.1.49. "Specification" means the specific design, configuration, implementation, performance functionality and attributes of the Software as described by the Vendor in APPENDIX C: SOLUTION.
- 1.1.50. "Support Service - Technical" means the technical support and product updates for the Goods and/or Services as made available by the Vendor and as set out in APPENDIX G: SUPPORT, UPGRADES AND MAINTENANCE.
- 1.1.51. "Support Service - Functional" means user support via various digital channels to assist Users on how to use the Goods and/or Services as made available by the Vendor and as set out in APPENDIX G: SUPPORT, UPGRADES AND MAINTENANCE. Examples include, but not limited to, system-wide configuration changes, transferring waitlists, assistance with aspects of their account (e.g. login, passwords, deleting applications, changing start dates, finding programs, etc).

Purchaser has the right to direct Vendor to limit assistance to individual Users in order to control

the consumption rate of incidents. Vendor maintains and provides on regular intervals Support Services – Functional metrics for Purchaser consideration.

- 1.1.52. "Tax" means all present or future sales, consumption, and similar taxes.
- 1.1.53. "Term" means the full duration of this Agreement as defined in s. 2, including Initial Term and Extension Term.
- 1.1.54. "Termination" means ending all obligations under this Agreement under s. 48.
- 1.1.55. "Unsuitable Customer Operating Environment" means, but is not limited to, inadequate end-user computer configuration, installed third-party software, internet connection issues or general internet congestion issues; excluded from any Downtime calculations.
- 1.1.56. "Update" shall mean fixes, patches, modifications, improvements to functionality or revisions to the Software and Documentation.
- 1.1.57. "Upgrade" means new versions of and updates to the Software, whether to fix an error, bug or another issue or enhance the functionality of the Software.
- 1.1.58. "Use" means the ability for the Purchaser's Personnel, Clients, and third party child care providers to log in with username and password and access the Software via the internet.
- 1.1.59. "User" means the Purchaser's Personnel, Clients, and third-party child care providers who, at the discretion of the Purchaser, can access and use the Software.
- 1.1.60. "WSIA" means the Workplace Safety and Insurance Act, 1997, S.O. 1997, c.16, Sch. A, as amended or re-enacted from time to time, with all regulations thereunder and any successor legislation.
- 1.1.61. "WSIB" means Workplace Safety and Insurance Board.

2. TERM

2.1. Initial Term

2.1.1. This Agreement will be in force for a one (1) year period (the "Initial Term") or until it is superseded or replaced by a subsequent contract, Amendment, or unless Terminated by either Party, as follows:

2.1.1.1. Initial Term Year One: 1-May-2024 until 30-April-2025

2.2. Extension Term

2.2.1. The Purchaser shall have the option, at its sole and absolute discretion, to extend the Term of this Agreement for up to four (4) additional one (1) year periods (the "Extension Term") as follows:

2.2.1.1. Extension Term – Year One: 1-May-2025 until 30-April-2026

2.2.1.2. Extension Term – Year Two: 1-May-2026 until 30-April-2027

2.2.1.3. Extension Term – Year Three: 1-May-2027 until 30-April-2028

2.2.1.4. Extension Term – Year Four: 1-May-2028 until 30-April-2029

2.2.2. The option to extend shall be exercised by Notice given by the Purchaser to the Vendor no less than 90 days before the expiration date of the Initial Term or any Extension Term, provided that such Notice shall be validly given if at the time it is given, neither Party is in material default under any of the terms, covenants and conditions in this Agreement on its part to be observed and performed:

2.2.2.1. Any Extension Term(s) shall be subject to the terms and conditions of this Agreement.

2.3. Yearly Review

2.3.1. The Parties agree to meet at a minimum once a year to review the events during that period and revise this Agreement as deemed applicable.

3. SERVICES

3.1. Grant of License

3.1.1. The Vendor hereby grants, subject to the terms of this Agreement, to the Purchaser, and the Purchaser hereby accepts from the Vendor a non-exclusive, personal, non-transferable license (without the right to further sublicense) to the Vendor's OneHSN Childcare Connect Platform Solution, as described in APPENDIX C: SOLUTION (the "Software"), wherein the Purchaser and its Users, shall be able to:

3.1.1.1. Access and execute the Software, in executable object code form, over the internet.

3.1.1.2. Transmit data related to its Use of the Software over the internet.

3.1.1.3. Download Customer Data at any time from the Software for any purpose or reason.

3.2. Software

3.2.1. The Vendor agrees that the Specifications of the Software's will meet or exceed what is outlined in APPENDIX C: SOLUTION.

3.2.2. The Vendor acknowledges that the Software shall be available to the Purchaser and its Users through all commercially reasonable endeavours 24 hours a day, seven days a week, subject to Service Level commitments on uptime/downtime.

3.2.3. The Purchaser acknowledges that this Agreement is not contingent on the delivery of any future functionality or features of the Software.

3.3. Implementation/Installation

3.3.1. The Vendor will coordinate implementation and installation of the Software in accordance with APPENDIX E: IMPLEMENTATION AND INSTALLATION.

3.4. Training Services and Documentation

3.4.1. The Vendor will oversee training and provide all necessary documentation for the Software in accordance with APPENDIX F: TRAINING AND DOCUMENTATION.

3.5. Support, Upgrades and Maintenance

3.5.1. The Vendor will support, upgrade and maintain the Software in accordance with APPENDIX E: IMPLEMENTATION AND INSTALLATION.

3.6. Data

3.6.1. The Vendor will migrate, process and retain Customer Data in accordance with APPENDIX H: DATA.

3.7. Time for Performance and Completion

3.7.1. Subject to any Amendment, the occurrence of any Force Majeure or the written Agreement by the Purchaser to the contrary, the Vendor shall:

3.7.1.1. Commence work, receive orders and/or supply Goods and/or Services as of the Effective Date specified.

3.7.1.2. Complete Services or deliver Goods ordered within a reasonable time thereafter or by the date specified in APPENDIX C: SOLUTION.

3.8. Quality of Material

3.8.1. Unless the Agreement otherwise provides, all Goods and/or Services supplied by the Vendor shall be new and shall conform to the requirements of the Agreement, but on the request of the Vendor, the Purchaser reserves the right to approve alternatives in writing prior to their supply.

3.8.1.1. The Purchaser's approval of changed materials shall not be considered a waiver of objection to the Goods and/or Services at any subsequent time due to their failure to conform to the Specifications.

3.8.2. Where required by the Purchaser, the Vendor shall furnish a complete written statement of the origin, composition and manufacture of all Goods to be supplied by them and shall furnish samples thereof for testing purposes, if so instructed by the Purchaser.

3.9. Defective and/or Unsuitable Goods, Services, Work, Materials, Etc.

3.9.1. Any Goods and/or Services requested under this Agreement, which are later found to be defective, flawed, damaged, do not meet accepted Specifications and/or unsuitable for their intended Use, shall be returned to the Vendor.

3.9.1.1. Such Goods and/or Services will be subject to replacement or 100% refund of the purchased price at the Purchaser's discretion.

3.9.1.2. All returned items are to be picked up at the Vendor's expense.

3.9.2. The Vendor shall be responsible for all damages caused by faulty design, defective materials, flaws, or other such reason by which their failure or the failure for whom those are responsible.

3.9.2.1. The Vendor will agree to hold the Purchaser safe and harmless from any such property damage; or claims by individuals or third parties, including any legal costs incurred by the Purchaser in connection therewith on a solicitor/client basis.

3.9.3. Where the Vendor refuses or neglects to remove any defective Good and/or Service supplied by it in accordance with a Notice by the Purchaser, such Goods and/or Service may be removed by order of the Purchaser at the Vendor's expense, and in addition to any other remedies available to the Purchaser to recover the cost and expense of such removal the Purchaser may deduct the cost and expense of such removal from any sums of money due to or to become due to the Vendor on any account.

3.9.4. Where at any time the quality of the Service carried out or the Goods supplied by the Vendor is not of a satisfactory standard:

3.9.4.1. The Purchaser may issue a verbal warning to the Vendor, outlining the deficiency in supply or other aspects of performance and requiring the Vendor to correct those deficiencies within such period of time as may be stated; or

3.9.4.2. if the deficiency is not corrected within the time specified, or having been corrected, there is a further instance of deficient performance; the Purchaser may issue a Notice to the Vendor, identifying the deficiency in performance and setting a final date or time period for its correction, and advising that if corrective steps are not taken by that date or within that time, the Purchaser may terminate the Agreement and take corrective action itself.

3.9.4.3. Where a verbal warning is given under ss. 3.9.5.1 or Notice is given under ss. 3.5.5.2 the Purchaser may hold back, until the requirements have been met, such portion of any amount payable to the Vendor as, in the opinion of the Purchaser, is reasonably required to secure correction of the deficiency.

3.9.4.4. Where ss. 3.9.4.2 applies; the Purchaser may deduct from any payment owing to the Vendor an amount equal to the cost the Purchaser has incurred in correcting the deficiency.

3.9.5. Unless the Purchaser otherwise agrees in writing, the failure or refusal by the Vendor to deliver a Good and/or Service within the time specified, or within a reasonable time where no time has been specified, or to promptly supply a replacement for a Goods and/or Service within a reasonable time after being requested to do so, when that originally supplied is rejected as unsatisfactory, shall be deemed to constitute an authority for the Purchaser to purchase on the open market to replace the Good and/or Service in question.

3.9.5.1. In the case of any such purchase, the Vendor shall reimburse the Purchaser for the extra costs incurred by reason of that purchase.

3.9.6. Where in the opinion of the Purchaser, the public interest so requires, the Purchaser may require the Vendor to furnish Goods or Services below the standard of those provided for in the Agreement, subject to a reduction in Price to be reasonably determined by the Vendor.

3.10. Obligation of Vendor to Deal in Good Faith and to Treat the Purchaser as its Most Favoured Customer

3.10.1. The Vendor is required to deal with the Purchaser in utmost good faith with respect to the performance and delivery of any Good and/or Service as agreed to by the Purchaser.

3.10.2. Throughout the Term, the Vendor shall treat the Purchaser as its most favoured customer so that:

3.10.2.1. The Price offered by the Vendor to the Purchaser shall be no less favourable than the corresponding price offered by the Vendor to any other customer; and

3.10.2.2. The bundle of Goods and/or Services offered by the Vendor to the Purchaser at the Price shall be at least as complete as that offered to any other customer of the Vendor at the same price.

3.10.3. Where during the course of the Agreement, the price for any Goods and/or Services to which this Agreement relates is lowered below the unit price incorporated into the Price in respect of that Good and/or Service, the Vendor shall so notify the Purchaser and that lower price shall be passed along to the Purchaser, and the Price payable by the Purchaser shall be adjusted accordingly, provided that this subsection shall apply only with respect to sales or supply made by the Vendor to customers who are at arm's length to the Vendor within the meaning of the Income Tax Act (RSC, 1985, c. 1 (5th Supp.)), and where the sale or supply relates to Goods and/or Services of comparable quantity and quality as those sold or supplied to the Purchaser.

3.11. Accessibility Standards

3.11.1. Vendor agrees that the Vendor is responsible to ensure that all client-facing HTML web pages are compliant with AODA.

3.12. Latest Versions and Updates

3.12.1. The Vendor has agreed to include system components that are the latest model and software releases.

3.12.2. The Vendor reserves the right to enhance or modify features of the Software but will only materially reduce the core functionality or discontinue any of the Software's modules after providing prior Notice to the Purchaser.

3.12.3. The Purchaser will receive standard updates to the Vendor's Software that are to be made available by the Vendor.

3.13. Service Warranty

3.13.1. The Vendor represents and warrants that the Software shall conform to and function in accordance with the terms and conditions of this Agreement and shall be free from any defects in material, quality and performance for the Term.

3.13.2. The Parties agree that if the Vendor cannot materially restore such functionality within thirty (30) days from receipt of Notice of said breach, the Purchaser shall be entitled to terminate the Agreement upon Notice and shall be entitled to receive a prorated refund.

3.14. Performance Review Meetings

3.14.1. The Parties have agreed that ongoing performance review meetings will be conducted annually.

3.14.2. Meetings will address performance issues or concerns, highlight useful information, data analytics, threat assessments, and trend analysis, make key recommendations where needed, and review any current product updates and roadmaps where appropriate.

3.15. Instructions and Information

3.15.1. The Parties agree to designate the following individuals to have full authorization to request support or training, transmit instructions, receive information, and notify of any defects or deficiencies regarding the Software:

The Purchaser's representative for all related inquiries:

Title: Director, Child Care and Early Years

E-mail: childrenservicesadmin@london.ca

The Vendor's representative for all related inquiries:

4. CHANGE ORDERS

4.1. Right to Make Changes

4.1.1. The Parties agree that at any time, and without invalidating this Agreement, they may request changes to s. 3 (the "Change Order Request"), in accordance with the following procedures:

4.2. Change Order Requests

4.2.1. To request a change, the Requesting Party must deliver a written request to the Receiving Party in the form attached as APPENDIX A: CHANGE ORDER REQUEST FORM.

4.2.2. A Change Order Requests must be detailed as to the following:

- 4.2.2.1. the proposed change
- 4.2.2.2. the purpose of the change
- 4.2.2.3. the benefit of the change
- 4.2.2.4. the objective for the proposed change
- 4.2.2.5. updates to the Agreement
- 4.2.2.6. implementation or performance impacts
- 4.2.2.7. additional costs (including direct costs, overhead, general and administrative expenses, and profit)
- 4.2.2.8. and any other effects (direct, indirect and consequential, including impacts and "ripple effects") to the Goods and/or Services (s. 3).

4.2.3. A Change Order Request may require supporting documentation, if requested by the Receiving Party.

4.2.4. A Change Order Request cannot be used to alter, delete, add, or modify any other article, Term or conditions of this Agreement, including Pricing (increase or decrease).

4.2.5. All Change Order Requests for terms or conditions outside s. 3 must be pursued through an Amendment.

4.2.6. The Receiving Party will have ten (10) Business Days after receiving a Change Order Request to deliver to the Requesting Party a written response (the "Change Order Response"), using the provided APPENDIX A: CHANGE ORDER REQUEST FORM, which shall include, at a minimum:

- 4.2.6.1. Confirmation of change status decision (i.e., agreed or denied), and
- 4.2.6.2. rationale if the change is denied or identification of which changes were acceptable from the Change Order Request.

4.2.7. If the Change Order Request is accept by the Receiving Party, the Parties agree to incorporate the agreed to Change Order Request and Change Order Response into the Agreement.

4.2.8. Once the Parties mutually agree to the Change Order Request, the change proposed is authorized to commence.

4.3. Delays or Performance Failures

4.3.1. The Parties have agreed that Change Order Requests shall not be utilized to excuse or absolve a Party from any delay in or failure of performance under this Agreement.

4.4. Supplemental Instructions

4.4.1. The Parties agree that either may seek clarification as to obligations or expectations as outlined in s. 3 by issuing a Notice for supplemental instructions, wherein, as determined by the Receiving Party, said request for supplemental instructions is deemed net neutral on cost and time.

4.4.2. Upon receipt of the response from the Receiving Party, the Requesting Party shall promptly proceed with the clarification as to its obligation or expectation under s. 3, without needing a Change Order Request.

- 4.4.2.1. For greater certainty, there shall be no substantial change, modification, addition, deletion and/or alteration to any term or condition within this Agreement owing to supplemental instructions.

4.4.3. The full supplemental instruction Notice exchange between the Parties shall be deemed incorporated within this Agreement.

5. REPORTING

5.1. Implementation/Installation Reports

5.1.1. The Vendor covenants that it shall continuously and regularly keep the Purchaser informed of the status of the implementation and/or installation of the Software in writing and immediately notify of any occurrences which may adversely delay or impact its delivery.

5.2. Vulnerability Assessments

5.2.1. The Vendor has agreed to cooperate with any inquiry or request from the Purchaser of any of the Vendor's vulnerability assessment(s).

5.2.2. The Vendor has agreed to confirm compliance with any applicable laws and industry standards for information vulnerability and will complete a written privacy impact questionnaire, if provided by the Purchaser, regarding the Vendor's business practices and information technology environment in relation to all Customer Data being handled and/or Software being provided by the Vendor to the Purchaser pursuant to this Agreement upon request, but no more than once a year.

5.3. Reporting Changes

5.3.1. The Purchaser reserves the right to advise the Vendor, at any time, via a Notice, of changes or amendments to any report templates and/or requirements.

5.4. Submission of Reports

5.4.1. All reports requested under s. 5 shall be sent as a PDF attachment in an e-mail to childrensservicesadmin@london.ca.

6. PRICING

6.1. Subscription Costs

6.1.1. The Purchaser has agreed to pay a subscription/license fee ("Subscription Fee") for the Software, as outlined in ss. 3.2, in accordance with the fee listed in APPENDIX D: PRICING.

6.1.2. The purchase of additional Software subscriptions/licenses shall be governed by additional subscription/license agreements at additional costs that are not more than the costs set out in APPENDIX D: PRICING for the same Software.

6.2. Implementation Costs

6.2.1. The Purchaser has agreed that implementation-related costs ("Implementation Fee") for Goods and/or Services outlined in ss. 3.3 shall be in accordance with the implementation fees listed in APPENDIX D: PRICING.

6.2.2. The Parties further agree that the Implementation Fee is strictly for work performed remotely.

6.2.3. Optionally, should the Purchaser wish to have the Vendor's Personnel attend onsite during this stage, additional travel and living expenses would apply as follows:

6.2.3.1. All travel-related expenses must be pre-approved by the Purchaser.

6.2.3.2. The Vendor may submit a claim for travel expense reimbursement; travel expenses will not be provided in advance.

6.2.3.3. The Parties agree that travel expenses may be compensated up to the actual costs or the noted maximum rates, whichever is less:

6.2.3.4. Actual car rental and gas costs or a maximum mileage reimbursement at \$0.58 per km (for travel under 5,000 km) or \$0.52 per km (for travel in excess of 5,000 km).

6.2.3.5. Accommodations will be reimbursed for single accommodation in a standard room, and no reimbursement will be made for suites, executive floors, or concierge levels.

6.2.3.6. Actual meal costs or a per diem rate are as follows: Breakfast \$15.00; Lunch \$25.00; and Dinner \$30.00.

6.2.3.7. Receipt(s) must be submitted to verify costs and travel claims (i.e., gas receipts, car rental, accommodations, meal; if lost, the Purchaser may accept banking or credit statements that verify expense).

6.3. Training Costs

6.3.1. The Purchaser has agreed that training-related costs ("Training Fee") for Goods and/or Services outlined in ss. 3.4 shall be in accordance with the training fees listed in APPENDIX D: PRICING.

6.3.2. The Parties further agree that the Training Fee is strictly for work performed remotely.

6.3.3. Optionally, should the Purchaser wish to have the Vendor's Personnel provide training onsite, additional travel and living expenses would apply as follows:

6.3.3.1. All travel-related expenses must be pre-approved by the Purchaser.

6.3.3.2. The Vendor may submit a claim for travel expense reimbursement; travel expenses will not be provided in advance.

6.3.3.3. The Parties agree that travel expenses may be compensated up to the actual costs or the noted maximum rates, whichever is less:

6.3.3.4. Actual car rental and gas costs or a maximum mileage reimbursement at \$0.68 per km (for travel under 5,000 km) or \$0.62 per km (for travel in excess of 5,000 km).

6.3.3.5. Accommodations will be reimbursed for single accommodation in a standard room, and no reimbursement will be made for suites, executive floors, or concierge levels.

6.3.3.6. Actual meal costs or a per diem rate are as follows: Breakfast \$15.00; Lunch \$25.00; and Dinner \$30.00.

6.3.3.7. Receipt(s) must be submitted to verify costs and travel claims (i.e., gas receipts, car rental, accommodations, meal; if lost, the Purchaser may accept banking or credit statements that verify expense).

6.4. Support, Upgrading, and Maintenance Costs

6.4.1. The Purchaser has agreed that support, upgrading, and maintenance-related costs ("Support Fee") for Goods and/or Services outlined in ss. 3.5 shall be in accordance with the support, upgrading and maintenance fees listed in APPENDIX D: PRICING.

6.5. Data Costs

6.5.1. The Purchaser has agreed that any data-related costs ("Data Fee") for Goods and/or Services outlined in ss. 3.6 shall be in accordance with the data migration fees listed in APPENDIX D: PRICING.

6.6. Additional Costs

6.6.1. The Vendor reserves the right to offer additional functionality or premium feature improvements for an additional cost; approval is subject to the Purchaser's written approval; however, the Purchaser reserves the right to substitute any existing Software for its newer version without cost.

6.7. Out of Scope

6.7.1. The Vendor has agreed that it shall only perform the Services and/or provide the Goods within the scope of this Agreement.

6.7.2. All additional Goods and/or Services shall only be authorized through an Amendment, after the Purchaser, at its sole discretion, approves the additional Goods and/or Services after its review of a full written quotation as supplied by the Vendor.

6.8. Yearly Increase

6.8.1. The Purchaser has agreed to the annual price percentage increase, for the Subscription Fee, upon the yearly anniversary of the Agreement, as noted in APPENDIX D: PRICING.

6.9. Payment and Invoicing

6.9.1. The Vendor will issue the Purchaser an annual invoice for the upcoming Subscription Fee within thirty (30) days of the subsequent Initial Term or Extension Term.

6.9.1.1. The Vendor will issue to the Purchaser an invoice for the Initial Term – Year One's Subscription Fee within thirty (30) Business Days from the Effective Date.

6.9.2. The Vendor will issue to the Purchaser invoices for all rendered services related to the Implementation Fees, Training Fees, Support Fees, and/or Data Fees on a monthly basis.

6.9.3. All annual and monthly invoices will itemize all costs and separate charges for HST.

6.9.4. The Purchaser agrees to pay the Vendor by way of Electronic Funds Transfer (EFT) within thirty (30) Business Days from the receipt of an invoice.

6.9.5. The Parties agree that the Purchaser shall not be obliged to make payment on any invoice as long as the Vendor has failed to provide any required supporting material to justify costs and/or to rectify satisfactorily any adverse departure from any performance standards applicable to any Service.

6.10. Fixed Pricing

6.10.1. Pricing quoted in APPENDIX D: PRICING remains fixed for the Initial Term and any Extension Term of this Agreement unless mutually agreed otherwise.

6.11. Late Payments

6.11.1. The Purchaser agrees to pay penalty fees for all late and/or returned payments at a rate of 5% per annum, subject to ss. 6.9.5.

6.11.2. If an invoice is disputed by the Purchaser, acting reasonably, ss. 6.11.1 will not be enforceable until thirty (30) days after the resolution of the dispute.

6.12. Returned Payments

6.12.1. The Purchaser agrees that a \$45.00 administrative fee will be charged to the account for any returned payments (cheques, credit cards, and PAP).

6.13. Credits and Refunds

6.13.1. The Vendor shall issue either a credit or refund, in favour of the Purchaser, in accordance with the following circumstances:

6.13.1.1. Subscription Fee: The Vendor will credit the Purchaser 10% of the equivalent monthly Subscription Fees listed in APPENDIX D: PRICING for each three (3) hour period for which the Software is unavailable due to Downtime but subject to Unsuitable Customer Operating Environment, for Use by the Purchaser, in a monthly period.

6.13.2. Account credits of the Vendor for any twelve (12) month period are hereby limited to a maximum of twenty percent (20%) of the annual Subscription Fees listed in APPENDIX D: PRICING paid by the Purchaser during the prior twelve (12) month period up to the outage.

6.14. Taxes

6.14.1. All fees and other charges outlined in this Agreement are exclusive of any and all applicable Taxes.

6.14.2. Payment of all applicable Taxes shall be the responsibility of the Purchaser.

6.14.2.1. If any such Taxes has to be withheld under this Agreement, the Purchaser shall increase payment under this Agreement by such amount as to ensure that the Vendor has received an amount equal to the payment otherwise required after such withholding or deduction.

6.15. Royalties and Patent Licence Fees

6.15.1. The Vendor will pay all royalties and patent license fees required for the Goods and/or Services.

7. COMMUNICATIONS

7.1. Media Communications

7.1.1. Media communications concerning the other Party to this Agreement shall be professional and respectful.

7.1.2. Without limiting the generality of this section, each Party shall not, among other things, at any time directly or indirectly communicate with the media or any third party in relation to the Agreement or about the other Party unless it has first obtained the express written authorization to do so by the other Party.

7.2. Permissions

7.2.1. The Vendor will only make public announcements, publications, news releases, advertising or other forms of publicity regarding the Agreement with written permission from the Purchaser.

7.3. Acknowledgement

7.3.1. If written permission is granted in accordance with ss. 7.2.1, the Vendor, where applicable, will include a statement in any announcement, publication or other materials related to the Agreement that the views expressed in such announcements, publications or other materials are the views of the Vendor and do not necessarily reflect those of the Purchaser.

7.4. Association

7.4.1. Neither the Vendor nor any of its affiliates, associates, third parties, and Participating Entities shall use its association with the Purchaser without the prior written consent of the Purchaser.

7.5. No Use of the Purchaser's Insignia or logo

7.5.1. The Vendor shall not use any insignia or logo of the Purchaser except where required for the Goods and/or Services, and only if it has received the prior written permission of the Purchaser to do so.

7.6. Trademarks

7.6.1. Any trademarks and service marks (the "Trademarks") adopted by the Vendor to identify the Goods and/or Services belong to the Vendor.

7.6.2. Nothing herein grants, or shall be construed to grant, to Purchaser any rights to such Trademarks.

8. CONFIDENTIALITY

8.1. Expectations

8.1.1. The Vendor shall implement and document strict security safeguards, consistent with the highest industry standards utilized for Personal Health Information Protection Act (PHIPA), to protect the Purchaser's Data against theft, unauthorized access, disclosure, copying, use, or modification, regardless of the format. The Vendor is a mature security conscious organization where information security is about preserving the confidentiality, integrity and availability (CIA) of information. Confidentiality ensures that information is accessible only to those authorized. Integrity safeguards the accuracy and completeness of information and processing methods. Availability ensures that authorized users have access to the information when required.

8.1.2. The Vendor will provide its employees, subcontractors and other agents with access to Personal Information only when such representatives require such access in order for the Vendor to meet its obligations to the Purchaser; and enter into written confidentiality agreements that contain safeguards and standards for the protection of the Personal Information at least as strict as those contained in the Agreement and which will bar any further subcontracting or access to the Personal Information without the prior written consent of the Purchaser.

8.1.3. The Vendor covenants and warrants that it shall immediately notify the Purchaser about any request, or accidental or unauthorized access or disclosure, of Personal Information; it being understood that the Purchaser shall comply and respond to disclosure requests; and any accidental or unauthorized access or disclosure of Personal Information.

8.1.4. At the request of the Purchaser, the Vendor shall make available the Vendor's facilities for audit of the processing activities and safeguards covered by the Agreement, the audit shall be carried out by the Purchaser and all costs associated with the audit borne by the Purchaser.

8.1.5. The parties agree that immediately upon the expiration or termination of the Agreement, Vendor shall stop using the Purchaser Data and, at the choice of the Purchaser, return all the Purchaser Data transferred and the copies thereof to the Purchaser in commonly accessible file format agreed to by both parties. Per the direction of the Purchaser, the Vendor shall destroy all the Purchaser Data and certify to the Purchaser that it has done so. Given the Licensed Software is a "software-as-a-service" multi-client design, Public End Users' Personal Information may share the same or similar information with other RBB clients of the Licensed Software and therefore is deemed non-exclusive to the use of Purchaser. The Purchaser shall own exclusively all Purchaser Data collected by or for the Child Care Providers pursuant to this Agreement except Public End Users' Personal Information, which will be co-owned or non-exclusively.

8.2. Privacy Expectations

8.2.1. Without limitation, the Parties will:

- 8.2.1.1. Designate an experienced official responsible for ensuring compliance with the privacy protection provisions of the Agreement.
- 8.2.1.2. Make the designated privacy officer aware of the privacy policy and the privacy protection provisions of the Agreement.
- 8.2.1.3. Implement appropriate privacy protection training for employees and authorized Participating Entities with access to Confidential Information under this Agreement.
- 8.2.1.4. Only collect, use and disclose Confidential Information, if necessary, to deliver the Goods and/or Services and to comply with obligations under the Agreement.
- 8.2.1.5. Not use Confidential Information collected when using or delivering the Goods and/or Services without the informed and voluntary written consent of the person; and the written consent of the parent or guardian if the person is under 18 years of age.
- 8.2.1.6. Limit access of Confidential Information to employees and authorized Participating Entities who require the Confidential Information to use or deliver the Goods and/or Services and to ensure compliance with its obligations under the Agreement.
 - 8.2.1.6.1. Before disclosing Confidential Information to employees and authorized Participating Entities who require Confidential Information, enter into an agreement requiring them to be bound by the privacy protection provisions of the Agreement.
- 8.2.1.7. Ensure the security and integrity of any Confidential Information collected by implementing, using and maintaining the most appropriate products, tools, measures and procedures to prevent the unauthorized or inadvertent collection, use, disclosure, loss, alteration or destruction of Confidential Information.
- 8.2.1.8. Provide Users with access to their Confidential Information in accordance with applicable privacy legislation, including FIPPA, MFIPPA, PHIPA, and/or PIPEDA.
- 8.2.1.9. Destroy paper records containing Confidential Information when it is no longer needed to comply with the obligations under the Agreement.
- 8.2.1.10. Ensure that electronic records containing Confidential Information that are no longer needed to comply with the obligations under the Agreement are not accessible until secure and irreversible destruction of these records is possible.

8.3. Security Policies

- 8.3.1. Each Party shall maintain security policies in effect, including, but not limited to, protecting Confidential Information on behalf of third parties and Users, with appropriate reporting and record-keeping services to retain such records for such time as would be reasonable for a Receiving Party in similar circumstances.
- 8.3.2. Each Party shall implement, use and maintain other specific privacy or security measures that, in the reasonable opinion of the Disclosing Party, would improve the adequacy and effectiveness of the Receiving Party's measures to ensure the privacy and security of the records collected, created, used and disclosed in compliance with its obligations under the Agreement.

8.4. Restrictions on Copying

- 8.4.1. The Receiving Party shall not copy any of the Disclosing Party's Confidential Information, in whole or in part, unless copying is essential to fully its obligations under this Agreement.
- 8.4.2. On each copy the Receiving Party makes, the Receiving Party must reproduce all notices on the original.

8.5. Unauthorized Release

- 8.5.1. The Receiving Party shall notify the Disclosing Party immediately upon the discovery of any unauthorized use, reproduction, disclosure or distribution of the Disclosing Party's Confidential Information received in connection with this Agreement and shall in every reasonable way regain possession of such information and prevent any further unauthorized use, reproduction, disclosure or distribution of the information.
- 8.5.2. The Receiving Party shall cooperate with the Disclosing Party, its agents, contractors and auditors in any audit of or investigation into any unauthorized release of Confidential Information.

8.6. Notice and Protective Order

- 8.6.1. If the Receiving Party or any of the Receiving Party's Personnel and/or Participating Entities becomes legally compelled to disclose any of the Disclosing Party's Confidential Information, the Receiving Party will provide the Disclosing Party with prompt Notice to that effect to allow the Disclosing Party to seek one or more protective orders or other appropriate remedies to prevent or limit such disclosure, and it shall cooperate with the Disclosing Party to the fullest extent.

8.6.2. If such protective orders or other remedies are not obtained, the Receiving Party will disclose only that portion of the Disclosing Party's Confidential Information which the Receiving Party is legally compelled to disclose, only to such person or persons to which the Receiving Party is legally obligated to disclose, and the Receiving Party shall provide Notice to each such person (in cooperation with the Disclosing Party) that the Disclosing Party's Confidential Information is confidential and subject to non-disclosure on terms and conditions equal to those contained in the Agreement and, if possible, shall obtain each person's written acknowledgment to receive and use the Disclosing Party's Confidential Information subject to those terms and conditions.

8.7. MFIPPA Records and Compliance

8.7.1. The Parties agree that this Agreement is subject to MFIPPA and, therefore, acknowledge that:

8.7.1.1. Each Party is obligated to keep Confidential Information secure.

8.7.1.2. Each Party must return all Confidential Information to the Disclosing Party before the end of the Term, with no copy or portion kept by the Receiving Party.

8.7.1.3. The Vendor agrees to provide any requested records to the Purchaser within seven (7) calendar days of being directed to do so by the Purchaser for any reason, including an access request or privacy issue.

8.7.1.4. The Vendor agrees that it shall not access any Confidential Information unless the Purchaser determines, in its sole discretion, that access is permitted under MFIPPA and is necessary to provide the Goods and/or Services.

8.7.1.5. The Vendor agrees not to directly or indirectly use, collect, disclose or destroy any Confidential Information for any purposes that the Purchaser does not authorize.

8.7.1.6. The Vendor agrees to ensure the security and integrity of Confidential Information and keep it in a physically secure and separate location safe from loss, alteration, destruction or intermingling with other records and databases and to implement, use and maintain the most appropriate products, tools, measures and procedures to do so.

8.7.1.7. The Vendor agrees to restrict access to Confidential Information to those of the Vendor's Personnel who need to know it to provide the Goods and/or Services.

8.7.1.8. The Vendor acknowledges that any Confidential Information supplied to the Purchaser may be disclosed by the Purchaser where it is obligated to do so under MFIPPA, by order of a court or tribunal or pursuant to a legal proceeding, with the provisions of ss. 8.8.1.8 prevailing over any inconsistent provisions in the Agreement.

8.8. Injunctive and Other Relief

8.8.1. The Parties acknowledge that a breach of any provisions within s. 8 may cause irreparable harm to the Disclosing Party or any third party to whom the Disclosing Party owes a duty of confidence and that the injury to the Disclosing Party or any third party may be difficult to calculate and inadequately compensable in damages.

8.8.2. The Parties agree that the Disclosing Party is entitled to obtain injunctive relief (without proving any damage sustained by it or by any third party) or any other remedy against any actual or potential breach of the provisions of s. 8.

9. CUSTOMER DATA

9.1. Safeguards

9.1.1. Taking into account state of the art, the costs of implementation, and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Vendor shall maintain appropriate technical and organizational measures concerning Purchaser's Customer Data and to ensure a level of security appropriate to the risk.

9.1.2. The Purchaser acknowledges that the security measures are subject to technical progress and development and that any updates or modifications to the security measures from time to time will be provided to the Purchaser in writing.

9.1.3. The Purchaser reserves the right to review and make recommendations for change to any update or modification if such updates and modifications degrade or diminish the overall security of the Software.

9.2. Rights to Customer Data

9.2.1. The Purchaser shall own rights, title, and interest in and to all of its Customer Data and have sole responsibility for the legality, reliability, integrity, accuracy and quality of its Customer Data.

9.3. Custody and Control of Customer Data

9.3.1. The Purchaser is transferring only physical custody of Customer Data to the Vendor, not control of that Customer Data.

9.3.2. Authority for the use, disclosure, access, destruction and integrity of any Customer Data remains with the Purchaser at all times.

9.4. Use of Customer Data

9.4.1. Unless otherwise approved by the Purchaser in writing, the Vendor will only use Customer Data to perform the Vendor's obligations or exercise the Vendor's rights under this Agreement.

9.5. Processing of Customer Data

9.5.1. Where the Vendor must Process the Purchaser's Customer Data on behalf of the Purchaser to provide the Goods and/or Services, the following shall apply:

9.5.1.1. Where the Purchaser is a Controller of the Customer Data covered, the Vendor shall be a Processor Processing Customer Data on behalf of the Purchaser.

9.5.1.2. Where and to the extent the Vendor Processes Customer Data as a Data Controller, the Vendor will process such Customer Data in compliance with Applicable Data Protection Laws and with reasonable security measures.

9.5.1.3. The Purchaser shall ensure that its instructions comply with all laws, rules and regulations applicable to the Customer Data and that the Processing of Customer Data per the Purchaser's instructions will not cause the Vendor to be in breach of Applicable Data Protection Law.

9.5.1.4. The Vendor shall immediately notify the Purchaser, wherein its opinion an instruction of the Purchaser infringes Applicable Data Protection Law and request that the Purchaser withdraw, amend or confirm the relevant instruction.

9.5.2. The Purchaser is solely responsible for the accuracy, quality, and legality of the following:

9.5.2.1. the Customer Data provided to the Vendor by or on behalf of the Purchaser; how the Purchaser acquired any such Customer Data; and

9.5.2.2. the Instructions it provides to the Vendor regarding the Processing of such Customer Data.

9.5.3. The Purchaser shall not provide or make available to the Vendor any Customer Data in violation of the Agreement or otherwise inappropriate for the nature of the Goods and/or Services.

9.6. Storage of Customer Data

9.6.1. Unless the Purchaser otherwise directs in writing, the Vendor will not store, disclose or have Customer Data accessible outside of securely based webpages.

9.6.2. If the Vendor determines that temporary storage and access to Customer Data may be required outside of Canada, it will first notify the Purchaser, and the Parties will work together to ensure that the storage and access take place for the minimum time necessary in the circumstances and otherwise in accordance with FIPPA, MFIPPA, PHIPA, and/or PIPEDA, and the Vendor will comply with any storage and access conditions imposed by the Purchaser.

9.7. Authorized Employees Only

9.7.1. The Vendor will ensure that no person collects, accesses, uses and/or discloses Customer Data except for those employees and/or Participating Entities of the Vendor who are required to collect, access, use or disclose the Customer Data for the purpose of the Vendor performing its obligations under this Agreement ("Authorized Employees").

9.7.2. The Vendor shall ensure that all persons authorized to Process the Purchaser's Customer Data are made aware of the confidential nature of Customer Data and have committed themselves to confidentiality (e.g., by confidentiality agreements) or are under an appropriate statutory obligation of confidentiality.

9.8. Security Measures

9.8.1. The Vendor will have appropriate security measures in place to ensure that Customer Data is collected, accessed, used, disclosed and disposed of only by Authorized Employees, including, without limitation:

9.8.1.1. Restricted access to records containing paper copies of Customer Data;

9.8.1.2. restricted access to Customer Data stored on computer systems and electronic storage devices and media by using unique user IDs and passwords that are linked to identifiable Authorized Employees;

9.8.1.3. systems containing Customer Data will be available for the Purchaser to download for a thirty (30) day period upon Termination or Expiration

9.8.1.4. Customer Data, unique IDs and passwords will not be transmitted over the Internet or any other wide area or local network (whether by e-mail or otherwise) unless:

9.8.1.4.1. The Vendor uses industry best practices and privacy-enhancing technologies for data security, including securing the transmission that renders it unreadable except by the intended recipient.

9.9. Inspection by the Purchaser

9.9.1. The Purchaser or its authorized representative may, on reasonable Notice and during-Business Hours, inspect Vendor's information management policies or practices relevant to its compliance with this Agreement.

9.10. Notice Of Non-Compliance

9.10.1. The Purchaser will promptly notify the Vendor in writing that it reasonably believes any non-compliance with s. 9 (including any misappropriation of Customer Data) and will further inform the Vendor of all steps the Purchaser proposes that the Vendor take to address and prevent the recurrence of such non-compliance

9.11. Sale of Customer Data

9.11.1. The Vendor agrees that Customer Data, and any associated data, shall not be disclosed, sold, assigned, leased, or otherwise provided to third parties by the Vendor; and/or commercially exploited by or on behalf of the Vendor or third parties.

9.11.1.1. Notwithstanding the foregoing, the Vendor may disclose the existence and terms of this Agreement, in confidence, to a potential purchaser of or successor to any portion of such its business resulting from the reorganization, spin-off, or sale of all or a portion of all the assets of any business, division, or group.

9.12. Return and Destruction of Data

9.12.1. The Vendor will not retain any records of Customer Data in any form whatsoever, including any hard copy and/or electronic format.

9.12.2. The Parties agree that upon Expiration, Termination and/or at the Purchaser's choice, the Vendor shall:

9.12.2.1. Shred all paper copies of Customer Data by a bonded, confidential destruction service

9.12.2.2. Destroy all videotapes by fully de-magnetizing and not simply erasing.

9.12.2.3. Enable the Purchaser to retrieve any Customer Data from the Services at any time, within ten (10) days of a request, and in a file format native to the stored Customer Data (i.e., Word, Excel, PowerPoint, PDF or MP4).

9.12.2.4. Enable the Purchaser to delete all Customer Data through a support request to the Vendor.

9.12.2.5. Delete all Customer Data, and delete any existing copies in compliance with its data retention and deletion policy, except to the extent that further storage by the Vendor is required by applicable law and terms of this agreement.

9.12.3. Post Termination of this Agreement, enable Customer to retrieve Data which has been stored as required by law or terms of this agreement, in a file format native to the stored Customer Data (i.e., Word, Excel, PowerPoint, PDF or MP4).

9.12.4. If return or destruction is impracticable or prohibited by law, rule or regulation, the Vendor shall take measures to block such Customer Data from any further Processing (except to the extent necessary for its continued hosting or Processing required by applicable law) and shall continue to appropriately protect the Customer Data remaining in its possession, custody, or control and, where any authorized subprocessor continues to possess the Customer Data, require the authorized subprocessor to take the same measures that would be required of the Vendor.

9.12.5. If the Vendor destroys and purges all the Customer Data in its possession, the Vendor shall provide a Content Destruction Certificate attesting to the permanent destruction of the Customer Data.

9.13. Termination for breach

9.13.1. Any breach of this s. 9 by the Vendor or its Personnel will be considered an Event of Default and will be grounds for immediate termination of this Agreement by the Purchaser without liability to the Vendor of any kind.

10. SECURITY BREACH

10.1. Vendor's Responsibility

10.1.1. The Vendor shall be responsible for incident response, business continuity and disaster recovery, and all IT-related security measures, including within server and cloud-based environments, necessary for the prudent protection of the Software and all Customer Data.

10.2. Purchaser's Responsibility

10.2.1. The Purchaser is responsible for unauthorized use of any password or account or any other known or suspected misuse of the Software by its Personnel.

10.3. Security Notification

10.3.1. The Parties agree to notify the other Party of a known or suspected Security Breach as soon as practicable but by twenty four (24) hours after becoming reasonably aware of the Security Beach.

The Vendor has agreed to notify the Purchaser of any Security Breaches as follows:

Person: Shirley Glover

Phone: (519) 661-4834 x.

E-mail: childrensservicesadmin@london.ca

The Purchaser has agreed to notify the Vendor of any Security Breaches as follows:

Person: President

10.4. Investigation

10.4.1. The Parties agree that immediately following notification of a Security Breach, the Parties shall coordinate with each other to investigate and resolve the Security Breach, including, without limitation:

10.4.1.1. Facilitating interviews with Personnel and others involved in the matter.

10.4.1.2. Make available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards or as otherwise reasonably required by the other Party.

10.5. Return to Operational State

10.5.1. In case of a Security Breach that involves the Software, howsoever caused, the Vendor shall render assistance, if requested by the Purchaser, in returning any of the Customer Data and/or the Software to a fully secure and operational state.

10.6. Public Notification

10.6.1. Where the Security Breach occurs solely due to the Vendor, with the Customer Data, or any other information pertaining to this Agreement, which is in the care and control of the Vendor, the Vendor shall be responsible for any notification requirements of the persons affected by the Security Breach at its cost.

10.6.1.1. For greater clarity, the Purchaser will not be paying or otherwise compensating the Vendor for any notification requirements as a result of the Security Breach solely caused by the Vendor.

11. INTELLECTUAL PROPERTY

11.1. Vendor's Intellectual Property

11.1.1. The Purchaser agrees that all Intellectual Property provided by the Vendor to the Purchaser, including the Software and Documentation, is not the Purchaser's Intellectual Property; newly created Intellectual Property or third party Intellectual Property and shall remain the sole property of the Vendor at all times.

11.1.2. The Purchaser acknowledges that international and national copyright laws and treaties protect the Software.

11.2. Newly Created Intellectual Property

11.2.1. All newly created Intellectual Property (concepts, products or processes) produced by or resulting from the Goods and/or Services rendered by the Vendor or which are otherwise developed or first reduced to practice by the Vendor in the Goods and/or performance of the Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Vendor unless the concepts, products or processes were conceived by, or jointly conceived with, the Purchaser. All new code/features requested by and/or developed jointly with Vendor and Purchaser shall have the quote contain a clause on IP ownership, and consideration given to IP management.

11.3. Presumption Governing Intellectual Property Ownership

11.3.1. If the Vendor's Intellectual Property or third party Intellectual Property forms any part of the Goods and/or Services, the Vendor shall notify the Purchaser of such prior to delivering the particular Goods and/or Services containing any such the Vendor Intellectual Property or third party Intellectual Property.

11.3.2. In the absence of such Notice, the Agreement shall presume that the Vendor is the sole owner of any Intellectual Property in any form contained in any of the Goods and/or Services.

11.3.3. Should the Vendor include third-party confidential, proprietary information within the Goods and/or Services, the Vendor remains responsible for securing all rights to use and repackage third-party components and pass on those rights to the Purchaser without additional charges.

11.4. No Restrictive Material

11.4.1. The Vendor shall not incorporate into any Goods and/or Services anything that would restrict the right of the Purchaser to use the Goods and/or Services in any way that the Purchaser deems necessary without providing Notification to the Purchaser of such restriction.

11.5. Purchaser's Covenants on Intellectual Property

11.5.1. The Purchaser acknowledges and agrees that the Software and any Documentation related thereto are the property of the Vendor and that the only rights which the Purchaser obtains to the Software and Documentation are those contained in this Agreement.

11.5.2. Further, the Purchaser covenants that it shall:

11.5.2.1. Not make available the Software for Use by any third party.

- 11.5.2.2. Not directly or indirectly through any third parties, attempt to reverse-engineer or de-compile the operation of the Software in any manner through current and future available technologies, except that the Purchaser may modify the Customer Data to the extent and in the manner described in the Documentation.
- 11.5.2.3. Not make copies of any portion of the Software and Documentation, except for backup purposes, and any such copies become the property of the Vendor.
- 11.5.2.4. Only carry out such modifications on the Software as previously authorized in writing by the Vendor.
- 11.5.2.5. All right, titles and interests in and to any modification to the Software belong to the Vendor.

11.6. Development Input

- 11.6.1. The Purchaser shall be entitled to provide the Vendor with information and feedback concerning the Software's functional requirements and product definition, which the Vendor may consider when formulating the product development roadmap and plans.
- 11.6.2. This cooperative process between the Parties does not create any obligation upon the Vendor to adhere to the Purchaser's feedback, nor does it create any ownership interest in the Software on the part of the Purchaser should the Vendor incorporate any of the Purchaser's suggestions into the development plan or ultimately into the Software unless under the provisions outlined in ss. 11.2.1. of this agreement

11.7. Breach

- 11.7.1. The Parties recognize that the Software and related Documentation are essential and of central importance to the business of the Vendor, and if the Purchaser shall breach any part of s. 11, the Vendor shall have the right, in its sole discretion, to Terminate this Agreement.
- 11.7.2. In the event of a breach, the Vendor shall have the right to seek damages for any special, indirect or consequential damages, including but not limited to lost profits, revenues, or other commercial or economic losses.
- 11.7.3. To assist the Vendor in protecting its proprietary rights, the Purchaser shall permit the Vendor to inspect, during ~~normal business hours~~ Business Hours, the facility at which the Software is used and/or stored.

12. RECORDS

12.1. Financial Records

- 12.1.1. The Vendor shall keep proper books of accounts and records, in accordance with generally accepted business and accounting practices, of all payments received, charges, evidence of payment, and/or billing associated with this Agreement, for a minimum period of seven (7) years from their creation.
- 12.1.2. The Parties agree that in the event the Vendor ceases operation, the Vendor will not dispose of any records, documents, materials, or statements related to the Agreement without the prior consent of the Purchaser, which may be given subject to such conditions, as the Purchaser deems advisable.

12.2. Data Files and/or Records

- 12.2.1. Any data, files, logs, reports, documents and materials collected and/or prepared by the Vendor to fulfill its obligations under this Agreement, exclusive of Customer Data, must be kept for a minimum period of seven (7) years from their creation.
- 12.2.2. All such data, files, logs, reports, documents and materials collected and/or prepared may be requested and reviewed by the Purchaser at any time and shall be delivered by the Vendor to the Purchaser upon request.

12.3. Investigations

- 12.3.1. The Purchaser may, at its own expense, upon twenty-four (24) hours' Notice to the Vendor, and during Business Hours, enter upon the Vendor's premises to investigate the Vendor regarding the Vendor's compliance with the Agreement, including assessing any of the following:
 - 12.3.1.1. The truth of any of the Vendor's representations and warranties.
 - 12.3.1.2. The progress of the Goods and/or Services.
 - 12.3.1.3. The Vendor's invoices and payment records.

12.4. Audits

- 12.4.1. The Vendor shall permit Personnel of the Purchaser, at any time during the Term of this Agreement, and for seven (7) years after the Termination or Expiration of the Agreement, and during the Vendor's Business Hours to audit, review and make copies, at the Purchaser's expense, of the Vendor's, financial records, books of account, and other documents relating to this Agreement provided that the Purchaser gives the Vendor twenty- four (24) hours' Notice of its intention to do so and that a representative of the Vendor be present and their presence is not unreasonably withheld.

12.5. Security Audit for Purchaser Account

- 12.5.1. The Vendor agrees that the Purchaser may perform an annual assessment, audit, examination or review of all controls in the Vendor's physical and/or technical environment concerning all Customer Data being handled in relation to the Software.
- 12.5.2. The Vendor shall fully cooperate with such assessment by providing access to knowledgeable Personnel and documentation related to processes, stores, or transport of Customer Data for the Purchaser.
- 12.5.3. The Purchaser has agreed to coordinate all security audit requests with the Vendor's designated security Personnel.
- 12.5.4. If a third party is selected to perform an audit on behalf of the Purchaser, the Purchaser will ensure that the third party has signed a non-disclosure agreement prior to commencing with the audit.

12.6. Cooperation

- 12.6.1. To assist the Purchaser in respect of its rights provided for under s. 12, the Vendor will reasonably cooperate with the Purchaser by:
 - 12.6.1.1. Ensuring the Purchaser has access to the records, logs, and documents wherever they are located.
 - 12.6.1.2. Assisting the Purchaser in copying records and documents related to this Agreement.
 - 12.6.1.3. Providing to the Purchaser, in the form the Purchaser specifies, any information the Purchaser identifies.

12.7. Control of Records

- 12.7.1. No provision of the Agreement will be construed to give the Purchaser any control whatsoever over any of the Vendor's records.

13. INDEMNITY

13.1. Indemnification by the Vendor

- 13.1.1. The Vendor agrees that it will indemnify and hold harmless the Purchaser and each of its council members, directors, managers, supervisor, employees, and those for whom the Purchaser is at law responsible from and against any and all Claims, by whomsoever made, sustained, incurred, brought or prosecuted, including for third-party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Vendor, its Participating Entities, or its respective directors, officers, agents, employees, affiliates, and/or volunteers in the course of carrying out, providing and/or administering the Goods and/or Services and/or in connection with this Agreement.

13.2. Indemnity against Indirect Damages

- 13.2.1. The Vendor further agrees to indemnify and hold harmless the Purchaser for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit by any person, entity or organization, including, without limitation, the Purchaser, claimed or resulting, from such Claims.

13.3. Indemnity against Employment Matters

- 13.3.1. Nothing under this Agreement shall render the Purchaser responsible for any employment, benefit or termination liability (including those under or in connection with WSIA), whether statutorily required, at common law or otherwise, resulting from the Goods and/or Services supplied under this Agreement by persons employed or otherwise engaged by the Vendor.
- 13.3.2. If employment-related costs or other related responsibilities fall to the Purchaser for any reason whatsoever, the Vendor agrees to indemnify the Purchaser for such expenses and/or Claims.

13.4. Indemnity against Disclosure and Infringement

- 13.4.1. The Vendor shall well and truly save, keep harmless and fully indemnify the Purchaser from and against all Claims whatsoever which may be brought against or made upon them or any of them for:
 - 13.4.1.1. the infringement of or use of any Intellectual Property rights, including any copyright or patent arising out of the reproduction or use in any manner of any plans, designs, drawings, specifications, information, negatives, data, material, sketches, notes, documents, memoranda or computer software furnished by the Vendor in relation to the Goods and/or Services; and
 - 13.4.1.2. disclosure or use by the Vendor and/or any of its Personnel or any person for which it is at law responsible of Confidential Information contrary to MFIPPA, PHIPA, and/or PIPEDA, except to the extent authorized in writing by the Purchaser.

13.5. Notification

- 13.5.1. The Purchaser shall Notify the Vendor of any Claim that is asserted and each action or suit that is filed or served and provide the Vendor with a copy of any written documentation received in relation to the Claim, for which the Purchaser is seeking indemnification pursuant to ss. 13.1, ss. 13.2, ss. 13.3 and ss. 13.4 provided that failure to give such Notice shall not relieve the Vendor.

- 13.5.2. Upon notification, the Vendor may thereafter assume control of such Claim, provided that the Purchaser shall have the right to participate in the defense or settlement of such Claim.
- 13.5.3. The Purchaser may employ counsel at its own expense to assist with any such Claim; however, if such counsel is necessary because of a conflict of interest of either the Vendor or its counsel or because the Vendor does not assume control, the Vendor shall bear the expense of such counsel.
- 13.5.4. The Vendor may not settle any Claim, admit any liability, or consent to any judgment with respect thereto without the consent of the Purchaser, which consent may not be unreasonably withheld, delayed or rejected.

13.6. Indemnification by the Purchaser

The Purchaser shall indemnify and hold the Vendor and all its Personnel, board members, and shareholders harmless from any and all Claims brought against it arising out of the operational utilization of the Goods and/or Services by the Purchaser and its Personnel save, and except where said Claims occur as a result of the breach of this Agreement by the Vendor or the Vendors gross negligence or willful misconduct or the failure of the Goods and/or Services to meet Specifications.

14. INSURANCE

14.1. Requirements

- 14.1.1. The Vendor has agreed to purchase and maintain in force all the necessary and appropriate insurance that a prudent person carrying out similar Services or providing similar Goods would carry.
- 14.1.2. For greater clarity, the Vendor, at its own expense, with an insurer acceptable to the Purchaser that has a secure A.M. Best rating of B+ or greater, shall carry the following insurance policies:
- 14.1.2.1. **Commercial general liability** insurance on an occurrence basis for third-party bodily injury/death, personal injury/death and property damage, to an inclusive limit of not less than five million dollars (\$5,000,000) per occurrence, five million dollars (\$5,000,000) products and completed operations aggregate.
- 14.1.2.1.1. The policy is to include the following:
- 14.1.2.1.1.1. as an additional insured "The Corporation of the City of London";
 - 14.1.2.1.1.2. contractual liability coverage;
 - 14.1.2.1.1.3. cross-liability clause;
 - 14.1.2.1.1.4. employers liability coverage (or compliance with ss. 14.10);
 - 14.1.2.1.1.5. 30-day Notice of cancellation, termination or material change; and
 - 14.1.2.1.1.6. tenants' legal liability coverage (if applicable and with applicable sub-limits).
- 14.1.2.2. **Errors and omissions professional liability** covering the Goods and/or Services described in this Agreement, such policy to provide coverage for an amount not less than two million dollars (\$2,000,000) dollars and to continue for twelve (12) months following the Expiry or earlier Termination of the Agreement.
- 14.1.2.2.1. The coverage under the policy will cover insurable losses arising out of or in association with an error or omission in rendering or failure to complete and provide the Goods and/or Services as set out in this Agreement.
- 14.1.2.2.2. Coverage under the policy will respond to, but not be limited to, the following occurrences:
- 14.1.2.2.2.1. Privacy breaches and violations as a result of but not limited to unauthorized access to or wrongful disclosure or dissemination of Confidential Information.
 - 14.1.2.2.2.2. Failure to properly handle, manage, store, destroy or control Customer Data and the failure to comply with privacy laws and their respective regulations regarding its collection, access, transmission, processing and disclosure.
 - 14.1.2.2.2.3. Coverage will extend to include the costs associated with notification of affected parties, regardless if required by statute as well as any fines or penalties or costs imposed as a result of the breach, including the defence of any regulatory action involving a breach of privacy.
 - 14.1.2.2.2.4. Network security incidents arising from system security failures such as, but not limited to, unauthorized access, theft or destruction of data, electronic Security Breaches, denial of service, the spread of the virus within the Purchaser's computer network or other third party computer information systems and will further include expenses related to third party computer forensics.
 - 14.1.2.2.2.5. Privacy breach expenses, including crisis management related to electronic and non-electronic breaches.

- 14.1.2.2.2.6. Content or media liability, including personal and advertising liability, Intellectual Property infringement coverage arising out of media content created, produced or disseminated by the Vendor.
- 14.1.2.2.2.7. Coverage for the delay in the performance of a contract or Agreement resulting from an error or omission.
- 14.1.2.2.2.8. Coverage for damages resulting from dishonest and criminal acts committed by Personnel of the Vendor.
- 14.1.2.2.3. If coverage is to be cancelled or non-renewed for any reason, the Vendor shall provide the Purchaser with ninety (90) days Notice of said cancellation or non-renewal.
- 14.1.2.2.4. The Purchaser may request an Extended Reporting Endorsement be purchased by the Vendor at the Vendor's expense.
- 14.1.2.2.4.1. The Purchaser will decide the Term of the Extended Reporting Endorsement up to a maximum of five (5) years post current policy lapse.

14.2. All-Risk Coverage

- 14.2.1. The Vendor is responsible for any loss or damage to any of its materials, goods, equipment or supplies and will maintain appropriate all-risk coverage as any prudent owner of such.

14.3. Subrogation

- 14.3.1. The Vendor shall have no claim against the Purchaser or the Purchaser's insurers for any damage or loss to its property in the performance of its obligations under this Agreement and shall require its insurers to waive any right of subrogation against the Purchaser.

14.4. Non-Contribution

- 14.4.1. The Vendor has agreed that each insurance policy shall provide that the policy is non-contributing and applies only as primary and not as excess to any other insurance available to the Purchaser.

14.5. Liability Limits

- 14.5.1. The Vendor has agreed that the coverage and limits of liability noted above are not to be construed as the limit of liability of the Vendor under this Agreement.

14.6. Deductibles

- 14.6.1. The Parties agree that the insurance policies noted in ss. 14.1.2.1, ss. 14.1.2.2, and ss. 14.2 may be subject to reasonable deductible amounts, which the Vendor shall solely bear.

14.7. Participating Entities

- 14.7.1. Where a Participating Entity is retained for the Goods and/or Services, the Vendor must ensure the necessary insurance equal to the limits and coverages required herein.

14.8. Insurance Certificates

- 14.8.1. The Vendor has agreed that it shall submit a certificate evidencing the insurance policies noted in ss. 14.1.2.1 and ss. 14.1.2.2 signed by the insurer or an authorized agent of the insurer, which must be delivered to the Purchaser prior to the execution of this Agreement.
- 14.8.2. The Vendor further agrees that at the expiry of insurance policies, originally signed certificates evidencing renewal will be provided to the Purchaser without Notice or demand.

14.9. Continuous Coverage

- 14.9.1. Notwithstanding anything to the contrary in this Agreement, the Vendor has agreed that insurance shall be kept in full force and effect throughout the Term and for a period ending no sooner than one (1) year after the Termination or Expiration of this Agreement, as the case may be.

14.10. WSIB

- 14.10.1. If the Vendor does not have employers' liability coverage, the Vendor shall ensure that any and all persons, including but not limited to volunteers, students, Participating Entities, or any other individual providing Goods and/or Services under this Agreement, have secured WSIB coverage, whether required statutorily or not, for the Term.
- 14.10.2. Furthermore, the Vendor represents and warrants that it shall be in good standing with WSIB throughout the Term.
- 14.10.3. The Vendor agrees that it is not, nor is any person hired by it, covered by the Purchaser under WSIA, and the Vendor shall be responsible for and shall pay all dues and assessments payable under the WSIA, whether provincial or federal, in respect to the Vendor and the Vendor's Personnel.
- 14.10.4. Upon the Purchaser's request, the Vendor shall produce a clearance certificate issued by 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 Goods and/or Services and that the Purchaser is relieved of financial liability.
- 14.10.5. Thereafter, throughout the Term, a new clearance certificate may be requested by the Purchaser from the Vendor every ninety (90) days or upon expiry of the certificate's validity period, whichever comes first.

15. DISPUTE RESOLUTION PROCESS

- 15.1. The Parties have agreed to use the dispute resolution process herein to resolve any issues arising between them under the terms of this Agreement.
- 15.2. However, the Parties agree that the dispute resolution process prescribed in this article does not limit, affect, modify, or alter any rights and remedies of the Parties to Terminate this Agreement.

15.3. Dispute Resolution by Rectification Notice

- 15.3.1. The Parties agree that when a Party fails to comply with any of its obligations under the Agreement (a "Defaulting Party"), the Party not in default (a "Non-Defaulting Party") may deliver a Rectification Notice setting out the manner and time frame for rectification.
- 15.3.2. Within seven (7) Business Days of receipt of the Rectification Notice, the Defaulting Party shall either:
- 15.3.2.1. Comply with the terms of the Rectification Notice, or
 - 15.3.2.2. deliver a satisfactory rectification plan (a "Rectification Plan") to the Non-Defaulting Party.

15.4. Dispute Resolution by Formal Discussion

- 15.4.1. If a Defaulting Party fails to either (a) comply with a Rectification Notice or (b) deliver a satisfactory Rectification Plan, the Parties shall attempt to resolve the dispute identified in the Rectification Notice by means of a Formal Discussion within ten (10) Business Days after receipt of a Notice of the Defaulting Party's failure to comply with a Rectification Notice or to provide a satisfactory Rectification Plan.

15.5. Dispute Resolution by Mediation

- 15.5.1. If the Formal Discussion fails to resolve some or all of the issues in dispute identified in the Rectification Notice, the Parties shall attempt to resolve all of the remaining issues through mediation.
- 15.5.2. If the Parties do not resolve the remaining issues in dispute through mediation, then either Party may pursue resolution through legal means.

15.6. Performance during Dispute Resolution

- 15.6.1. Subject to the terms and conditions of this Agreement, unless requested or otherwise agreed to by the Purchaser, the Vendor shall not stop or suspend the delivery of Goods and/or performance of the Services hereof pending the resolution of any dispute.
- 15.6.2. At any time prior to the resolution of a dispute, the Purchaser may provide a written direction to the Vendor as to the manner by which it shall deliver Goods and/or Services pending resolution of the dispute, and the Vendor shall proceed as directed.

16. REPRESENTATIVES MAY BIND THE PARTIES

- 16.1. The Parties confirm that their respective representatives have the authority to legally bind them to the extent permissible by law.

17. WHOLE AGREEMENT

- 17.1. This Agreement represents the whole contract between the Parties and supersedes and replaces all other arrangements, whether written or oral, between the Purchaser and the Vendor, concerning the subject matter hereof.
- 17.2. As of the Effective Date of this Agreement, any services, funding or other agreements between the Purchaser and the Vendor relating to the Goods and/or Services existing prior to the Effective Date are terminated and of no further force and effect.

18. NUMBER, GENDER, PERSON

- 18.1. The Parties agree that words or numbers in or implying the singular include the plural and vice versa, and words having gender include all genders in this Agreement.

19. AMBIGUITIES

- 19.1. Any ambiguities or uncertainties in phrases or terminology employed under this Agreement will be given the interpretations determined by the Purchaser in its discretion, acting reasonably, and the same shall be binding upon the Parties.

20. INTERPRETATION

- 20.1. The protections extended to the Purchaser under the articles, section and/or clauses hereof shall be read independently one from the other, and one such clause shall not be construed as to limit the protections given to Purchaser under any other.

21. APPENDICES

- 21.1. The Parties agree that the following Appendices shall be deemed to be incorporated herein by reference:

- 21.1.1. APPENDIX A: CHANGE ORDER REQUEST FORM
- 21.1.2. APPENDIX B: [Intentionally left blank]
- 21.1.3. APPENDIX C: SOLUTION
- 21.1.4. APPENDIX D: PRICING
- 21.1.5. APPENDIX E: IMPLEMENTATION AND INSTALLATION
- 21.1.6. APPENDIX F: TRAINING AND DOCUMENTATION
- 21.1.7. APPENDIX G: SUPPORT, UPGRADES AND MAINTENANCE
- 21.1.8. APPENDIX H: DATA

21.2. The Parties agree that to the extent any terms or conditions of an Appendix conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall control unless the Agreement expressly and states explicitly that an Appendix shall supersede the Agreement on a specific matter.

22. LANGUAGE

- 22.1. The Parties agree that this Agreement and any related documents be drawn up in English unless mutually agreed otherwise.
- 22.2. The Parties agree that the English-language version of the Agreement takes precedence over any other translations or versions.

23. ARTICLES AND SECTIONS

- 23.1. The Parties agree that any reference in the Agreement to an article or section or any other subdivision thereof shall, unless the context otherwise requires, be taken as a reference to the correspondingly labelled provision of this Agreement and is for convenience of reference and shall not affect the construction or interpretation of this Agreement.
- 23.2. All numerical references to a heading, article, or section include reference to any and all subsections, as the context requires

24. HEADINGS

- 24.1. The headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement.

25. CURRENCY

- 25.1. The Parties agree that reference to currency is to Canadian currency, and any amount advanced, paid or calculated is to be advanced, paid or calculated in Canadian currency.

26. COST AND EXPENSES

- 26.1. The Parties agree that all costs and expenses (including without limitation the fees and disbursements of legal counsel) connected with this Agreement, except all costs associated with a Party's indemnification responsibilities, shall be paid by the Party incurring that expense.

27. NON-EXCLUSIVITY

- 27.1. The Vendor acknowledges and agrees that entering into this Agreement with the Purchaser is not a guarantee or promise of exclusivity.
- 27.2. The Purchaser, at its discretion, may arrange for the performance of any Service or procure same or similar Goods by entities (internal and external) other than the Vendor.

28. WAIVER

- 28.1. The Parties agree that no term or provision of this Agreement shall be deemed waived and no breach consented to unless such waiver or consent is in writing and signed by an authorized representative of the Party claiming to have waived or consented.
- 28.2. The Parties agree that no consent by a Party to, or waiver of, a breach under this Agreement shall constitute consent to, waiver of, or excuse for any other, different or subsequent breach, except where expressly indicated otherwise.

29. SURVIVAL

- 29.1. The Parties agree that all representations, warranties and obligations for confidentiality (s. 8), customer data (s. 9), security breach (s. 10), intellectual property (s. 11), record-keeping (s. 12), indemnification (s. 13), and insurance (s. 14) as outlined in this Agreement shall survive Termination or Expiration of the Term and will continue in force after, and despite, such Termination or Expiration until they are satisfied or by their nature expire.

30. SEVERABILITY

- 30.1. The Parties agree that if any term or other provision of this Agreement or attached Appendix is invalid, illegal or incapable of being enforced by any applicable law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party.
- 30.2. If one or more of the phrases, sentences, clauses, paragraphs, sections or subsections contained in this Agreement is declared invalid by final and unappealable order, decree or judgment of any court of competent jurisdiction, this Agreement shall be construed as if such phrase(s), sentence(s), clause(s), paragraph(s), section(s) or subsection(s), had not been inserted.

31. JOINT AND SEVERAL LIABILITY

- 31.1. Where the Vendor comprises more than one entity, each entity will be jointly and severally liable to the Purchaser for the fulfillment of the obligations of the Vendor under the Agreement.

32. AMENDMENTS

- 32.1. The Parties agree that any change or alteration to this Agreement shall be made in writing and signed by the Parties unless an article or section in this Agreement has expressly stated otherwise.
- 32.2. For additional clarity, this Agreement cannot be unilaterally modified by any internal policies, procedures, guidelines, correspondence, or other documents (i.e., posted electronically on a public website) from either Party.

33. SUCCESSORS

- 33.1. The Parties agree that this Agreement shall be binding upon and to the benefit of the successor and permitted assigns of each Party.

34. FURTHER ASSURANCES

- 34.1. The Parties agree that at any time and upon the request of the other Party, execute and deliver such documents and do such further acts and things as the Party may reasonably request to evidence, carry out and give full effect to the terms, conditions, intent and meaning of this Agreement.

35. FORUM OF LAW

- 35.1. The Parties agree that this Agreement shall be governed by, and construed and enforced under, the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- 35.2. The Parties agree that each Party hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of such province and all courts competent to hear appeals therefrom.
- 35.3. Unless the Purchaser otherwise agrees in writing, any action or other legal proceeding arising under the Agreement (including any motion or other interlocutory proceeding) shall be brought in the Superior Court of Ontario sitting in London, Ontario.

36. COMPLIANCE WITH LAWS

- 36.1. The Vendor agrees that it shall comply with all laws, statutes, regulations, by-laws, rules, declarations, ordinances, directions, directives, orders, and requirements of all federal, provincial, municipal, local and other governmental and quasi-governmental authorities, departments, commission and councils having jurisdiction hereof, including the Employment Standards Act, 2000, S.O. 2000, c. 41; Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c.11; the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56; the Personal Information Protection and Electronic Documents Act, S.C. 2000, c.5; Personal Health Information Protection Act, 2004, S.O. 2004, c.3, Sched. A; Human Rights Code, R.S.O. 1990, c. H.19; French Language Services Act, R.S.O. 1990, c. F.32; and Occupational Health and Safety Act, R.S.O. 1990, c. 0.1 as amended or re-enacted from time to time, with all regulations thereunder, and any successor legislation.

37. RIGHTS AND REMEDIES CUMULATIVE

- 37.1. The rights and remedies of the Purchaser under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

38. NOT A PARTNER, AGENT OR EMPLOYEE

- 38.1. The Vendor shall have no power or authority to bind the Purchaser or assume or create any obligation or responsibility, expressed or implied, on behalf of the Purchaser.

- 38.2. The Vendor shall not hold itself out as an agent, partner or employee of the Purchaser.
- 38.3. Nothing in the Agreement shall create an employment, partnership or agency relationship between the Purchaser and the Vendor or any of the Vendor's Personnel.
- 38.4. Expressly, the Parties agree that it is not intended by this Agreement that the Vendor or any of its directors, officers, employees, Participating Entities, agents or volunteers, employed or retained by the Vendor, shall be an employee of the Purchaser for the purpose of any applicable legislation including the Income Tax Act, R.S.C., 1985, c. 1 (51 h Supp.); Canada Pension Plan, R.S.C., 1985, c. C-8; Employment Insurance Act, S.C. 1996, c. 23; Workplace Safety and Insurance Act, 1997, S.O. 1997, c. 16, Sched. A; Occupational Health and Safety Act, R.S.O. 1990, c. O.1; and the Health Insurance Act, R.S.O. 1990, c. H. 6, all as amended from time to time and any legislation in substitution thereof.

39. RESPONSIBILITY OF VENDOR

- 39.1. The Vendor shall be responsible for the action or inactions of its Personnel and Participating Entities.
- 39.2. The Vendor shall advise all Personnel and Participating Entities of their obligations under the Agreement and ensure their compliance with the applicable terms of the Agreement.
- 39.3. The Vendor agrees it shall be solely responsible for any payments to its Personnel and Participating Entities employed, engaged, or retained by it to assist the Vendor in its obligations under this Agreement.
- 39.4. The Vendor shall coordinate the services of its Personnel and Participating Entities and ensure that this coordination complies with all relevant requirements of this Agreement.

40. REPRESENTATIONS, WARRANTIES AND COVENANTS

- 40.1. The Vendor represents, warrants and covenants that:
- 40.1.1. It is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement.
- 40.1.2. It has the full right and power to enter into the Agreement, and there is no arrangement with any other person that would interfere with the Purchaser's rights under this Agreement.
- 40.1.3. The Goods and /or Services to be supplied under this Agreement will be in accordance with the Purchaser's requirements and expectations, as set out herein.
- 40.1.4. It has the full and unencumbered right to grant to the Purchaser access to and use of the Software as provided in this Agreement, either through ownership or license, including upgrades, updates, improvements, modifications or enhancements, including any third party components embedded in the Software, and that the rights granted herein will not violate the terms of its agreements with any third parties.
- 40.1.5. The proprietary Software applications, modules, and platforms are free of spyware and malware.
- 40.1.6. There are no actions, claims, suits or proceedings pending or, to its knowledge, threatened against or adversely affecting it or any of its Participating Entities in any court or before or by any federal, provincial, municipal or other government departments, commission, board, bureau or agency, Canadian or Foreign, that might affect the Vendor's or its proposed Participating Entities' financial condition or ability to perform and meet any and all duties, liabilities and obligations as may be required under this Agreement, including the right to grant others the right to access and use the Software and/or the Documentation.
- 40.1.7. It has a code of conduct and ethical responsibilities, including a policy on protecting privacy in accordance with MFIPPA, PHIPA, and/or PIPEDA, if applicable, or that is consistent with the Canadian Standards Association Code for the Protection of Personal Information.
- 40.1.8. It has a policy on conflict of interest for all persons at all levels.
- 40.1.9. It has a policy on access for all persons in accordance with the AODA.
- 40.1.10. It shall at all times comply and ensure compliance with all applicable federal, provincial or municipal legislation relating to occupational health and safety, including, without limitation, the Occupational Health and Safety Act, R.S.O. 1990 c. O.1, as amended, and any and all applicable industry standards and guidelines pertaining to the Services.
- 40.1.11. That no rights under the Human Rights Code, R.S.O. 1990, C. H.19, as amended, or other applicable Human Rights Policy will be infringed due to its actions and inactions in accordance with the Agreement.
- 40.1.12. It has the licenses, permits or other approvals from federal, provincial, municipal or other government authorities and such private licenses, permits or approvals as necessary to enable the Vendor to furnish the Goods and/or Services pursuant to this Agreement.
- 40.1.13. It and its officers and Personnel shall remain members in good standing with any applicable regulatory college or professional association.

- 40.1.14. It has taken and will continue to take for the Term all reasonable actions to minimize and reduce the costs related to the Goods and/or Services that may be incurred as a result of the Termination or Expiration of the Agreement, including negotiating all contracts related to the Goods and/or Services, such as employment contracts, on terms and conditions that will enable the Vendor to minimize their cancellation costs in the event of the Termination or Expiration of the Agreement.
- 40.2. Upon the request of the Purchaser, the Vendor will provide the Purchaser with proof of the matters referred to in ss. 41.1.1, ss. 41.1.2, ss. 41.1.3, ss. 41.1.4, ss. 41.1.5, ss. 41.1.6, ss. 41.1.10, ss. 41.1.11, ss. 41.1.12, ss. 41.1.13, and ss. 41.1.14.

41. GOVERNANCE

- 41.1. The Vendor represents, warrants and covenants that it has, and shall maintain, in writing, for the period during which this Agreement is in effect:
- 41.1.1. Procedures to enable the Vendor to deliver the Goods in a timely manner.
- 41.1.2. Procedures to enable the Vendor to carry out the Service successfully.
- 41.1.3. Procedures to enable the Vendor to promptly identify risks to the continuation of the Goods and/or Services and strategies to address the identified risks.
- 41.1.4. Procedures to respond to and recover from instances of wrongdoing within the Vendor's organization, including Participating Entities, and if requested, submit a plan to address the wrongdoing to the Purchaser.
- 41.1.5. Procedures to enable the preparation and delivery of all Reports.
- 41.1.6. Procedures to enable the Vendor to deal with such other matters as the Purchaser considers necessary to ensure that the Vendor carries out its obligations under the Agreement.
- 41.2. Upon the request of the Purchaser, the Vendor will provide the Purchaser with proof of the matters referred to in ss. 42.1.1, ss. 42.1.2, ss. 42.1.3, ss. 42.1.4, ss. 42.1.5, and ss. 42.1.6.

42. CONFLICT OF INTEREST

- 42.1. The Vendor covenants that it shall:
- 42.1.1. Avoid any Conflict of Interest in the performance of its contractual obligations.
- 42.1.2. Disclose to the Purchaser immediately any actual or potential Conflict of Interest that arises during the performance of its contractual obligations.
- 42.1.3. Comply with any requirements prescribed by the Purchaser to resolve any Conflict of Interest.
- 42.2. In addition to all other contractual rights or rights available at law or in equity, the Purchaser may immediately terminate the Agreement upon giving Notice to the Vendor where:
- 42.2.1. The Vendor fails to disclose an actual or potential Conflict of Interest.
- 42.2.2. The Vendor fails to comply with any requirements prescribed by the Purchaser to resolve a Conflict of Interest.
- 42.2.3. The Vendor's Conflict of Interest cannot be resolved.

43. NOTICES

43.1. Method

- 43.1.1. The Parties agree that any demand, direction or other communication to be made or given hereunder shall be in writing and may be made or provided by personal delivery, by courier, by email, or sent by registered mail, charges prepaid, addressed to the respective Parties as follows:

Where the Purchaser is the intended recipient:

The Corporation of the City of London
300 Dufferin Avenue, London, ON N6A 4L9
Email: childrenservicesadmin@london.ca
Attention: Deputy City Manager, Social and Health Development

Where the Vendor is the intended recipient:

RBB Innovations Ltd. o/a One Human Service Network
Suite 1, 96 White Oak Drive East, Sault Ste. Marie, ON P6B 4J8
Email: darryl@onehsn.com
Attention: President

43.2. If By Personal Delivery or Courier

- 43.2.1. The Parties agree that any communications made by personal delivery or courier shall be conclusively deemed to have been given and received on the day of the actual delivery thereof.

43.3. If By Registered Mail

43.3.1. The Parties agree that any communication that is mailed shall be conclusively deemed to have been given and received on the fifth (5th) Business Day following the date of mailing, but if at the time of mailing or within five (5) Business Days after that, there is or occurs a labour dispute or other event that might reasonably be expected to disrupt the delivery of documents by mail then the communication may be delivered or transmitted through email instead.

43.4. If By Email

43.4.1. The Parties agree that any communications made or provided by email shall be conclusively deemed to have been given and received on the first Business Day following the transmittal.

44. ASSIGNABILITY

44.1. Consent Required

44.1.1. Neither Party shall assign the whole or any part of its obligations to this Agreement, except under ss. 45.5.2, without the prior written consent of the other Party.

44.2. Assignment and Assumption

44.2.1. In the event of an approved assignment, the Parties agree that the assignment may not be enforceable until the execution of an Assignment and Assumption arrangement between the Parties and the assignee, which said arrangement would be subject to the terms and conditions that the Purchaser may impose.

44.3. Transfer of Software License

44.3.1. Neither the Software nor the license nor any rights, duties, or obligations of the Purchaser under this Agreement may be rented, distributed, assigned, sublicenses or otherwise transferred by the Purchaser without the prior written consent of the Vendor.

44.4. Participating Entities

44.4.1. Without limiting the generality of the conditions which the Purchaser may require before consenting to the Vendor's use of a Participating Entity by the Vendor, every contract entered into by the Vendor with Participating Entities shall adopt all of the terms and conditions of the Agreement as far as applicable to those parts of the Goods and/or Services provided by Participating Entity.

44.4.2. All Participating Entities used by the Vendor shall meet all the requirements of the Agreement.

44.4.3 The Vendor shall provide the purchaser with a list of all Participating Entities,

44.5. Duty to Disclose Change of Control

44.5.1. If the Vendor undergoes a change in control, the Vendor shall immediately disclose such change in control to the Purchaser.

44.5.2. Notwithstanding ss. 45.1.1, either Party may assign this Agreement in its entirety, without consent of the other Party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other Party.

45. FORCE MAJEURE

45.1. Responsibility

45.1.1. Except for payment obligations under this Agreement, neither Party is responsible for delays or failures resulting from a Force Majeure event.

45.2. Obligations

45.2.1. The Party suffering (the "Affected Party") the Force Majeure event will:

45.2.1.1. Implement its applicable disaster recovery plan to the extent appropriate and practicable.

45.2.1.2. Give the other Party prompt Notice of the occurrence of a Force Majeure event.

45.2.1.3. Use diligent efforts to re-commence performance as promptly as commercially practicable pursuant to its disaster.

45.2.1.4. Provide periodic updates to the other Party regarding its efforts to re-commence performance until the performance has been re-commenced in accordance with this Agreement.

45.3. Obligation Suspended

45.3.1. Provided the Force Majeure Event is not caused or contributed to by the Affected Party; provided the Affected Party uses reasonable commercial efforts to remove or lessen the effects of the Force Majeure Event, the obligations of the Affected Party shall be suspended, to the extent that they are affected by the Force Majeure Event, from the date the Affected Party gives Notice until the cessation of the Force Majeure Event.

45.4. Purchaser's Entitlement

45.4.1. Where the Affected Party is the Vendor, the Purchaser shall be entitled to contract with a third party to meet its needs for Goods and/or Services for the duration of the Force Majeure Event.

45.4.2. In such a case, the consideration (if any) payable to the Vendor shall be reduced by an equitable amount to reflect the Goods and/or Services provided by the third party.

45.5. Additional Consideration

45.5.1. Notwithstanding anything contrary, the Vendor shall not be entitled to any increase in the consideration on account of any impact of a Force Majeure Event.

45.6. Cessation

45.6.1. On the cessation of such Force Majeure Event, the Affected Party shall:

- 45.6.1.1. immediately give Notice to the other Party of the cessation of the Force Majeure Event; and
- 45.6.1.2. resume performance of the obligations suspended as a result of the Force Majeure Event.

46. EVENT OF DEFAULT

46.1. Conditions for Default

46.1.1. The Parties agree that an Event of Default occurs under any of the following conditions:

- 46.1.1.1. That, if in the opinion of a Party ("Non-Defaulting Party"), the other Party ("Defaulting Party") is in material breach of the performance of, or compliance with any term, representation, condition, warranty, covenant, obligation and/or other material terms of this Agreement, which may include quality of Goods; Service performance; payment; provision of reports; insurance, WSIA, media, records, auditing, confidentiality obligations; or in the event of a second similar or same Rectification Notice.
- 46.1.1.2. That, on the sole opinion of the Purchaser, there is a material adverse change in risk.
- 46.1.1.3. A Party ceases to operate or carry on business as a going concern.
- 46.1.1.4. A Party is adjudged bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, makes any arrangement for the liquidation of its debts or a receiver or a receiver and manager is appointed with respect to all or any part of its assets or commences winding up proceedings, or bankruptcy or insolvency proceedings are instituted by or against such Party, and such proceedings are not removed within sixty (60) days (an "Event of Bankruptcy")
- 46.1.1.5. A Party is wound up, dissolved, or otherwise ceases to carry on business.
- 46.1.1.6. A Party, or any of its associated Participating Entities relevant to this Agreement:
 - 46.1.1.6.1. Is not in compliance with all applicable laws regarding the operation of its respective business.
 - 46.1.1.6.2. Is involved in judicial or arbitral proceedings against the other Party.
 - 46.1.1.6.3. Is convicted of a statutory offence relating to the other Party which has not been cured.
 - 46.1.1.6.4. Acts or behaves in a way that brings the other Party's reputation into disrepute.
 - 46.1.1.6.5. Acts or behaves in an abusive or discriminatory manner to any Personnel of the other Party.
 - 46.1.1.6.6. Is related to or controlled by another person to which conflict of interest is actual or potential.
- 46.1.1.7. A Party has knowingly provided false or misleading information to the other Party or communicated with the other Party.
- 46.1.1.8. A Party's representation or a warranty is incorrect in any material respect on the date on which such representation or warranty was made.

46.2. Notice Period

46.2.1. If an Event of Default occurs under ss. 46.1.1.1, and ss. 46.1.1.2, the Non-Defaulting Party agrees to:

- 46.2.1.1. Notify the Defaulting Party in writing the particulars of the Event of Default.
 - 46.2.1.1.1. It is the obligation of the Party affected by an Event of Bankruptcy to immediately give Notice thereof to the other Party.
- 46.2.1.2. Provide the Defaulting Party with an opportunity to remedy the Event of Default.
- 46.2.1.3. Notify the Defaulting Party of the period of time within which the Party is required to remedy the breach (the "Notice Period").

46.2.2. If the Defaulting Party does not remedy the Event of Default within the Notice Period and it becomes apparent to the Non-Defaulting Party that the Defaulting Party cannot completely cure the Event of Default within the Notice Period or the Defaulting Party is not proceeding to remedy the Event of Default in a way that is satisfactory to the Non-Defaulting Party; the Non-Defaulting Party may:

- 46.2.2.1. Extend the Notice Period, or
- 46.2.2.2. Exercise any of its rights in ss. 47.3.

46.3. Actions

46.3.1. If an Event of Default occurs, the Non-Defaulting Party may take one or more of the following actions:

- 46.3.1.1. The Non-Defaulting Party may Terminate the Agreement immediately by Notice.

- 46.3.1.2. If the Vendor is the Non-Defaulting Party, it may suspend delivery and access to Goods and/or Services for such period of time as the Vendor considers appropriate.
- 46.3.1.3. If the Vendor is the Non-Defaulting Party, it may demand the return of all Goods, including all copies of the Software and related Documentation, and certification by a duly authorized officer of the Purchaser that the original and all copies of the Software and related Documentation, including any in computer memory or any form whatsoever have been returned, and that no original Software, copies of any part of the Software, and related Documentation, except Customer Data, remain in the possession or control of the Purchaser or any third party to whom the Purchaser may have provided same.
- 46.3.1.4. If the Purchaser is the Non-Defaulting Party, it may suspend, reduce or cancel payments as the Purchaser considers appropriate.
- 46.3.1.5. If the Purchaser is the Non-Defaulting Party, demand the refund, within thirty (30) days after the termination of this Agreement by the Purchaser, of any Subscription Fees paid by the Purchaser for the period from the date of Termination to the end of the Term on a pro-rated monthly basis commencing with the month following the date of termination.
- 46.3.1.6. If the Purchaser is the Non-Defaulting Party, demand the repayment of an amount equal to any payments the Vendor was not entitled to in accordance with this Agreement due to the Event of Default.
- 46.3.1.7. If the Purchaser is the Non-Defaulting Party, it may determine that the Vendor is ineligible to compete in future procurement competition through the Purchaser.

46.4. Legal Remedies

- 46.4.1. The Parties agree that nothing contained in this Agreement shall be construed as restricting or preventing either Party from relying on any right or remedy otherwise available at law in the event of any breach of this Agreement.

47. TERMINATION

47.1. Termination by Force Majeure Event

- 47.1.1. Either Party may terminate this Agreement, upon Notice to the other, if the Non-Terminating Party is unable to perform a material portion of its obligations, as a direct result of a Force Majeure Event, for more than thirty (30) consecutive days.

47.2. Party's Obligation on Termination

- 47.2.1. Upon Termination of the Agreement, under s. 47 or ss. 48.1 in addition to its other obligations under the Agreement and at law, the Parties agree that:
 - 47.2.1.1. The Purchaser shall promptly pay all fees or charges outstanding to the Vendor under this Agreement.
 - 47.2.1.2. The Vendor shall make no further commitments in relation to the Goods and/or Services and shall cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation thereto.
 - 47.2.1.3. The Vendor shall provide the Purchaser with a report detailing the current state of the provision of Goods and/or Services at the date of termination and any other information requested by the Purchaser pertaining to the provision of Goods and/or Services and performance of the Agreement.
 - 47.2.1.4. The Vendor shall participate in any wind-down planning as outlined under ss. 48.3.
 - 47.2.1.5. The Vendor shall comply with any other instructions provided by the Purchaser, including but not limited to instructions for facilitating the transfer of its obligations to another internal or external agency or company.
 - 47.2.1.6. Within thirty (30) days, the Vendor shall return and/or destroy Customer Data in accordance with ss. 9.12.
 - 47.2.1.7. The Parties shall execute such documentation as may be required to give effect to the Termination of the Agreement.

47.3. Wind Down Planning

- 47.3.1. Upon Termination or Expiration of the Agreement, under s. 2, s. 47, or ss. 48.1, in addition to its other obligations under the Agreement and at law, the Vendor will initiate wind-down planning for the Goods and/Services that includes:
 - 47.3.1.1. Identification of activities that will cease on or before the Expiration date or Termination date specified in the Notice (the "Cut-off Date").
 - 47.3.1.2. Continuing to provide Goods and/or Services until the Cut-off Date.
 - 47.3.1.3. Completing all reports, including any exit interviews, by the Cut-off Date.
 - 47.3.1.4. Notifying Participating Entities of the wind-down and all implications in advance of the Cut-off Date.
 - 47.3.1.5. A human resource plan to ensure sufficient staff and resources are available until the Cut-off Date.

47.3.1.6. Transmission of all Customer Data back to the Purchaser and removal of all Confidential Information in possession of the Vendor without any additional costs or fees, in accordance with ss. 9.12.

47.3.1.7. Any other wind-down considerations as identified by the Purchaser.

47.4. Partial Termination

47.4.1. If the Agreement is partially terminated concerning the provision of a specific Good and/or Service, all obligations concerning the provision of all other Goods and/or Services continue in full force and effect.

48. EXECUTION OF AGREEMENT

48.1. This Agreement shall not be enforceable by either Party, and the Vendor shall have no rights with respect to the agreements, covenants, warranties, and representations made hereunder unless:

48.1.1. This agreement is signed on behalf of the Vendor by an officer with full power and capacity to enter into the Agreement.

48.1.2. This agreement is signed on behalf of the Purchaser by an officer with full power and capacity to enter into the Agreement.

48.1.3. The Vendor has submitted all required insurance certificates outlined in ss. 14.8.

49. COUNTERPARTS AND PDF DELIVERY

49.1. For convenience, this Agreement may be executed and delivered in counterparts by facsimile or by email transmission of the executed Agreement scanned in a Portable Document Format (PDF file) to the extent such electronic execution is permitted under Ontario's Electronic Commerce Act, 2000, S.O. 2000, c. 17.

49.2. When executed in counterpart, scanned and delivered, each instrument shall be deemed an original, and collectively, all such instruments shall constitute the Agreement to be valid and binding upon the Parties.

49.3. Any Party executing this Agreement and transmitting it via facsimile or email using PDF shall immediately, upon request, provide an originally signed counterpart of this Agreement, provided, however, that any failure to provide such originally signed counterpart shall not constitute a breach of this Agreement.

50. TIME OF ESSENCE

50.1. The Parties agree that time will be of the essence in all respects.

[remainder of page intentionally left blank – signatures appear on the following page(s)]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

FOR THE PURCHASER

The Corporation of the City of London

Name: Josh Morgan
Title: Mayor

Name: Michael Schulthess
Title: City Clerk

WE HAVE THE AUTHORITY TO BIND THE CORPORATION

FOR THE VENDOR

RBB Innovations Ltd. o/a One Human Service Network

Name: Darryl Buck
Title: President

I HAVE THE AUTHORITY TO BIND THE CORPORATION

APPENDIX A: CHANGE ORDER REQUEST FORM

REQUESTING PARTY

Agreement/Contract _____
Requestor _____
Date Change Request Submitted _____
Date Last Updated _____
Priority _____ Low | Moderate | High | Critical
Impact _____ Low | Moderate | High

Requested Change

Relevant Article/Section # (which deliverable, target)

Proposed Change (note any direct, indirect, performance, and consequential impacts, including any "ripple effects")

Reason for the Change (purpose)

Why is this change necessary (benefit, objective)

How will this Change be Implemented

Additional Costs (including direct costs, overhead costs, general and administrative expenses, profit, etc.)

Authorization for Request

Name Title

Signature Date

I HAVE THE AUTHORITY TO BIND THE CORPORATION

RECEIVING PARTY

Reviewer _____
Date Change Request Received _____
Date Reviewed _____

Decision

The above-referenced Change Request has been reviewed

- Approved as Requested _____
- Approved with Changes _____
- Rejected _____
- Decision Pending Approval _____

Authorization for Approval

Name Title

Signature Date

I HAVE THE AUTHORITY TO BIND THE CORPORATION

APPENDIX B: [Intentionally Left Blank]

APPENDIX C: SOLUTION

The Vendor offers a cloud-based child care technology platform and related services, called OneHSN Childcare Connect, and under this Agreement is supplying the platform components below:

OneHSN Platform - Components

1. USER ACCOUNT

The OneHSN Platform - User Account is the foundation of OneHSN and provides one secure centralized account registry for human services agencies, staff and clients within the municipality or service manager district. The Account Registry provides a secure online user account which enables users (agencies/staff/clients) to securely login and access integrated services connected to the OneHSN platform such as the proposed child care registry and waitlist solution.

The OneHSN Account Registry enables and supports the mandated vision of “No Wrong Door” and “Tell Your Story Once” for access to services and referral facilitation across the community.

2. CHILD CARE APPLICATION & REGISTRY

The OneHSN Childcare Connect Application & Registry component is for families to easily find and apply to high quality regulated child care in their community by matching their specific needs and preferences to available child care program options.

Child Care providers are able to promote details about their programs, availability of vacancies, rates and quality through a trusted on-line source for parents to learn more about their programs and quality child care.

Through a secure on-line account, parents are able to apply to multiple child cares at the same time, self-manage their information in real-time according to their personal circumstances and needs. Providers are able to generate new leads and applications with minimal effort manage their waitlists according to their own priorities and policy and to meet contractual obligations.

Childcare connect Application & Registry reduces data duplication, reduces administration of intake and waitlist management for providers and improves the experience for parents seeking and applying to child care. Managing communications with families from the time of application through to placement has never been easier with the included communication module.

Critical data related to supply and demand for full fee and subsidized families is made available to administrators and funders to better inform serving planning and resource allocation to support system approaches and modernization.

Find & Apply

Self-service, anytime, anywhere access for families to find, research and apply child care options available in their community with a personalized and customized experience matched to their needs. Capable of matching centre-based, licensed private home, school-based and other regulated programs for child and youth. Apply to multiple programs with one account, prioritize and update applications easily. Promotes regulated child care and supports choice and identification of need for special needs support. Secure account protects personal information related to child and family data and shares applications to Child Care programs easily and in real-time.

Manage Waitlists

Child Care Providers can easily review new applications with all information related to the family and child directly from their waitlist. Flexible search and filter options allow Providers to manage program waitlists and applications with reduced administration time. Automatically age-promotes children waiting to appropriate programs, record comments, prioritize applications for better vacancy management and parent communication. Share comments system wide, with funders and within multiple sites and staff related to individual applications. Identifies children with potential special needs requiring additional supports and referrals.

Communications

Auto-notifications keep parents informed during key steps within the process from the time of application, age promotion, placement and removal of applications. Providers are also able to manage and customized auto-notifications to Parents upon initial application to their program to reduce administration associated with further marketing their programs. Waitlist are kept up to date with configurable auto-notifications to have parents keep their accounts active.

Promote Regulated Care

Providers are able to update program information at any time thereby offering families searching for child care the most up to date details. Start and end dates for programs such as summer camps, holiday care or other programs can be managed by the Provider by making programs active/in-active. Potential new programs such as viability testing for a new age group or limited time program can be easily determined by setting up the program and monitoring application volume. Quality ratings and participation in quality programs and training can be easily communicated and promoted to families.

Educate and Inform

Administrators are able to provide relevant details about applying for child care, learning about quality. Built in reports with flexible filters to customize reporting, support administration needs and inform funders on business case for demand/support and resource allocation.

FEATURE	DESCRIPTION
Secure Portal	Provides families with secure account and address from which to match child care proximity, monitor applications and communications
Child Data	Child info including age, care requirements & start dates to match suitable programs
Family Contacts	Additional contacts for families to enable child care Provider in client relationship management once application made
E-Consent for Special Needs/Health Concerns	Assist child care and resource agencies with planning resources, support children and families to find supportive placements
Program Suggestions	Matches programs for families to select child care that meet child needs with filtering options and child care provider information in one place
Application to Waitlist	Easily apply and remove application with one click
Prioritization of Application	Select order of priority for applications to support transfers and provide data to inform parent choices and keeping waitlists current
Auto-notifications	Confirm registration to parents, applications to waitlist, provider emails
Waitlist Management & Prioritization	Providers can apply policy for priority access to assist with placements and CRM activities
Program Information	Real time program updates, camps, program viability testing for Providers, per diem, licensed capacity, operating capacity by Program
Vacancy Reporting+	Add component (configured within Find & Apply module) to allows Providers to surface vacancies to parents looking for immediate care for parents, report vacancies to Service Manager for real-time data with integration to update per diems, licensed and operating capacity in one place

+Note: Add-on component for which price is provided by quote as per configuration.

TECHNICAL FEATURES

The OneHSN Child Care™ - Find, Apply and Waitlist Module (formerly known as OneList) offers the following features:

1. The system is web based and does not require any additional client software or hardware.
2. The system provides a “home page” which introduces the “Income Test” application process and includes customizable information, links and announcements such as the Fee Subsidy Program.
3. Web based family registration is easy to use and intuitive to assist families in making informed child care choices and to facilitate registration with preferred Childcare Agencies.
4. Childcare Agencies interface is straightforward and requires little technical expertise or experience.
5. This system has a feature which allows parents/guardians that are requesting licensed child care to also enter additional child information if also requesting support through Special Needs Resourcing programs and this information is linked and available to the Special Needs Resource programs in order to plan for future demands.
6. Allows parents to identify if subsidy is required and to get information (via link and custom messaging provided by the Service System Manager) on how to apply. If integrated with the OneHSN Fee Subsidy Module, parents can complete the subsidy application and provide any additional relevant data/questions required by the Service System Manager in a one-stop, single application process.

7. Each child care agency site has its own information page or pages including mapped location and comprehensive program information, which the agency may edit.
8. Ability for City's Childcare Programs to edit content in response to service system changes based on changing community needs, consumer feedback and changes to child care providers (adding / removing sites / agencies).
9. Ability for child care agencies to login to the system with a secure password protected account and view only their waiting list details and to produce reports of their waitlist data based on age of child, date of care required, service level required (full time, part time).
10. Ability for both basic and customized Service Management report generation within the system, with the system set up such that that standard and custom reports only count a child once "unduplicated" even though the child may be registered on several agencies' waitlists.
11. Families have the option to create an account to access and revise their profile using a user name and password. Lost or forgotten passwords must be securely resettable through email. Passwords themselves are never sent in clear-text outside of the application.
12. Passwords are stored utilizing the latest approved methods.
13. Automatic notifications to families by e-mail for updates of information.
14. Configurable option by each child care Provider whether they wish to receive an email alert upon receipt of a new child care application to their Centre.
15. Service Manager configurable options to customize the Notice to Parents wording on the bottom of each visible parent screen around sharing and data privacy to align with Municipal policies.
16. Service Manager configurable option to turn on or off a child care Provider Agreement that requires an "I Accept" when the provider staff log in that reminds them of privacy and municipal policies around the data in the system.
17. The system will automatically remove children from other agencies' waiting lists after the child is placed/accepted for admission at another child care center. However, methodology is in place to leave a family on selected waiting lists on an over-ride basis, at the family's expressed request.
18. The system is accessible and operable for clients/applicants, special needs resourcing programs and child care agencies utilizing basic internet connections and less robust computer hardware and software.
 - a. The system is accessible and functional within a variety of browsers (e.g. Edge, Firefox, Chrome, Safari, Netscape) running on various operating systems (e.g. Windows XP SP2 and up, Macintosh, Linux). NOTE: This application is best used with the latest versions of Google Chrome, Mozilla Firefox, or Microsoft Edge.
 - b. System functionality supports applicant/client access via net books and smart phones. A smartphone application is currently available for families.
19. Product reference material is provided within the system (e.g. user guides with screens shots, reference videos).

APPENDIX D: PRICING

Summary Pricing Table

Below table is a summary of pricing over 5-year period for FIND & APPLY (Central Registry and Waitlist) based on one-year commitments. It includes the Multi-lingual (French) and Technical/Functional Support to assist families, Providers and Administrators with the use of the system.

Component Title	Initial Term – Year One	Extension Term – Year One	Extension Term – Year Two	Extension Term – Year Three	Extension Term – Year Four	Conditions
OneHSN Platform – Online User Accounts/Human Service Record	Included	Included	Included	Included	Included	<i>Based upon Unlimited accounts</i>
Child Care Find, Apply & Waitlist Application	\$57,567.12	\$59,294.13	\$61,072.96	\$62,905.15	\$64,792.30	<i>Reconciled upon annual renewal based upon locations</i>
Multi-lingual Solution (Application & Registry only)	\$945.00	\$973.35	\$1,002.55	\$1,032.63	\$1,063.61	
Support	\$12,750.00	\$13,132.50	\$13,526.48	\$13,932.27	\$14,350.24	Includes up to 125 incidents annually

APPENDIX E: IMPLEMENTATION AND INSTALLATION

OneHSN relies on a proven methodology and approach to implement solutions that are focused on end-user adoption, a key to overall project success. OneHSN uses its playbooks for implementation according to the project plan key deliverables and training.

To support on-going enhancements, customization and adoption from project kick-off through to implementation, Customer Success Managers are responsible to organize training, user acceptance testing and confirmation, oversight and engagement on requirements gathering and overall client satisfaction. They are responsible to collaborate with internal development and operational teams to deliver new functionality to meet client expectations.

The organizational structure for the Customer Success Team is as follows:

Customer Success Responsibility Chart

	Responsibility	Reports
Customer Success Analyst	First line handling of Support incidents Expediting Incidents (Escalating) Reporting all irregularities Training & Adoption	Supervisor
Supervisor	Escalation Resolution Quality Assurance monitoring & Bug/Defect Identification & Resolution Real-time Service Level & Schedule Adherence User Acceptance Testing Training & Adoption (including video, job aid, manuals, on-line)	Manager
Business Support Analyst	Elicit and Document Requirements Manage the CQI Cycle Quality Assurance User Acceptance Testing	Manager
Customer Success Manager	Client and Team KPIs Quality Assurance Resource deployment ensuring Service Levels are maintained Functional and Non-Functional Requirements/Customization Delivery on New Functionality User Acceptance Testing Implementation Plans & Training Provides Leadership to ensure efficient and effective processes are maintained	V.P. Customer Success
VP Customer Success	Overall client satisfaction Issue Resolution Customization and Delivery SLA Contract	President

APPENDIX F: TRAINING AND DOCUMENTATION

Training and Support is provided by the following methods and options:

1. Knowledge Base – built into the product to help users quickly educate themselves on new functionality, how to use existing functionality or general quick access to specific Q&A.
2. Video Learning – on-demand video training on core functionality, modules and features in the existing product; video training on-demand/self-services is also provided for new feature/enhancements. Videos are part of a standard OneHSN Video Learning Series or customized into learning series customized for the clients.
3. Job Aid – specific features may have associated business rules and process that are supported or enabled by the functionality where job aids are useful to better support the end user. Job Aid are generally designed for specific client and administration users
4. What’s New – embedded within the solution are various digital tools/prompts to alert users of new functionality. This includes highlights/tags on what has been newly introduced as well as a quick button that appears on all pages to What New.
5. Campaigns – OneHSN uses email campaigns with tracking to alert users/user groups on new functionality that generally include: subject line, the new features, why its important/benefits for the user, and a short video on the feature. These campaigns are tracked to determine who opens and

tracks how long the video is viewed. As a result, OneHSN has greatly refined how it communicates according to the type of user (e.g. shortened text, limited time videos, subject lines, benefits).

6. Training/Re-fresher Training – OneHSN recognizes that certain user groups have considerable staff turnover. As a result, training sessions for new comprehensive system changes or new modules/add-on may require on-line or in-person training sessions or simply re-fresher training on key functionality so that user get the most value from the technology. Refer to Pricing Table and Services.
7. In-Person or On-Line Live Video Training: For implementations, OneHSN offers in-person and/or on-line live video training form complete solution training. As previously noted, this is included in the Implementation, Training and Adoption playbooks in alignment with the scope of the solution, timeline and user profile.

Additional Training and Adoption

The vendor will offer training services to the Purchaser and its Users for the use and adoption of the software platform to assist Users in effectively using the Software and staying informed about new features and updates.

Training Services

The Vendor agrees to provide Purchaser with training services, which may include but are not limited to:

- (a) Initial onboarding and software setup assistance.
- (b) Periodic training sessions to educate Purchaser and its Users on software features and functionalities.
- (c) Access to training materials, documentation, and online resources.
- (d) Notifications and updates on new features, enhancements, and software changes.

Training Schedule: The Vendor and Purchaser will mutually agree upon the frequency, timing, and duration of training sessions, which may vary based on Purchaser and its User needs and the complexity of software features.

Fees and Payment

The vendor uses several methods and products for training and adoption including but not limited to: knowledge base, job aids, on-line prompts and guidance, campaigns and training (in-person, virtual, live and recorded). To support the Purchaser and its Users, the Vendor will in the first year of the contract provide the Purchaser with 2 separate customized training sessions, delivered on-line/virtually and live hosted by a OneHSN Support Analyst or Customer Service Manager with expert knowledge of the software platform relevant to the configuration of the City of London as follows:

Contract Term	Training Type	Duration per Session	Quantity of Sessions	Cost Per Session
Year 1	Customized Webinar Hosted Training Session	2 hours	Up to 4	\$325
Annually	Customized Webinar Hosted Refresher Training to train new staff or Customized Training directed by Purchaser priorities	2 hours	Up to 2	\$325
Ad-Hoc	As required, above and beyond annual training, as required, quoted by Vendor and Approved by Purchaser	2 hours	TBD	\$400

Purchaser may add additional training sessions at the price offered in each year of the contract to meet their needs.

Vendor will include at minimum, once per calendar year, open training sessions at time of their choosing using on-line, virtual training for Administration users to update on new features available on the platform at no cost to the Purchaser. These sessions will be hosted by the Vendor and may or may not be specific to the Purchaser’s configuration but inclusion of features available on the platform.

Additionally, access to training materials, documentation, on-line resources and notifications and updates on new features, enhancements and system changes are included in the fees.

Confidentiality

Vendor shall maintain the confidentiality of all Client data and information shared during the course of training services in accordance with data protection and privacy detailed in the contract.

The Purchaser and its Users agree to treat all training materials, documentation, and resources provided by Vendor as confidential and not to disclose, reproduce, or distribute them without the express written consent of Vendor.

Termination of the agreement will result in the Purchaser relinquishing all rights to training materials provided by the Vendor

APPENDIX G: SUPPORT, UPGRADES AND MAINTENANCE

In addition to the Project Management teams, OneHSN has a Customer Success Team responsible for managing client relationships. This includes: business requirement elicitation and documentation,

conducting training and verifying user acceptance, maintaining a service desk to support the entire user community, assuming ownership of and resolving incidents, aiding in problem management as well as other customer service related activities.

The front-line support team is divided in two groups, Solution Management and Service Desk, that handle all end-user inquiries via various communication channels to resolve issues, answer questions, and manage escalations as well as ensure technical and functional requirements of the solution are performing correctly. Business Support Analysts work with customers and stakeholders to identify efficiencies and improvements to business processes and enhancements to the solution in response to end-user experiences and KPI's for continuous improvement and work closely with other members of the Customer Service and Development teams.

The Customer Success Team has on-staff subject matter experts to provide advice and consultation on several functional areas within human service delivery, eligibility, legislation, policy, governance and change management. This allows OneHSN to deliver a comprehensive range of services to clients in its partnership approach to deliver on-going support before, during and post-implementation in an unparalleled manner to strengthen and adapt the product and services continually.

Support Service - Technical

This Agreement has unlimited Support Service - Technical incidents with Updates and Upgrades as they relate to continuous system functional and useability improvements, bug fixes, corrections, modifications, some system-wide functional and performance enhancements, and new releases to the Goods and/or Services. Maintenance Support is available for Users. Maintenance Support relates to issues or problems that are technical in nature (e.g. broken links, page will not display, page will not refresh, etc) available 8:00 am to 5:00 pm EST Monday to Friday with the exception of statutory holidays with escalation for issues as per the service contract.

Support Service – Technical is included in the annual Subscription Fee as per this Agreement as a core service and includes unlimited incidents.

***Support Service – Technical is available during Business Hours and Extended Hours for additional fees.*

Support Service - Functional

For Support Services - Functional, there is a maximum number of incidents per renewal term. An incident would be a ticket that is opened for every call/email the Vendor Support team handles. Each component within the Service has a maximum number of Support incidents as per the Support Services – Functional package purchased.

Additional Support Incident limits may be purchased.

Platform Component	Technical Support Incidents	Functional Support Incidents
Childcare Application & Registry Solution	Unlimited	125 per year

1. CALL PRIORITIES & SEVERITY DEFINITIONS AND SERVICE ESCALATION PROTOCOL

- a. The system will provide a responsive user experience; responsive being defined as sub-two second response to user actions. Any degradation in responsiveness due to Unsuitable Customer Operating Environment or Internet related delays and issues will not apply. Vendor will be given the opportunity to rectify poor performance as per a priority P2 severity call
- b. A system of service call priorities defined by the call priorities below can be set by the Purchaser when reporting a fault. However, the default used is as follows:
- c. When placing the service call, the Purchaser will be asked if there is a major system impact. If the answer is YES, a P1 will be allocated. If the answer is NO, a default P2 will be allocated, or if more appropriate, a P3 or P4 as defined below:

Priority P1 (Critical)

A Priority ONE call is used for system faults where there is a major impact on normal operation of the system. Vendor will immediately begin work on a P1 call, with the immediate goal of restoring normal operation to the system via a fault correction or a satisfactory work-around. Misuse of this priority affects the ability of Vendor to respond to genuine P1 calls.

Priority P2 (Urgent)

Priority TWO calls are used for system faults where normal system operation is affected to some degree and a satisfactory work-around is not available. The Vendor will use best efforts to respond to the call in the times stated in Response Targets Section 10.9 of this document. In most cases, it is normal for the Vendor to respond in faster times than those stated.

Priority P3 (Standard)

Priority THREE calls are used for system faults where a fault was detected, but normal operation is not affected. This priority of call is the default for all service calls which do not involve a hardware related fault. For software related issues, this priority allows for work to be scheduled as part of a planned maintenance update.

Priority P4 (Enhancement Requests)

Priority FOUR calls are used when an enhancement request is made for potential modifications to System Software.

Response Times

The priority of the call will dictate the most appropriate action for any given fault call, ensuring the minimum of disruption to the user and providing the early involvement of the Vendor's management where problems are of a more serious nature.

Response Definitions

The Vendor will use its best efforts to achieve the target resolution times shown in the table below. Note that resolutions may involve a "workaround" to an issue that will allow continued use of the affected component.

The software responses are for the Vendor Support Services group to return a call to the Purchaser's support contact to start diagnosis of the problem. Status communication intervals are defined as the intervals for the Vendor Support Services to provide status updates regarding the problem.

Response Targets

Priority	Response	Resolution	Status Communication Intervals	
				Who Receives Status Updates
P1	1/2 Hour	Issue Dependent	Every hour	The Purchaser
P2	4 Hours	Issue Dependent	Begin and end of every workday being 8:00 am through 5:00 pm EST, holidays excepted.	The Purchaser
P3	8 Hours	Issue dependent	When scheduled maintenance is communicated that contains resolution	The Purchaser
P4	72 Hours	Issue dependent		

APPENDIX H: DATA

The Vendor maintains data storage of Customer Data including Shared Client Data, in Canada utilizing redundant data centres with secure access to the premises, and approved monitoring, fire suppressant methods along with redundant power and internet sources.

End of Document