Bill No. 189
2023

By-law No.

A by-law to approve and authorize the execution of the PerfectMind Contract Extension Agreement between PerfectMind Inc. and The Corporation of the City of London.

WHEREAS subsection 5(3) of the *Municipal Act, 2001*, S.O. 2001, c. 25, 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 subsection 10(1) of the *Municipal Act*, 2001 provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS subsection 10(2) of the *Municipal Act*, 2001 provides that a municipality may pass by-laws respecting economic, social, and environmental well-being of the municipality, including respecting climate change; and the financial management of the municipality;

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

1.   The terms within the original 2018 PerfectMind Agreement between PerfectMind Inc. and The Corporation of the City of London are approved for two additional five-year renewal periods, underline attached as Schedule "A".

2.   The PerfectMind Contract Extension Agreement between PerfectMind Inc. and The Corporation of the City of London, substantially in the form attached as Schedule "B" to this by-law, is hereby authorized and approved.

3.   The Deputy City Manager, Neighbourhood and Community-Wide Services is delegated authority to execute the Contract Extension Agreement.

4.   The Deputy City Manager, Neighbourhood and Community-Wide Services, or written delegate, is delegated authority to execute further amending agreements.

5.   The Deputy City Manager, Neighbourhood and Community-Wide Services, or written delegate, is delegated authority to undertake all administrative acts that are necessary in regards to the Contract Extension Agreement.

6.   This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on June 27, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – June 27, 2023
Second Reading – June 27, 2023
Third Reading – June 27, 2023

Schedule A:

MASTER AGREEMENT FOR CLOUD-BASED SERVICES
2018 PERFECT MIND AGREEMENT

MASTER AGREEMENT FOR CLOUD-BASED SERVICES

THIS AGREEMENT made as of April 4, 2018 ("Effective Date").

BETWEEN:

The Corporation of the City of London   ("City")
300 Dufferin Avenue
London, Ontario N6A 4L9
Telephone: 519-661-2489

Initial Contact:	**Scott Oldham**
Telephone:	519-661-2489 x2737
Email:	soldham@london.ca

AND

PerfectMind Inc.   ("Vendor")
2nd Floor, 4333 Still Creek Drive
Burnaby, BC V5C 6S6
Telephone: 1-877-737-8030

Initial Contact:	**Ali Sanei**
Telephone:	1-877-737-8030 X 6314
Email:	ali.sanei@perfectmind.com

1.   STRUCTURE

1.1 Background.

(a)   On July 19, 2016, the City of Brampton, Ontario issued the following request for proposals: RFP2016-004 – Replacement of Existing Recreation Software System, for a Five Year Period for the City of Brampton. Included with the response of the aforementioned RFP was an agreement that additional cities may join a buying group for the benefit of the members and the City of London has agreed to join.

(b)   Vendor is engaged in the business of providing cloud-based services including the Services (as defined below) and represents that it has the skill, knowledge and resources to provide the Services and, if applicable, any related Goods (as defined below).

1.2 Structure. "Master Agreement" means the sections and schedules of this Master Agreement for Cloud-based Services (as amended from time to time), but "Master Agreement" does not include any Statements of Work. "Statement of Work" or "SOW" means any written agreement (as amended from time to time) made between the City and Vendor that expressly states that it is a Statement of Work made pursuant to this Master Agreement. "Agreement" means this Master Agreement and any Statements of Work made pursuant to it.

1.3 Entering into SOWs. From time to time, the City and Vendor may enter into a SOW governed by this Master Agreement, but the City is not obligated to do so.

1.4 Precedence. In the event of any inconsistency between the terms and conditions of this Master Agreement and the terms and conditions of any SOW, the terms and conditions of this Master Agreement will prevail except in relation to a provision of the SOW that specifically identifies a conflicting provision of the Master Agreement and states that the conflicting provision of the Master Agreement does not prevail. In the case of any conflict or inconsistency between any of the following documents, the documents will be interpreted in accordance with the order of priority set out below: (i) a provision of the SOW that specifically identifies a conflicting provision of the Master Agreement and states that the conflicting provision of the Master Agreement does not prevail; (ii) the main body of the Master Agreement; (iii) Schedule A, Schedule B, Schedule C and Schedule D; (iv) any SOW; (v) the RFP; and (vi) the Proposal.

2. SERVICES

2.1 Non-exclusive. Nothing in the Agreement will prevent the City from contracting with any other Person to acquire any goods or services that are identical or similar to any goods or services that may be provided by Vendor under this Agreement. "Person", if the context allows, includes any individual, person, estate, trust, firm, partnership or corporation, government or any agency or ministry of any government, and includes any successor to any of them.

2.2 Services. Vendor agrees to provide the services described as being provided by Vendor in this Master Agreement or any SOW (the "Services") in accordance with the terms and conditions set forth in this Agreement.

2.3 Subcontracting. Vendor may not subcontract the performance of all or part of the Services without the prior written consent of the City. If Vendor subcontracts a portion of the Services, Vendor is responsible for the acts and omissions of its subcontractors, as if they were its own acts and omissions. Vendor will be solely responsible for all payments to all of its Representatives including but not limited its subcontractors. The Vendor advises it has subcontracted certain hosting services, to Amazon Web Services, Inc. (Hosting Service Provider). The Vendor agrees and undertakes to provide not less than sixty (60) days advance written notice to the City of a proposed change in the Hosting Service Provider for which the City's prior written consent shall be required. This consent shall be subject to any time required for the City to conduct the requisite due diligence with regard to the proposed Hosting Service Provider but such consent will not be unreasonably withheld or delayed. In no event shall the Vendor request change the Hosting Service Provider unless the Vendor, acting reasonably, experiences unacceptable service degradation by the Hosting Service Provider. Should the City refuse to consent to the new Hosting Services Provider, the City may immediately terminate this Agreement without cost or penalty and with no further responsibility to the Vendor.

2.4 Passwords. Vendor will or will authorise a Representative of the City to promptly issue a password for each cloud-based Service to each User for whom the City requests a password. "User" means any individual authorized by the City to use all or part of any Service. Vendor acknowledges that role-based authorizations may be required for Users. Vendor further acknowledges that if any Service is being used by the City to

support interaction between the City and those resident in or doing business within the City's boundaries, such interactions may result in third party use of the Services.

2.5 **Review.** Any cloud-based Service to be provided by Vendor will be subject to review by the City to confirm that the Service: (i) complies with any specifications set out in this Master Agreement, the applicable SOW or otherwise agreed to in writing by the City and Vendor; and (ii) is otherwise in compliance with the Agreement. If the review is successful, the City will approve the cloud-based Service in a written document signed by the individual noted as the "Sponsor" in the applicable SOW or his or her delegate. Otherwise, the City will advise Vendor of any deficiencies in writing. The City will have thirty (30) days from the date on which the Service is made available to the City for review to complete its review. Vendor will use all commercially reasonable efforts to remedy any such deficiencies (at its sole expense) within thirty (30) days (or such longer period, with written confirmation from the City, as may reasonably be required for remedying the deficiencies). For the avoidance of doubt, the foregoing remediation period is applicable to the post "go-live" period. A deficiency is described as any non-compliance of the specifications as set out in this agreement, the Statement of Work or description of features in this agreement.

2.6 **Service Levels.** "Service Level Metric" means a service level metric applicable to any Service as set out in the SOW pursuant to which that Service is provided. When providing Services pursuant to any SOW, Vendor will provide the Services so as to:(i) meet or exceed all Service Level Metrics set out in the SOW; and (ii) promptly remedy any failure to do so.

2.7 **Personnel.** Vendor will ensure that its Representatives assigned to provide any Services are qualified to do so. The City will, upon request, be entitled to review and, acting reasonably, approve the qualifications of any Representatives that Vendor proposes to assign or has assigned to perform any Service.

2.8 **Replacing Personnel.** If the City provides the Vendor with thirty (30) days prior written notice that the City is dissatisfied with the performance of any Representative of Vendor assigned to provide any Service, Vendor will take all necessary steps to remedy the problem, but if the problem persists or if requested by the City, Vendor will promptly replace the Representative with a Representative who possesses equivalent or greater qualifications and experience to perform the affected Services, and do so at no additional incremental cost to the City.

2.9 **Key Personnel.** If a Representative of Vendor is listed in this Agreement as performing an identifiable role or task, Vendor may not replace the Representative without the prior written consent of City, unless the Representative (i) is no longer employed by Vendor; (ii) is taking maternity or parental leave; (iii) is taking an extended medical leave; (iv) is on reservist leave.

2.10 **Facilities.** Any facilities or equipment that the City is to furnish to Vendor to use to provide any Services (for example, workspaces, telephones and computers) will be identified in the SOW applicable to the Services, and Vendor will use such facilities and equipment solely to provide the Services.

2.11 **Other Contracts.** Vendor will ensure that none of its agreements with its subcontractors contain any provisions that would prevent any subcontractor from contracting directly with the City for the supply of any products or services after expiration or termination of this Agreement or for the supply of any products or services (including for greater

certainty the Goods or Services to be provided hereunder) at any time during the Initial Term (including any Renewal Term(s)).

2.12 Most Favoured Customer. The terms and conditions set out herein are not any less favourable than the terms and conditions offered to any Vendor customer with substantially similar usage/profile. Upon request by the City, and no more than once per year, the Vendor will provide confirmation of the foregoing (by way of written communication from a senior officer of the Vendor corporation). In the event that the Vendor confirms that the terms and conditions set out herein are less favorable than those provided to any Vendor customer with substantially similar usage/profile, the terms and conditions set out hereunder shall be revised accordingly. In this section 2.12, "substantially similar usage /profile" means substantial similarity in the number and size of facilities operated, revenue from the facilities, volume of the transactions processed, number and types of users of the Services (e.g. front desk, administration, fulltime/part-time instructor users), usage of features and functionalities within the Services, and being part of a similar size group of customers who negotiated and entered into agreements with Vendor together.

2.13 Oversight and Review. Vendor will oversee and review the performance of any Services by its Representatives to verify that the Services are being provided in a manner consistent with this Agreement and industry standard practices. Vendor will provide a detailed description of the oversight and review process to the City upon request.

3. GOODS

3.1 Goods. "Goods" means any item (tangible or intangible) that Vendor is required to provide to the City under this Master Agreement or any SOW. Vendor agrees to provide to the City the Goods described as being provided pursuant to this Master Agreement or any SOW. All Goods will be new, not used or refurbished, unless the SOW pursuant to which they are being provided clearly states otherwise. Any applicable shipping costs will be at Vendor's expense. All goods as are necessary and are customarily furnished by persons providing goods or services of a similar nature to the Goods and Services described in any SOW or may reasonably be inferred to be included will also be included and provided pursuant to that SOW.

3.2 Documentation. "Documentation" means all documents (regardless of how embodied) that are related to or that are reasonably required to enable the City to use or to obtain the benefit of any Goods or Services and includes without limitation all reports. Documentation to be used in conjunction with any other Good will be provided to the City by Vendor at the same time as the other Good.

3.3 Review. Any Good to be provided by Vendor will be subject to review by the City to confirm that the Good: (i) complies with any specifications set out in the applicable SOW or otherwise agreed to in writing by the City and Vendor; and (ii) is otherwise in compliance with the Agreement. If the Good does, the City will approve the Good in a written document signed by the individual noted as the "Executive Sponsor" in the applicable SOW or his or her delegate. Otherwise, the City will advise Vendor of any deficiencies in writing. The City will have 30 days from the date on which the Good is provided to the City for review to complete its review. Vendor will use all commercially

reasonable effort to remedy any such deficiencies within seven days (or such longer period as may reasonably be required for remedying the deficiencies).

4. ADMINISTRATION

4.1 Days and Hours. "Business Day" means Monday to Friday inclusive, other than a day that is observed as a statutory holiday in the Province of Ontario. "Business Hours" means between 8:00 a.m. and 5:00 p.m. (local time in Ontario) on a Business Day.

4.2 Contacts. Each party will appoint one of its individual Representatives to be its "Contact". A party may change its Contact by giving five days written notice to the other party. A party's Contact is responsible for the day-to-day matters arising from or relating to the Goods and Services.

4.3 Sponsors. Each party will appoint one of its individual Representatives to be its "Sponsor". A party may change its Sponsor by giving five days written notice to the other party.

4.4 Representatives. "Representatives" means, in the case of the City, Vendor or any other Person, any directors, officers, employees, agents, consultants or subcontractors, as well as the subcontractor's directors, officers, employees, agents, consultants or subcontractors and in the case of the City only, its elected officials.

4.5 Status Reports. Vendor will deliver to the City such reports as are: (i) specifically set forth in the Agreement at the intervals set out in the Agreement; or (ii) mutually agreed upon during the Discovery Phase and as set out in the Price Schedule. The reports will be in a format acceptable to the City acting reasonably.

4.6 Status Meetings. Upon the City's written request, the City's Contact and Vendor's Contact will meet to review the status of all active SOWs and any outstanding concerns relating to Goods or Services. The meetings may take place in person at a mutually agreeable location or by any means of telecommunication agreed to by the Contacts. Vendor's Contact will produce minutes for each meeting, and promptly provide them to the City's Contact. The City may approve the minutes or add further materials to them.

4.7 Changes. "Change" means a change to the Services or Goods. Either the City or Vendor may suggest a Change by giving the other written notice of the proposed Change. The notice should include a reasonably detailed description of the proposed Change and the reasons for the proposed Change. If either Contact acting reasonably determines that the proposed Change should be developed as a new SOW, Vendor will prepare a new SOW. Otherwise, Vendor will prepare a draft addendum to the SOW affected by the proposed Change. The draft addendum will include: (i) a reasonably detailed description of the proposed Change; (ii) if applicable, any changes to the actual or estimated Fees to be paid pursuant to the affected SOW; and (iii) if applicable, any changes to the actual or estimated timeline for providing the affected Services. The proposed Change will not become effective until the City and Vendor agree in writing on the terms and conditions of the new SOW or draft addendum (as applicable) and sign it. Vendor is responsible for any costs that it incurs to complying with this section. Notwithstanding any other terms and conditions of this Agreement, the Vendor may add at no cost or expense to the City new features or functions to the Services and Goods.

4.8 Records. During the Term and for seven years after the termination or expiration of the Agreement, Vendor will keep and preserve accurate records relating in any way to

Vendor's and its Representatives' provision of any Services or Goods to the City (the "Business Records").

4.9 Financial Audit.

(a) The City shall have the right, upon no less than 30 days' written notice to Vendor, to audit or appoint an independent chartered accountant or public accounting firm to audit all financial records relating to the fixed fees charged by Vendor for the Services, associated with the contract kept by or under the control of Vendor. Costs of any audits conducted under the authority of this section and not addressed elsewhere will be borne by the City unless the audit identifies or discloses overpricing or overcharges (of any nature) by Vendor to the City in excess of 5% of the total billings. In this case, in addition to making adjustments for the overcharges, Vendor shall reimburse the City for the actual cost of the City's audit.

(b) Without limiting section 4.8, Vendor shall maintain such financial and related records, together with such supporting or underlying documents and materials, for the duration of this contract and for at least seven years following the completion, expiry or termination of this Agreement, including any and all renewals thereof.

(c) All information requested or required pursuant to this right to audit shall be made available during normal business hours at Vendor's office or place of business. There shall be no more than one audit per any twelve-month period. All audits shall be conducted in a manner to minimize disruption to Vendor's business.

(d) This right to audit shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the City may have by municipal, provincial, or federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.

(e) This right to audit shall survive the completion, expiry or termination of the Agreement.

4.10 Security Audit.

Vendor shall cause a qualified third party tester to conduct web-application penetration testing on Vendor's software as a service platform, at least on an annual basis, and cause the third-party tester to provide written attestation that such tests were conducted, and that Vendor has taken active steps to rectify any issues identified in the previous test. At the written request of the City no more than once in every 12 months, Vendor shall provide a copy of such attestation by the third-party auditor to the Customer.

Vendor shall: (i) keep its Payment Card Industry/Data Security Standard ("PCI/DSS") certification in good standing; and (ii) have PCI/DSS audits performed annually. The City may access, anytime and from time to time, a copy of the PCI/DSS certificate of compliance, which will be maintained on Vendor's website at all times, to verify Vendor's PCI compliance.

Vendor confirms that its Hosting Service Provider engages an independent third party to conduct a SOC 2 Type II audit and such audit shall be conducted on an annual basis and in accordance with industry standards such as the attestation standards established by the American Institute of Certified Public Accountants (AICPA) and assurance standards

established by the Chartered Professional Accountants of Canada(CPA Canada) and the Trust Services Principles and Criteria for Security, Availability, and Confidentiality. If, at any time, Vendor is notified or becomes aware of any instances of control failures in connection with its hosting service provider, then Vendor shall immediately notify the City.

4.11 Cooperation

(a)   Vendor will cooperate with and provide reasonable assistance to the City to facilitate any review or audit described in this section 4.

(b)   Any review or audit described in this section 4 may be conducted by the City's own employees or agents, or by an external auditor appointed by the City. Any external auditor retained by the City or by the Vendor to conduct any review or audit hereunder will be required to comply with any applicable provisions of the Agreement relating to the protection of Vendor's Confidential Information.

4.12 Dispute Resolution.
In the event of a dispute relating to or arising from the Agreement, the party who wishes to raise the dispute will give the other party written notice of the dispute. The dispute will be deemed to have arisen on the day that notice is received by the other party. Within five Business Days of the dispute arising, the Contacts will meet and attempt to resolve the dispute. If the Contacts fail to resolve the dispute within 10 days of that meeting, the dispute will be escalated to the Sponsors. The Sponsors will meet within five Business Days of it being escalated. If the Sponsors fail to resolve the dispute within 10 days of that meeting, then either party may choose the course of action that it deems appropriate.

4.13 Accessibility Requirements.
The Vendor's delivery of the Goods, Documentation, Services, cloud-based Services software and Platform Software shall comply with all applicable requirements, specifications and standards for accessibility established in accordance with the *Ontario Human Rights Code (HRC)* R.S.O. 1990, CHAPTER H.19, the *Ontarians with Disabilities Act*, S.O. 2001, CHAPTER 32, and the *Accessibility for Ontarians with Disabilities Act, 2005,* S.O. 2005 c.11, any regulations made thereto and any direction from the City. The public facing Services provided by the service provider shall comply with and adhere to WCAG 2.0 Level A upon delivery of the Services. The City is responsible for maintaining the WCAG 2.0 Level A while using the Services after delivery, including uploading of Accessible content (documents, PDF/Word/HTML, images), and using the Services to edit public facing content.

5.   TERM AND TERMINATION

5.1 Term.

(a)   **Term.** Unless terminated earlier in accordance with the terms of this Agreement, the Agreement will become effective commencing on the Effective Date and will remain in effect until the fifth (5th) anniversary of Kick-off Date (the "Initial Term"). Subscription services commence immediately upon completion of Milestone 1 (Kickoff).

(b)   **Renewal.** The City in its sole discretion may extend this Agreement beyond the period specified in section 5.1(a) above for up to two (2) additional periods of up to 5 years each (each a "Renewal Term") by giving written notice of such extension to the Vendor at least sixty (60) days prior to the expiration of the Initial Term or the first Renewal Term, as applicable. However, any such Renewal

Term exercised by the City is subject to budget approvals by the City, satisfactory performance of the Vendor as solely determined by the City, and pricing satisfactory to the City. Vendor may increase the fees payable by the City during a Renewal Term by providing written notice to the City at least ninety (90) days prior to the immediately following Renewal Term. The Vendor covenants that it will not increase the rates in the "PerfectMind Pricing" Table, based on which the fees payable by the City will be determined by more than 25% over the rates applicable during the Initial Term or the first Renewal Term, as the case may be.

Collectively, the Initial Term and any Renewal Terms are the "Term".

5.2 Termination.

(a)   The City may terminate this Agreement on written notice to Vendor, effective immediately, if the Vendor ceases to carry on business in the normal course, makes a general assignment for the benefit of creditors, or becomes subject to any proceeding for liquidation, insolvency or the appointment of a receiver.

(b)   The City may terminate this Agreement or any SOW on written notice to the Vendor, effective immediately, if the Vendor is in material default of any provision of this Agreement that is not cured within twenty (20) days following written notice of the default from the City.

(c)   The City may terminate this Agreement on written notice to the Vendor, effective immediately, if the "Critical Go-Live Items" listed in Schedule E, operating materially in compliance with the requirements set out in Schedule E, are not available at the time of "go-live".

(d)   Vendor may terminate this Agreement or any SOW on written notice to the City, if the City is in material default of any provision or this Agreement that is not cured within twenty (20) Business Days following written notice of default from Vendor.

5.3 Upon Termination. Upon the termination of this Agreement or any SOW:

(a)   Vendor will with respect to the affected SOWs, perform all Services set out in each as to be performed by Vendor upon termination and within ten (10) Business Days of doing so provide a final status report for that SOW; and

(b)   The City will pay for any Goods and Services provided pursuant to an affected SOW and in compliance with the Agreement prior to or on the date of termination and any amounts set out in an affected SOW as payable upon termination.

5.4 Data. Upon request of the City within thirty (30) days of the termination or expiration of this Agreement (unless terminated by Vendor for cause in accordance with section 5.2(c)), the Vendor will, provide a copy, within ten (10) Business Days of the City's request, of the then current City Data, that the Vendor has collected each in a commercially reasonable format (such as comma separated values (.csv)), acceptable to the City acting reasonably. Vendor will maintain a copy of the City Data until the earlier of the following dates: (i) forty-five (45) days after the termination or expiration of this Agreement; and (ii) the date on which the City confirms in writing that the last copy of the City Data, provided to the City appears to be complete. For the avoidance of doubt, Vendor is required to provide such service only once during the period specified in the first sentence of this section 5.4.

5.5 Survival. Those sections which by their nature should survive the termination or expiration of this Agreement will survive termination or expiration, and will remain in full force and effect following the expiration or termination of this Agreement.

6. PAYMENT

6.1 Fees. The City will pay to Vendor the fees for the Services provided pursuant to and in accordance with any SOW (the "Fees"). The Fees for the Services provided pursuant to a SOW are set out in the SOW. If a payment schedule is set out in the SOW, Vendor will invoice for the Fees in accordance with that payment schedule. Otherwise: (i) Fees to be calculated on a time and materials basis will be invoiced monthly in arrears; and (ii) fixed price Fees will be allocated proportionately over the estimated time frame for the providing the applicable Services plus three months and invoiced monthly in arrears.

6.2 Goods. Unless otherwise specified in any SOW, the charges for the Goods to be provided by Vendor under any SOW are included in the Fees for the Services to be provided by Vendor under that SOW. If there are additional charges for any Good ("Charges"), Vendor will not invoice the City any Charge until after the applicable Good has been delivered to the City and reviewed and approved by the City.

6.3 Taxes. All Fees are exclusive of all taxes now in force or enacted in the future and imposed on the provision of goods and services ("Taxes"). The City will be responsible for all such Taxes, except for Taxes based on Vendor' net income, capital gains or employee withholdings. Applicable Taxes will be included in each invoice.

6.4 Expenses. Unless expressly set out otherwise and agreed in writing in the applicable SOW or an addendum to it, the City will pay to Vendor a flat rate of $550 per day per Vendor employee or subcontractor who provides on-site services pursuant to this Agreement to cover accommodation, meal, local transportation and other out-of-pocket expenses except travel (airfare) expenses. The City will reimburse Vendor for all reasonable travel (airfare) expenses incurred by Vendor to send its employees and subcontractors to City's site to provide services pursuant to this Agreement. All such expenses for which Vendor seeks reimbursement will be supported by original documentation for such expenses in a form reasonably acceptable to the City.

6.5 Payment. With respect to any invoice issued by Vendor in accordance with the Agreement: (i) the City will pay any amount owing for Fees, Expenses or Taxes within 30 days of the date on which the invoice was issued by Vendor. No interest will be charged on late payments.

6.6 Rates. Schedule D is a table of rates. If a rate for a certain type of resource is listed in Schedule D, the rate for that resource set out in any SOW may not exceed the rate set out in Schedule D.

7. CONFIDENTIALITY, PRIVACY, SECURITY AND ACCESS TO INFORMATION

7.1 Confidentiality. Vendor agrees to be bound by the terms and conditions set out in Schedule C, and any additional terms and conditions regarding privacy or security set out in any SOW.

7.2 MFIPPA. "MFIPPA" means the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56 as amended from time to time. The City cannot

guarantee that the confidentiality of any information that is in the custody or control of the City will be preserved if a request for access to it is made under MFIPPA.

7.3 **Personal Information.** Vendor will comply with any laws (including regulations and common law) pertaining to the privacy protection of Personal Information to which Vendor is subject. Vendor will provide the City with information, cooperation and assistance, as reasonably requested by the City from time to time, in order to enable the City to comply with any and all requirements to which the City is subject under any laws (including MFIPPA, regulations and common law) pertaining to the privacy protection of Personal Information.

7.4 **Security.** Should Vendor interact with the City's premises, infrastructure or systems, while doing so, Vendor will comply with all of the City's rules, procedures and policies relating to confidentiality, privacy or security including those set out in the Agreement, provided to Vendor in writing or posted on site. The City reserves the right to prohibit any of Vendor's Representatives who do not comply with such rules, procedures and policies from obtaining any physical or electronic access to the City's premises, infrastructure or systems.

7.5 The Vendor agrees to cooperate with the City and provide reasonable assistance when the City conducts any privacy impact assessment, threat risk assessment or any other assessment related to the security and privacy of the Services or Goods.

7.6 **Publicity.** Vendor will not issue any public notice or press release, or otherwise make use of its association with the City or this Agreement, without the prior written consent of the City. Notwithstanding the foregoing, upon the execution of this Agreement and until its expiry or earlier termination, Vendor will be authorized to use the City's name in Vendor's marketing material and on Vendor's website with a statement that the City is a client of Vendor, or that Vendor has been chosen by the City, or in a list of Vendor's clients (but without any statement of endorsement for the Vendor or its software as a service).

7.7 **Extraterritorial Measures.** Vendor will ensure that any Personal Information, City Data and Confidential Information of the City which is provided to or hosted by the Vendor, or to which Vendor obtains access in the course of this Agreement remains in Canada unless its removal is expressly permitted in writing by the City. Any such permission will be set out in the applicable SOW or an amendment to it.

7.8 **Privacy and Security.** Vendor shall notify City immediately, and in no event more than twenty-four (24) hours of if Vendor becoming aware:

(a) that any Representative of Vendor has accessed, used or disclosed without authority or disposed of Personal Information (including Confidential Information) other than in accordance with the Agreement or in accordance with any direction provided by City;

(b) that an unauthorized person has accessed, used or disclosed without authority Personal Information (including Confidential Information);

(c) of any risk that raises the likelihood that any, use, disclosure without authority or disposal referred to in this section may occur; or

(d) any act or omission by Vendor or any of Vendor's Representatives which constitutes or is likely to result in a breach by Vendor of its obligations under this Agreement relating to privacy or security.

(each a "**P/S Incident**"). Vendor shall provide City with notice of the name and contact information of the individual to whom City should report any P/S Incident that, in the opinion of City, require escalation.

7.9   In the event of an investigation or inquiry into any breach or suspected breach by the Vendor, of the City's privacy or security requirements, upon notice to the Vendor, the City acting reasonably may, without penalty, suspend further use of the Vendor's Services for so long as necessary to obtain reasonable assurances that the City's privacy and security requirements are being met.

7.10 **Logging Access.** The City will be provided access by the Vendor such that the City can retrieve audit logs and / or reports which sets out the name of any person who has accessed Vendor's software as a service platform , provided that the audit logs will only show that access was made by an employee/agent of Vendor and will not show the name of the employee/agent. Accessing this information will be at a time convenient to the City. Should the Vendor's assistance be required to aid the City, said assistance will not be unreasonably withheld.

7.11 **Financial Transactions**. If any of the Services include processing financial transactions on behalf of the City. This section 7.12 applies.

   (a)   The Services will be provided in a manner that meets or exceeds the Payment Card Industry (PCI) data security standards (entitled, "Payment Application Data Security Standard" or "PA-DSS"), especially in relation to "Cardholder Data" and "Sensitive Authentication Data" (both as defined by PCI).

   (b)   Should Vendor's provision of the Services change in any way that results in the Services no longer being provided in a manner that meets or exceeds the PCI data security standards, Vendor will: (i) give the City immediate written notice of the non-compliance; and (ii) use best efforts to correct the non-compliance.

   (c)   From time to time, the City may request and Vendor will provide evidence of Vendor's compliance with the PCI data security standards.

   (d)   When PCI issues a new version of the PA-DSS, Vendor will provide the Services in compliance with the most recent version of the PA-DSS.

8.   CONFLICT OF INTEREST

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

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

8.3 **Anti-Kickback/Anti-Bribery.** Without limiting section 8.1, Vendor (including its Representatives) will not accept benefits, financial or otherwise, arising from the performance of the Vendor's obligations other than as specified in the Agreement. Vendor warrants and covenants with the City that: (i) no bribe, gift or other inducement

has been paid, given, promised or offered to any officer, agent, employee or elected official of the City for, or with a view to, entering into the Agreement or any other agreement with the City; and (ii) no third party person or agency has been employed or retained to solicit or obtain this Agreement or any SOW for a contingent fee.

9. DATA

9.1 Data. Except as expressly set out in this Master Agreement, the City retains all right title and interest in or to the City Data. "City Data" means all data related to business information, general public information, personal information, and personal health information created or collected in connection with the management or provisioning of City programs or services on any active technology environments and redundant/backup environments.

9.2 Licenses.

    9.2.1 Subject to the terms and conditions of the Agreement, the City grants to Vendor a non-exclusive license to use and copy the City Data solely for the purpose of performing the Services.

    9.2.2 Vendor may not use the City Data for any purpose not stated in section 9.2.1 without the express written consent of the City. The Vendor will also ensure that City Data is not transmitted or stored outside of Canada without the express written consent of the City.

9.3 Client Data. The Services include an export function so that the City may export a copy of its then current City Data from time to time. For the avoidance of doubt, exportable data does not include encrypted financial information or system tables used in the operation of Vendor's software as a service platform.

9.4 Confidential. City Data will be treated as the City's Confidential Information for the purposes of the Agreement. Vendor is responsible and accountable for implementing reasonable physical, administrative and technical safeguards to secure the City Data from unauthorised use, or being disclosed or accessed without authority as well as for implementing any further safeguards set out in the SOW pursuant to which the applicable Services are being provided.

9.5 Back-up. Unless the SOW pursuant to which any Service is provided expressly requires Vendor to do so more frequently, this section 9.5 applies in relation to any City Data related to that Service. Vendor will back-up the then current City Data at least once every 24 hours, and Vendor will maintain at least 3 weeks work of such back-ups. Vendor will store at least one back-up from each **24 hour** period at any off-site facility other than Vendor's primary site used to provide the Services. The City has the unfettered right to access all of its City Data periodically to make adequate backups in accordance with the City's backup and retention policies. The Vendor shall facilitate such access as part of its Services to the City. The vendor confirms and guarantees a minimum of at least 15 minute interval back-ups which are replicated across redundant back-up servers.

9.6 Recovery. In the event of data loss caused by any failure of the Services and within four (4) hours of the occurrence of that data loss, Vendor will restore or recover all then current City Data at no cost to the City, and Vendor will use its best efforts to do so. If Vendor fails to regenerate the lost or destroyed City Data within a reasonable period of time, the City may obtain data reconstruction services from a third party.

9.7 Encryption. Unless expressly set out otherwise in the applicable SOW, when City Data is being transmitted for any purpose, Vendor will secure the City Data using no less than 256 bit encryption or through establishing a secured virtual private network with the City.

10. PROPRIETARY RIGHTS

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

10.2 Pre-existing Works.

(a) "Pre-existing Works" means any work created prior to or other than pursuant to the performance of any Services.

(b) Except as expressly set out in this Master Agreement, the City retains all right title and interest in or to the Pre-existing Works for which it or its third party suppliers own the Intellectual Property Rights. To the extent that the City provides any such Pre-existing Work to Vendor for the purpose of providing the Services, the Pre-existing Work may only be used for providing the Services.

(c) Except as expressly set out in this Master Agreement, Vendor retains all right title and interest in or to the Pre-existing Works for which it or its third party suppliers own the Intellectual Property Rights.

(d) "Platform Software" refers to the software used by Vendor to provide any cloud-based Service. Vendor grants to the City and its Users a non-exclusive, non-transferable, time-limited license to use the Platform Software to the extent necessary to use any cloud-based Services being provided pursuant to this Agreement (including any applications and tools made available as part of the Services). The City agrees not to: (i) use the Platform Software for any purpose other than to make use of the Services; (ii) use the Platform Software other than in accordance with the Agreement; (iii) decompile, disassemble, reverse engineer or otherwise attempt to discern or recreate the source code for the Platform Software; or (iv) allow direct or indirect use of the Platform Software by any Person other than a User.

(e) To the extent a license to use any Pre-existing Work (other than Platform Software) for which Vendor or its suppliers own the Intellectual Property Rights is reasonably necessary for the City's or its Users use or receipt of any Services, Vendor grants to City and its Users any licenses required to use the Services.

10.3 Custom Works. Any work created by Vendor in the course of providing the Services will be deemed to be one of the Vendor's Pre-existing Works.

10.4 Click-wrap. No shrink wrap agreement, click wrap agreement or other similar sets of license terms included with any software provided under the Agreement is binding on the parties.

11. REPRESENTATIONS, COVENANTS AND WARRANTIES

11.1 Basic. Vendor represents and warrants to and covenants with the City that: (i) Vendor has obtained and will maintain such permits and approvals as are required by government and other authorities for Vendor to operate its business and meet its obligations under the Agreement; and (ii) Vendor is now both in compliance with, and covenants that it will continue to comply with any and all applicable laws and regulations.

11.2 Services.

(a) Vendor hereby represents and warrants to and covenants with the City that the Services will be: (i) performed in a competent, professional and workman-like manner; (ii) in a manner that complies with all requirements for the Services set out in the Agreement; and (iii) performed exclusively in Canada unless the applicable SOW sets out otherwise.

(b) Additionally, any cloud-based Service will substantially comply with any specifications for it set out in this Master Agreement, the applicable SOW or otherwise agreed to in writing by Vendor and the City.

11.3 Goods.

(a) For any Good, the warranty period is one year from the date on which it is approved by the City in accordance with section 3.3. During the warranty period, the Good will: (i) materially conform to its description and any specifications set out or otherwise incorporated in the Agreement, and where not inconsistent those documents, any sample, published documentation or specifications for that Good provided by Vendor to the City; and (ii) be sufficient for its intended purpose, be of merchantable or better quality and be free from defects.

(b) Should any Good not meet the warranty set out in (a) above, Vendor will as soon as practicable and at no additional charge to the City: (i) remedy such non-conformance; or (ii) replace the affected Good with an equivalent or superior Good. If Vendor is unable to do so promptly, the City may at its option require that Vendor promptly provide a full refund of the amount paid by the City for the affected Good. The City will return the affected Good at Vendor's expense upon receipt of such refund.

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

(a) Vendor has the right and authority to grant the licenses and make the assignments set out in the Agreement free of any claim of any kind in favour of or by any third party;

(b) neither the Goods nor Services provided pursuant to this Agreement will infringe upon or violate any third-party Intellectual Property Rights; and

(c)   all Goods, which include any code or other software, will be free of any harmful or hidden programs or data incorporated therein with malicious and mischievous intent including but not limited to viruses, worms, time bombs, logic bombs, trap doors, Trojan horses or similar malicious instructions, techniques, or devices capable of disrupting, disabling, damaging, or shutting down a computer system or software or hardware component thereof.

(d)   Any warranties and representations that Vendor will obtain or has obtained from its Representatives will pass through for the benefit of the City and its Representatives. Upon the City's request, Vendor will ensure that it will take all actions as may be required by the City to enforce any such warranties and representations for the benefit of the City and its Representatives.

12.   INDEMNITIES

12.1 General.

(a)   Vendor agrees to indemnify and hold the City and its Representatives harmless from all charges, losses, damages and expenses (including reasonable legal fees and disbursements) incurred in connection with any claims, demands, suits or actions incurred by any of them as a result of the negligent acts or omissions or willful misconduct of Vendor or its Representatives relating to or arising from the Agreement or any Goods and Services.

(b)   Vendor agrees to indemnify and hold the City and its Representatives harmless from all charges, losses, damages and expenses (including reasonable legal fees and disbursements) incurred in connection with any claims, demands, suits or actions incurred by any of them as a result of any claim that the City's receipt or use of any of the Goods and Services infringes a third party's Intellectual Property Rights or other rights. Without limiting the foregoing, upon any claim of infringement being made, Vendor will promptly, at the request of the City, procure such rights or modify or replace any Goods and Services as may be necessary to remedy such claim of infringement without disruption or additional cost to the City and its Representatives.

(c)   If requested by the City, Vendor will also defend at its own cost and expense any claim, demand, suit or action brought against the City or any of its Representatives as described in this section 12.1.

(d)   Despite anything else in this Agreement, any express or implied reference to the City providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the City, whether at the time of execution of this Agreement or at any time during the Term of this Agreement, shall be void and of no legal effect.

13.   LIMITATION OF LIABILITY

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

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

13.3 Vendor. IN NO EVENT WILL THE TOTAL CUMULATIVE LIABILITY OF VENDOR (INCLUDING ITS REPRESENTATIVES) TO CITY, FOR ANY CLAIMS, DEMANDS, SUITS OR OTHER LIABILITIES ARISING OUT OF OR RELATING TO THIS AGREEMENT, EXCEED THREE (3) TIMES THE ANNUAL PLATFORM USE FEES.

13.4 City. IN NO EVENT WILL THE CITY (INCLUDING ITS REPRESENTATIVES) BE LIABLE TO VENDOR FOR ANY AMOUNTS ABOVE THE CITY'S PAYMENT OBLIGATIONS SET OUT IN THE AGREEMENT.

13.5 Timing. Unless otherwise expressly stated in this agreement, no action, claim or proceeding, regardless of form, arising out of this agreement will be brought by either party more than two years after the claiming party becomes aware of, or ought to have become aware of, the facts giving rise to the existence of any cause of action.

14. INSURANCE

14.1 Coverage. Vendor will maintain during the Term of this Agreement, at Vendor's cost and expense, insurance coverage as set out in this section 13 and in any event against such risks and in such amounts that could reasonably be expected by persons acting prudently and engaged in similar activities as Vendor. This coverage will be from issuing institutions with ratings in equal to or in excess of the following minimum ratings: (i) BBB from Standard & Poor's; (ii) Baa from Moody's; and (iii) B+ from A.M. Best. Vendor will obtain and provide evidence of such insurance to the City, prior to beginning to provide Services and after that promptly on the request of the City. The evidence **must** be provided on the City's insurance certificate form, no other form will be accepted. This provision will survive the termination of the Agreement for a period of two years.

14.2 General. The Vendor shall at all times during the currency of the Term of this Agreement and any extension or renewal thereof, at its own expense, obtain and provide the Corporation of the City of London with evidence of:

(a) Commercial general liability insurance including bodily injury and death, personal injury, property damage including loss of use thereof, contractual liability, non-owned automobile insurance liability, owners' and contractors' protective, products and completed operations and employers' liability, with coverage including the activities and operations conducted by Vendor and for those whom Vendor is responsible at law. These policies will all: (i) be written on an occurrence basis with coverage for any one occurrence or claim of at least $2,000,000; (ii) include the City as an additional insured; and (iii) contain severability of interests clause and cross liability clauses. Vendor is responsible for any loss or losses within the deductible.

(b) Professional liability/errors and omissions insurance in an amount of not less than $2,000,000.

(c) Cyber Risk insurance inclusive of at least the following types of coverage having a policy limit of not less than $2,000,000 per claim and a policy aggregate limit of not less than $4,000,000:

    (i) privacy liability;

    (ii) network security liability;

    (iii) crisis management expenses ($1,000,000 sublimit); and

    (iv) privacy notification costs ($1,000,000 sublimit).

(d) Such policies will name The Corporation of the City of London as an additional insured with respect to the liability arising out of the operations of the named insured.

(e) If a policy described in this section 14.2 is cancelled or materially changed in any way, 30 days prior written notice of the cancellation or change must be given by the Vendor's insurer to the City.

(f) The City reserves the right to request such higher limits of insurance or other types of insurance policies appropriate to this Agreement as the City may reasonably require from time to time.

14.3 Worker's Safety. Vendor will comply with all applicable laws and regulations governing workplace safety (each as amended from time to time). Vendor acknowledges that neither it nor Representatives are covered by the City under the Workplace Safety and Insurance Act, 1997, as amended from time to time, and Vendor will obtain and maintain, the necessary coverage for itself and any employees, and will furnish the City when requested with such satisfactory evidence that it has complied with the provisions of any such legislation.

14.4 Not a Qualification. Vendor acknowledges that any insurance coverage referred to in this section 13 will not be construed to limit or qualify in any manner the liabilities and obligations imposed on Vendor as set out in the Agreement.

15. GENERAL PROVISIONS

15.1 Interpretation.

(a) The headings used in this Agreement are for convenience of reference only, and are not intended to be full or accurate descriptions of the content of the paragraphs.

(b) No provision of this Agreement will be interpreted against any party merely because that party or its legal representative drafted the provision.

(c) Throughout this Agreement: (i) the term "including" or the phrases "e.g.," or "for example" have been used to mean "including, without limitation", (ii) the singular includes the plural and vice-versa and (iii) any gender includes the other gender, unless the context requires otherwise.

(d) The Parties expressly request that this agreement as well as documents relating thereto be drawn up in English. Les Parties ont expressément exigé que cette convention ainsi que tous les documents s'y rattachant soient rédigés en anglais.

15.2 Entire Agreement. The Master Agreement and all SOWs constitute the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter. Without limiting the previous sentence, any terms contained in any click-wrap agreement, shrink-wrap agreement, browse-wrap license, documentation provided to the City, invoice, web site or in any other form of agreement presented or delivered to the City in connection with any Service or Good shall not be effective unless the City has agreed in a written amendment to the Agreement to be bound by the terms of that agreement or other document.

15.3 Amendment. Except as expressly set out in this Agreement, this Agreement may be changed only by a written document signed by authorized representatives of the City and Vendor.

15.4 Waiver. No waiver of any part of this Agreement will be deemed to be a waiver of any other provision in this Agreement or a waiver with respect to any subsequent breach. No term of this Agreement will be deemed to be waived by reason of any previous failure to enforce it. No term of this Agreement may be waived except in a writing signed by the party waiving enforcement.

15.5 Severability. Should any provision of this Agreement be held to be invalid by a court of competent jurisdiction, then that provision will be enforced to the extent permissible, and all other provisions will remain in effect and are enforceable by the parties.

15.6 Assignment. Vendor may not assign this Agreement, by operation of law or otherwise, without the City's prior written consent (which consent may be provided subject to one or more conditions imposed by the City), which shall not be unreasonably withheld or delayed. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns. Notwithstanding the foregoing, Vendor may assign this Agreement to a successor entity through merger or acquisition. Any permitted assignment of this Agreement by the Vendor shall require the complete and accurate disclosure to the City of all relevant information concerning the proposed assignee, the execution and delivery to the City of a satisfactory assignment and assumption agreement and the continuing joint and several liability of the assignor to the City.

15.7 Governing Law. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE PROVINCE OF ONTARIO. IT WILL NOT BE GOVERNED BY THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS, THE APPLICATION OF WHICH IS EXPRESSLY EXCLUDED. Subject to the provisions of section 4.13, the City and Vendor agree to attorn to the jurisdiction of the courts of the Province of Ontario for the conduct of any legal proceedings under, or related to, this Agreement.

15.8 Force Majeure. Except as expressly provided otherwise in the Agreement, neither party will be liable for any failure or delay in its performance under the Agreement due to any cause beyond its reasonable control that could not have been avoided by the exercise of reasonable foresight provided that the party affected by such failure or delay gives the other party prompt written notice of the cause, and uses reasonable commercial efforts to correct such failure or delay within a reasonable period of time (not to exceed 60 consecutive days). Additionally, during the occurrence of such an event, the City

may suspend the provision of Goods and Services upon written notice to Vendor for a period not to exceed 60 days.

15.9 Independent Contractors. The relationship between the parties is that of independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between them. Neither the City nor Vendor will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

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

15.11 Software Source Code Escrow. Upon the City's written request anytime during the Term, the Vendor shall deposit a source code version of the software component of the Platform other than any third-party software (the "Software") with all necessary passwords and software keys (the "Source Code") with a third party escrow holder (the "Escrow Holder"). The Vendor shall update the Source Code with all Enhancements and new releases and with any bug fixes or workarounds provided to the City. The annual escrow fees will be borne entirely by the City. The escrow agreement for the Source Code deposit shall name the City as beneficiary and shall provide for the release of the Source Code to the City if the Vendor becomes insolvent; or if any proceedings are commenced or taken for the dissolution, liquidation or winding up of the Vendor; or if a trustee, receiver or other person with similar powers is appointed for the Vendor in respect of all or substantially all of its property or assets; or if PerfectMind ceases to carry on all or substantially all of its business any proceedings in respect of bankruptcy or insolvency are instituted against the Vendor under any legislation dealing with insolvency or creditor's rights; or if the Vendor makes any assignment or proposal in bankruptcy or any other assignment or proposal for the benefit of creditors ("Release Conditions"). The Vendor shall have a forty-five (45) days cure period to rectify any of the foregoing Release Conditions after the receipt of a written notice from the City. Upon the release of the Source Code to the City, the City will only use the Source Code in accordance with this Agreement and will only use the Source Code internally for the purpose of providing maintenance, and support for, or to add functionality to the Software. The Vendor covenants and agrees that the Source Code, and all Enhancements, new releases, updates, bug fixes and workarounds deposited into escrow shall include all documentation and materials necessary for a competent programmer to compile, verify, maintain, and support the Source Code.

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

PERFECTMIND INC.

WITNESS: _____

Name: _____
Garett Chypa

Title: _____
Sales Manager

Date: _____
03-28-18

Per: _____

Name: _____

Title: _____
COO

Date: *28/03/2018*

I have authority to bind the corporation.

THE CORPORATION OF THE CITY OF LONDON

Approved as to form	Approved as to content
Legal Services	
	_____

Per: _____
Matt Brown, Mayor

Name: _____

Title: _____

Date: *April 27th, 2018*

I have authority to bind the corporation.

Per: _____
City Clerk

Name: _____

Title: _____

Date: *April 27th, 2018*

I have authority to bind the corporation.

Apr 26/18

1 SCHEDULE A – Service Levels

SERVICE LEVEL METRICS FOR CLOUD-BASED SERVICES

The following table sets out the Service Level Metrics applicable to the cloud-based Services.

	Service Level Metric Description	Metric	Remedy / Remedial Action
1.	Availability	**Metric:** Availability ≥ 99.9% during Operation Hours **Measurement Period:** Annual **Measurement:** The Platform will achieve a system uptime performance level of 99.9% during the Operation Hours on an annual basis inclusive of any downtime caused by the underlying telecommunication services provider. In this Exhibit, "**Operation Hours**" means 6:00 a.m. to 12:00 a.m. midnight Eastern Standard Time, seven (7) days a week. "**Availability**" with respect to any cloud-based Service in any month equals the following number divided by the number of minutes in the month and multiplied by 100: the difference between the number of minutes in the month and the minutes of Down Time for the month. "**Down Time**" with respect to any month equals the sum of all periods of time during that month when any of the following events are occurring other than as a result of Planned Maintenance: (i) the cloud-based Service cannot be accessed by any User; (ii) the performance of the cloud-base Service is materially compromised; or (iii) the City is unable to use the cloud-based Service to access the City Data.	If the Platform does not achieve the uptime performance level provided opposite in the "Metric" column during a twelve (12) month Performance Period, then City may request PerfectMind to issue to City a credit equal to $75 for every hour or portion thereof of downtime in excess of what is permitted by the performance level ("**Performance Credit**"). If the uptime performance level falls below 97.5% uptime in two of any three consecutive months, or if any month the performance level is less than 95% uptime, then City shall have the right to terminate this Agreement for cause with 30 days' prior written notice. If the Platform is deemed to be unavailable during a Peak Usage Time as defined in section 2 (below), PerfectMind shall issue a credit in the amount of $100 (CAD) per hour to the City. To request Performance Credit, City shall deliver to PerfectMind notice in writing, no later than thirty (30) days after the last day of a Performance Period during which the availability of the Platform fell below the uptime performance level provided

Service Level Metric Description		Metric	Remedy / Remedial Action
		PerfectMind will only be responsible for its Platform uptime performance levels and will not be responsible for any failure due to a failure of City's system(s) or a Force Majeure event as described in this Agreement, and such failures shall not be counted against PerfectMind's required system uptime performance levels.	above, specifying the number of hours for which Performance Credit is requested. In this Exhibit, a "**Performance Period**" is the twelve (12) month period commencing on the date of this Agreement or on each subsequent one-year anniversary of the date of this Agreement. To the extent that PerfectMind does not receive timely notice from the City as provided above, the PerfectMind shall have no further obligation to provide the City with any Performance Credit and the City shall be deemed to have waived and released PerfectMind from any and all claims for a Performance Credit related to the availability (uptime) warranty for the applicable Performance Period.
2.	**Restore Time**	**Metric:** No single period of Down Time will last longer than four (4) hours. **Measurement Period:** Not applicable **Measurement:** A period of Down Time begins at the earlier of the following times: (i) when Vendor becomes aware of the outage or partial outage through its own monitoring efforts; or (ii) when any one of the Vendor's clients reports the outage to Vendor. A period of Down Time ends when: the cloud-based Service is functioning in substantial accordance with its specifications.	For failing to meet this Service Level Metric, Vendor will provide to Client a Performance Credit equal to $75 for each hour or portion thereof for unscheduled downtime.

	Service Level Metric Description	Metric	Remedy / Remedial Action
3.	Maintenance	**Measurement Period:** Annual. PerfectMind may, upon not less than seven (7) days' prior written notice to City, which may be email notification. cause the Platform to be unavailable for a period of time not to exceed seven (7) consecutive hours or twelve (12) consecutive hours from Sunday at 6:00 p.m. to Monday at 6:00 a.m. ("**Planned Maintenance**"). Planned Maintenance will be performed during the Maintenance Window, and not more than once per week, unless any such Planned Maintenance is a result of urgent events outside of PerfectMind's direct control in which case PerfectMind will provide as much notice as is practicable. Planned Maintenance will apply against PerfectMind's required uptime performance level unless (i) it is conducted during the Maintenance Window; or (ii) it is as result of remedial work necessary to address a material defect with third party software such as Microsoft® operating system or SQL server. In this Exhibit D, "**Maintenance Window**" means between 11:01 pm and 6:00 am Eastern Time on any day.	If the Maintenance is not completed within the specified timeframes, on the third occurrence, the City may request PerfectMind to issue to City a Performance Credit equal to $75 for every hour or portion thereof of downtime in excess of what is permitted by the performance level.
4.	Data Loss ("Data" includes	**Measurement Period:** Not applicable	For any data loss of greater than one (1) hour, the City may request and PerfectMind shall issue a

	Service Level Metric Description	Metric	Remedy / Remedial Action
	City Data as defined in the Agreement)	PerfectMind shall ensure any data loss shall not be greater than one (1) hour during a Service Disruption ("Data Loss") which is deemed to begin from the earlier of the time a service disruption has been declared by PerfectMind or identified by City and reported in writing (including by email) to PerfectMind.	credit in the amount of $100 (CAD) to the City.
5.	Backup	Measurement Period: Not applicable PerfectMind shall backup all City Data in its entirety every seven (7) days. PerfectMind shall backup all changes to City Data (including transactions) every hour.	If no backups are available, the remedy as described in #4 Data Loss shall apply.

(a)   Should any of the following events occur, the City may terminate or suspend some or all of the Services provided under the Agreement without liability, cost or penalty:

- Loss of PCI compliance as required at section 4.10 (Security Audit) of the Agreement

2. KEY BUSINESS CYCLES & SERVICE EXCEPTIONS

PM shall use all commercially reasonable efforts to cause Service interruptions not to occur during the following times:

Service Exception Description	Affected Services	Method of Communication
Peak Usage Times	All services related to:	Schedules to be communicated and reviewed at least twice annually. For unanticipated high use times, the City will provide PerfectMind as much reasonable lead time as possible.

3.   Technical Support.

Following the reporting of a Service interruption or other problem by City's technical support personnel either via phone call or email to PerfectMind's technical support. PerfectMind will respond to the problem in accordance with the incident level and provide a fix to the problem all in accordance with the table set forth below:

24x7x365 Technical Support		
Description	**Response time**	**Resolution Time**
City report an incident via phone, email, or chat	A live agent will immediately discuss the issue with City	**85%** of the incidents are currently addressed on the first call
The initial call requires escalation to Level II	The initial call will be transferred to a Sr. live agent to further discuss the incident with the City,	**95%** of the escalated calls to level II are addressed within the first call
The escalated call to Level II requires escalation to the Development team	Level II agent create a case for the development team to further investigate the incident	Resolution time will follow the SLA table below

Service Level Agreement		
Incident Level	**Description**	**Resolution Time**
Critical	This incident level is attained when the following conditions are met: - Complete inability to use the Platform; or - A reoccurring temporary inability to use the Platform	Within the **same Day**
High	This incident level is attained when the following conditions are met: - A significant degradation of the significant features or functions available or the Platform - Recent modifications to the Platform cause some significant features or functions to operate inconsistently	Within **24 hours**
Low	This incident level is attained when the following conditions are met: - A minor degradation of some significant features or functions: or a degradation of	These issues will be reviewed and prioritized according to the severity of the issue. An accurate estimate will be provided

		some secondary features or function occurs	to the City within one (1) week after the incident is reported by the City or discovered by the Vendor. Resolution will be within a period of time as mutually agreed to by the parties.

SCHEDULE B –

INTENTIONALLY LEFT BLANK

SCHEDULE C – CONFIDENTIALITY

1.   Importance. Both parties recognize the vital importance of the protection of any Confidential Information (as defined below) that is provided or otherwise made available by one party (the "Disclosing Party") to the party receiving or otherwise obtaining access to such information (the "Recipient").

2.   Confidential. "Confidential Information" means any and all information and materials, which: (i) are designated as confidential at the time of disclosure (in a manner reflecting the manner in which they are disclosed), or (ii) a reasonable person, having regard to the circumstances, would regard as confidential (including Personal Information). "Personal Information" means any personal information which is required to be protected pursuant to MFIPPA or any laws (including regulations and common law) pertaining to the protection of personal, healthcare or insurance information.

2.   Exceptions. The Disclosing Party's Confidential Information does not include information which: (i) is or at any time is made generally available to the public by the Disclosing Party; (ii) is known to the Recipient (as substantiated by cogent written evidence in the Recipient's possession) free of any restrictions at the time of disclosure; (iii) is independently developed by the Recipient through individuals who have not had either direct or indirect access to the Confidential Information; and (iv) is rightfully obtained by the Recipient, without any obligation of confidence, from a third party who had a right to transfer or disclose it to any Person free of any obligation of confidence. The above listed exceptions do not apply in the case of Confidential Information that is also Personal Information.

3.   Required by Law. The Recipient will not be liable for disclosure of Confidential Information if disclosure is required by any law applicable in the Province of Ontario, provided that the Recipient, notifies the Disclosing Party of any such requirement as soon as legally permissible.

4.   Warranties. EXCEPT TO THE EXTENT EXPRESSLY SET OUT IN THIS AGREEMENT, ALL CONFIDENTIAL INFORMATION PROVIDED BY OR ON BEHALF OF THE DISCLOSING PARTY IS PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND.

5.   Recipient's Obligations. The Recipient will: (i) use the Disclosing Party's Confidential Information only in accordance with this Agreement and only for the purpose of fulfilling its obligations and exercising its rights under this Agreement; (ii) use at least the same degree of care to protect the Disclosing Party's Confidential Information as the Recipient uses to protect its own Confidential Information of a like nature, but in any event will not use a standard of care that is less than a reasonable standard of care; (iii) not disclose the Disclosing Party's Confidential Information to any person other than the Recipient's Representatives who have a need to know it for the purposes described in (i) above and who are bound by Recipient to keep the

Confidential Information of third parties confidential, at least to the same extent as set forth in the Agreement; and (iv) upon becoming aware of any unauthorized copying, disclosure or use of the Disclosing Party's Confidential Information. notify the Disclosing Party immediately and make a commercially reasonable effort to minimize the effect of any such use or disclosure.

6.   Equitable Relief. Each party acknowledges that the Confidential Information of the other party is of value to the other party or to its suppliers and that any that any unauthorized copying, use, disclosure, access or disposition of the Confidential Information will cause irreparable injury to the other party or its suppliers. Consequently. each party agrees that in addition to any other remedies that the other party may have, the other party will be entitled to obtain injunctive and other equitable relief, as a matter of right without proving injury.

7.   Return. Subject to section 8 of this Schedule C, upon expiration or termination of this Agreement or at the Disclosing Party's request, the Recipient will: (i) return all Confidential Information disclosed to it by the Disclosing Party and all copies thereof, regardless of form; and (ii) destroy any such Confidential Information that cannot be returned.

8.   Exceptions. To the extent that any of the following circumstances apply and the Recipient neither returns nor destroys any Confidential Information of the Disclosing Party as a result, the provisions of this Agreement pertaining to the protection of Confidential Information will extend until the Confidential Information is returned or destroyed: (i) it is not reasonably feasible to return or destroy the Confidential Information; or (ii) the Confidential Information forms part of any Good or Service that the Recipient is entitled pursuant to the Agreement to continue to use after the expiration or termination of the Agreement.

SCHEDULE D – RATES

Platform Use fees

PLATFORM

The fees for the Platform use will be as follows:

Year One (from Project Kick-off Date, 2018 to Anniversary Date of Project Kick-off Date, 2019): $108,800 (payment of 25% upon contract signing and 75% at start of Project Kick-off)

Year Two (from Anniversary Date, 2019 to Anniversary Date, 2020): $108,800

Year Three (from Anniversary Date, 2020 to Anniversary Date, 2021): $108,800

Year Four (from Anniversary Date, 2021 to Anniversary Date, 2022): $108,800

Year Five (from Anniversary Date, 2022 to Anniversary Date, 2023): $108,800

The Platform use fees will be adjusted based on the aggregate revenues of all GTA municipalities, not in negotiations with PerfectMind as of the date the agreement between City of Brampton and PerfectMind (the "First Signing Date"), that enter into an agreement with PerfectMind for its Parks and Recreation software as a service as a result of the above noted RFP2016-004, within 180 days of the First Signing Date.

The adjustment will be in accordance with the rate provided in the "PerfectMind Pricing" Table (below) for the aggregate revenue figure.

Perfect Mind Pricing														
Revenue (mil)	1	2.5	5	10	15	20	50	75	95	115	135	155	175	195
Percentage Used	2.00%	1.50%	1.30%	1.00%	0.90%	0.80%	0.79%	0.79%	0.78%	0.77%	0.76%	0.75%	0.74%	0.73%

Fee Payment Schedule

Schedule Target Dates	Milestones & Deliverable	First year Subscription	Implementation	Payment Date
April 4, 2018	• Contract Signature and Execution	25% of 1st Year Subscription $27,200		
TBD	**Project Kick off (Milestone 1)** • Planning of the project kick off/discovery session • Resourcing and Scheduling for the discovery phase • Preliminary review of the requirements by the project team prior to the first meeting • Creation of the live production environment	75% of 1st Year Subscription $81,600	$10,000	Upon completion of Acceptance Form A (Implementation Amount)
TBD	**Project Initiation (Milestone 2)** • Discovery phase • Project work breakdown structure • Initiation of tasks listed under "Scope/Project Management and Planning"		$15,500	Upon completion of Acceptance Form B

Schedule Target Dates	Milestones & Deliverable	First year Subscription	Implementation	Payment Date
TBD	**Software Configuration and Reports (Milestone 3)** • Application configuration and setup • Security and roles configuration • Setup workflows and business rules Configuration and creations of the reports		$31,000	Upon completion of Acceptance Form C
TBD	**Data Conversion Acceptance Testing (Milestone 4)** • Data Conversion		$20,500	Upon completion of Acceptance Form D
TBD	**Training (Milestone 5)** • System administrators have been trained on all aspects of system configuration, individual and role-based security profiles, enterprise silo security settings and configurations, document template creation, and report queries and changes. • System administrators are able to complete new configuration items with minimal assistance from PerfectMIND. • End users have been trained on all aspects of the system and can complete tasks within the system. • Training materials and online learning center access have been delivered		$25,500	Upon completion of Acceptance Form E

Schedule Target Dates	Milestones & Deliverable	First year Subscription	Implementation	Payment Date
TBD	**User Acceptance Testing (Milestone 6)** • System functions • Work flows and business rules • Reports		$30,000	Upon completion of Acceptance Form F
To be mutually agreed upon after Discovery Milestone	**Go-live (Milestone 7)** The system is pushed to the Production environment.		$11,000	Upon completion of Acceptance Form G
	Total	$108,800	$143,500	

Acceptance Form A - Project Kickoff (Milestone 1)

Purpose

The purpose of the Project Kickoff Acceptance Form is to confirm that the project kickoff has occurred and the following deliverables are completed.

Deliverables

- Contract signature and execution
- Planning of the project kickoff/discovery session
- Resourcing and scheduling for the discovery phase
- Preliminary review of the requirements by the project team prior to the first meeting
- Creation of live production environment, which includes at a minimum:
  - Setup of Customer's production environment on the cloud
  - System setups including backups and retentions
  - Database security setup
  - Setup of the monitoring tools and systems on Customer's database
  - Basic configuration of the database with Parks and Rec Modules

The work was completed on _____ and accepted by Customer.
Accepted by:

(City of London): _____   Date: _____

Title: _____

(PerfectMIND):_____   Date: _____

Title: _____

Acceptance Form B - Project Initiation (Milestone 2)

Purpose

The purpose of the Project Initiation Acceptance Form is to confirm that the project initiation is complete.

Deliverables

- Discovery phase, which will inform the detailed work breakdown structure and includes:
    - Existing database system discovery
    - Business process review and gap analysis
    - Activity registration overview
    - Facility configuration overview
    - Membership management overview
    - Store and point of sale overview
    - Marketing overview
    - Accounting configuration

    The Discovery phase may involve multiple meetings and communications to clarify and assist PerfectMIND in understanding the above areas further.

- Project work breakdown structure includes:
    - Tasks and durations
    - Scheduling
    - Resourcing and assignments
    - Dependencies
- Initiation of tasks listed under "Scope/Project Management and Planning" above, which includes:
    - Communications requirement
    - Project reporting requirements including the frequency and details of the status reports
    - Issue list/tracker requirements

The work was completed on _____ and accepted by Customer.

Accepted by:

(City of London): _____   Date: _____

Title: _____

(PerfectMIND):_____   Date: _____

Title: _____

Acceptance Form C – Software Configuration and Reports (Milestone 3)

Purpose

The purpose of the Software Configuration and Reports Acceptance Form is to confirm that the software and reports configuration is complete.

Deliverables
- Application configuration and setup
- Security and roles configuration
- Setup workflows and business rules
- Configuration and creations of the reports

The work was completed on _____ and accepted by Customer.

Accepted by:

(City of London): _____   Date: _____

Title: _____

(PerfectMIND):_____   Date: _____

Title: _____

Acceptance Form D – Data Conversion Plan and Security Audit (Milestone 4)

Purpose
The purpose of the Data Conversion Acceptance Form is to confirm that the data conversion plan is complete and Accepted by Customer.

Deliverables
The data conversion plan is completed and Accepted by Customer.

Acceptance Criteria:
PerfectMIND has provided a detailed Data Conversion Plan that, at a minimum includes:

- Provide our 3rd party certification from an accredited auditor who signs off on the quarterly assessments in accordance with PCI Level 1 certification. Should the City wish to conduct their ôwn Penetration or Security assessment, this can be agreed to however, the cost of this testing and the additional testing environment cost would be the responsibility of the City.
- Description of PerfectMIND's data conversion methodology and tools
- Identification of data sources
- Method of supplying data
- Conversion schedule, including on-site and webinar reviews and planned iterations test conversions
- Roles and responsibilities, resources required
- Testing process
- Issue reporting process
- Documentation to be used for field mapping from legacy data sources to the system's database
- Documentation to be used for data transformations from legacy data code tables to system's database code tables
- Options for treatment of exceptions
- Final data conversion timetable that includes the minimum number of data conversion iterations

The work was completed on _____ and accepted by Customer.

Accepted by:

(City of London): _____   Date: _____

Title: _____

(PerfectMIND):_____   Date: _____

Title: _____

Acceptance Form E - Training (Milestone 5)

Purpose

The purpose of the Training Acceptance Form is to confirm that the training is complete.

Deliverables

The training plan is complete and specifies the training schedule and curriculum for the recipients of system administrator training and end-user training.

Customer will confirm the following:

- System administrators have been trained on all aspects of system configuration, individual and role-based security profiles, enterprise silo security settings and configurations, document template creation, and report queries and changes.
- ᐧ System administrators are able to complete new configuration items with minimal assistance from PerfectMIND.
- End users have been trained on all aspects of the system and can complete tasks within the system.
- Training materials and online learning center access have been delivered.

The work was completed on _____ and accepted by Customer.

Accepted by:

(City of London): _____   Date: _____

Title: _____

(PerfectMIND):_____   Date: _____

Title: _____

Acceptance Form F – User Acceptance Testing (Milestone 6)

<u>Purpose</u>

The purpose of the User Acceptance Testing Form is to confirm that the system testing is complete and the system is functional.

<u>Deliverables</u>

The test plan including test scripts, schedule, roles and responsibilities, and definitions of passed/failed test is provided to Customer and Customer is coached through the testing phase. Customer will conduct a complete test on the system to ensure the following is tested and passed:

- System functions
- Work flows and business rules
- Reports

The work was completed on _____ and accepted by Customer.

Accepted by:

(City of London): _____   Date: _____

Title: _____

(PerfectMIND):_____   Date: _____

Title: _____

Acceptance Form G - Go-Live (Milestone 7)

Purpose

The purpose of the Final Acceptance Form is to confirm that the system is operational.

Deliverables

The final data conversion has been completed and the system is pushed to the Production environment.

The work was completed on _____ and accepted by Customer.

Accepted by:

(City of London): _____ _____ Date: _____

Title: _____

(PerfectMIND): _____ Date: _____

Title: _____

SCHEDULE E – CRITICAL GO-LIVE ITEMS

Fixed reservation time progression

- The option will exist to enforce facility calendar reservation times to follow a specific progression/schedule beginning with the facility open time (e.g. if facility opens at 6:15 the earliest available reservation opportunity must begin at 6:15)

- Reservation progression increments will be based upon default reservation time units for the available service(s) attached to facility (e.g. if there are one hour increments for the service and the open time is 6:15, each reservation for that service must start and end at 15 minutes after the hour)

- The progression must maintain the incremental times around reservation gaps (e.g. if a reservation exists from 9:15 to 10:15 anyone attempting to do a reservation after 11:00 will be forced to begin the reservation at 11:15 ensuring a full incremental gap between reservations).

- Reservation progression restrictions must apply both to online users and front desk staff.

Fees: Future Effective Dates

- Staff will have the ability to add fees with a future effective date to all POS items (in addition to current fees).

- Staff will have the ability to add fees with a future effective date to all memberships (in addition to current fees).

- Staff will have the ability to add fees with a future effective date for all facilities/reservation services (in addition to current fees).

- Future effective dates will not be restricted to a current calendar year.

- Current fees will automatically be replaced upon activation of future dated fees.

- Fee amounts will remain adjustable before and after activation.

Open price items

- Staff will have the ability to create a POS item with no assigned price. When selected for sale, front desk staff will be prompted to enter a sale amount for the item (or can easily modify a base price).

- Open priced items may be created as either an inventory or non-inventory item.

- Open priced items may be created as a taxed or non-taxed item.

- Staff will be able to link a questionnaire to any open price item as they would with any other inventory or non-inventory item.
- Staff will be able to refund any open priced item.

Open refund ability/ Discretionary refund

- This will not be an item delivered for the City's go-live. However, PerfectMind will include the City as a stakeholder for the creation of this feature when development begins.

Floating 12-month qualification period:

- Clients qualifying for subsidy will be assigned a twelve-month qualification period beginning on the date of qualification and lasting for 365 days from the start date.
- The qualification period will be not be dependent on or linked to any calendar year limitations and may cross over year-end dates.
- Subsidy usage from such allocation periods will be attributed to the calendar year in which the subsidy transaction occurs rather than to the year in which the allocation was assigned.

Subsidy Allocation Amount Alteration

- Staff with sufficient security privileges will have the ability to manually adjust (increase or decrease) the amount of a customer's subsidy allocation at any point during a qualification period. Initial allocation will initially default to the pre-set subsidy program amount but may be altered at time of allocation. (see associated document for greater detail)

Subsidy Allocation termination

- Staff with sufficient security privileges will have the ability to terminate a subsidy allocation at any point prior to the set expiration date of the allocation.

Multiple Subsidy Client/ Single Transaction

- When including activity registrations or membership sales for multiple subsidy eligible customers in a single transaction (such as multiple members of the same family) each subsidy expenditure will be charged to the allocation of the customer associated with each sale or registration, not the customer identified as the payer for the overall transaction.

Subsidy Allocation duration/ end-date alteration

- Staff with sufficient security privileges will have the ability to manually alter the end date of a subsidy allocation, effectively shortening (or lengthening) the allocation period from its 12-month default setting.(see associated document for greater detail)

Linked dependent activities

- Staff will have the ability to link activities/events in a child/parent relationship making registration in a child activity dependent upon first registering a client in the parent activity.

- Staff will have the ability to link more than one optional child activity to one parent activity.

- Staff will have the ability to create multiple levels of parent/child dependency so that the child of one linkage may also function as the parent of another linkage.

- Registration in a child activity will be available during the same transaction as registration in the parent activity.

- Withdrawal from any parent activity will be prevented until withdrawal from any registered child activity is complete. All may be withdrawn during the same transaction.

Future due dates

- Staff will have the ability to apply a future payment due date to any single activity registration in a multi-registration transaction.

- Staff will have the ability to apply unique future payment due dates to multiple individual registrations included in a multi-registration transaction.

- Staff will not be limited to the number of registrations in a single transaction to which they may assign a unique payment due date.

Amend registration payment to subsidy

- Staff will have the ability to amend an activity or membership registration which has been previously paid.

- Staff will have the ability to remove the existing payment, without cancelling the registration, resulting in an amount due which can then be paid using the client's subsidy allocation.

- The client's subsidy allocation period does not need to predate the activity/ membership registration.

- The cancelled payment will be available as an account credit which may be refunded at any point.

Schedule B

<div align="center">

Contract Extension Agreement

Dated _____

</div>

B E T W E E N:

<div align="center">

PERFECTMIND INC.
("PerfectMind")

– and –

THE CORPORATION OF THE CITY OF LONDON
(the "Customer")

</div>

WHEREAS:

A.   The Customer and PerfectMind entered into an agreement dated April 4th, 2018 (the "Original Agreement") for the provision of PerfectMind Software as a Service;

B.   The parties hereby agree to extend the term of the Original Agreement in accordance with the terms set out herein.

NOW THEREFORE, in consideration of the mutual covenants contained in this Extension Agreement and other consideration (the receipt and sufficiency of which are acknowledged), the parties agree as follows:

1.   Definitions

1.1.   Any capitalized term not expressly defined in this Extension Agreement shall have the meaning ascribed to it in the Original Agreement.

2.   Extension

The Original Agreement will expire on August 7, 2023 ("Original Term"). Except to the extent otherwise provided in this Extension Agreement, the Original Agreement will be extended on the same terms and conditions for an additional five (5) year period (such period, the "Extended Term" and together with the Original Term, the "Term"), which will begin immediately on the expiry of the Original Term. As per Section 5.1 (b) of the Original Agreement, this Extended Term is the first of up to (2) additional periods of up to 5 years each. At least sixty (60) days prior to the expiration of the Extended Term, the Customer in its sole discretion may extend this agreement for the second of (2) additional periods of up to 5 years ("Additional Term"). At the expiration of the "Additional Term", the Term will be automatically renewed for successive one year periods (each, an "Additional Term") unless a party provides written notice to the other party of the first party's intention not to renew, at least thirty days before the expiry of the then-current Term.

3.   Fees

The Platform use fee during the Extended Term will be as set out in the payment schedule attached hereto in Exhibit A, payable by Customer in advance at the beginning of each 12month period. The Platform use fee payable by Customer during any Additional Term will be the same as the fees for the last year during the prior term unless PerfectMind has given Customer written notice of a pricing change at least 90 days before the end of such prior term, in which case the new fee will be effective upon renewal and thereafter. PerfectMind covenants that it will not increase the platform use fees payable by Customer during an Additional Term by more than 25% over the fees payable by Customer during a prior term, provided that there is no material change in Customer's number and size of facilities,

revenue from facilities, volume of the transactions processed, number and types of users of the Platform, number and types of members, and usage of features and functionalities within the Platform.

4. Conflict

The provision of this Extension Agreement shall form part of the Original Agreement. Except to the extent otherwise amended in this Extension Agreement, all other terms and conditions of the Original Agreement shall remain the same, provided that in the event of a conflict between the provisions of this Extension Agreement and those of the balance of the Original Agreement, the terms and provisions of this Extension Agreement shall supersede those provisions of the balance of the Original Agreement with which they conflict.

TO WITNESS THEIR AGREEMENT, the parties have duly executed this Extension Agreement as of the date first above written.

PERFECTMIND INC.

THE CORPORATION OF THE CITY OF LONDON

By:

_____

By:

_____

Name:

_____

Name:

_____

Title:

_____

Title:

_____

Extended Term

Year Six (August 8th, 2023 to August 7th, 2024): $130,560
Year Seven (August 8th, 2024 to August 7th, 2025): $130,560
Year Eight (August 8th, 2025 to August 7th, 2026): $130,560
Year Nine (August 8th, 2026 to August 7th, 2027): $130,560
Year Ten (August 8th, 2027 to August 7th, 2028): $130,560