

# INFORMATION TECHNOLOGY & MANAGEMENT CONSULTING PROFESSIONAL SERVICES AGREEMENT



| <i>For Administrative Purposes Only</i>              |   |
|--|---|
| <i>Ministry Contract No.</i> <u>GS22JHQ242</u>       | <b><i>Financial Information</i></b>               |
| <i>Requisition No.:</i> _____                        | <i>Client:</i> s.21 _____                         |
| <i>Solicitation No.(if applicable):</i> _____        | <i>Responsibility Centre:</i> <u>29731</u>        |
| <i>Commodity Code:</i> _____                         | <i>Service Line:</i> <u>30001</u>                 |
| <b><i>Contractor Information</i></b>                 | <i>STOB:</i> <u>6001</u>                          |
| <i>Supplier Name:</i> <u>Camis Inc.</u>              | <i>Project:</i> <u>2950815</u>                    |
| <i>Supplier No.:</i> _____                           |   |
| <i>Telephone No.:</i> <u>1-800-371-6006</u>          |   |
| <i>E-mail Address:</i> <u>dan.garofalo@camis.com</u> | <b><i>Template version: February 22, 2022</i></b> |
| <i>Website:</i> <u>camis.com</u>                     |   |

## TABLE OF CONTENTS

| No.       | Heading   | Page     |
|-----------|---|----------|
| <b>1.</b> | <b>Definitions .....</b>  | <b>1</b> |
| 1.1       | General .....   | 1        |
| 1.2       | Meaning of "record" .....   | 2        |
| <b>2.</b> | <b>Services .....</b>   | <b>2</b> |
| 2.1       | Provision of services .....                                       | 2        |
| 2.2       | Term .....  | 2        |
| 2.3       | Supply of various items .....                                     | 2        |
| 2.4       | Standard of care .....  | 2        |
| 2.5       | Standards in relation to persons performing Services .....        | 2        |
| 2.6       | Instructions by Province .....                                    | 2        |
| 2.7       | Confirmation of non-written instructions .....                    | 2        |
| 2.8       | Effectiveness of non-written instructions .....                   | 2        |
| 2.9       | Applicable laws and policies .....                                | 3        |
| <b>3.</b> | <b>Payment .....</b>  | <b>3</b> |
| 3.1       | Fees and expenses .....   | 3        |
| 3.2       | Statements of accounts .....                                      | 3        |
| 3.3       | Withholding of amounts .....                                      | 3        |
| 3.4       | Appropriation .....   | 3        |
| 3.5       | Currency .....  | 3        |
| 3.6       | Non-resident income tax .....                                     | 3        |
| 3.7       | Prohibition against committing money .....                        | 4        |
| 3.8       | Refunds of taxes .....  | 4        |
| <b>4.</b> | <b>Representations and Warranties .....</b>                       | <b>4</b> |
| <b>5.</b> | <b>Privacy, Security and Confidentiality .....</b>                | <b>4</b> |
| 5.1       | Privacy .....   | 4        |
| 5.2       | Security .....  | 4        |
| 5.3       | Confidentiality .....   | 5        |
| 5.4       | Public announcements .....  | 5        |
| 5.5       | Restrictions on promotion .....                                   | 5        |
| <b>6.</b> | <b>Material and Intellectual Property .....</b>                   | <b>5</b> |
| 6.1       | Access to Material .....  | 5        |
| 6.2       | Ownership and delivery of Material .....                          | 5        |
| 6.3       | Matters respecting intellectual property .....                    | 5        |
| 6.4       | Rights in relation to Incorporated Material .....                 | 6        |
| 6.5       | Right of Province to negotiate license of Produced Material ..... | 6        |
| <b>7.</b> | <b>Records and Report .....</b>                                   | <b>6</b> |
| 7.1       | Work reporting .....  | 6        |
| 7.2       | Time and expense records .....                                    | 6        |
| <b>8.</b> | <b>Audit .....</b>  | <b>6</b> |

|   |    |
|---|----|
| <b>9. Indemnity and Insurance</b>                         | 6  |
| 9.1 Indemnity   | 7  |
| 9.2 Monetary limitations of indemnity                     | 7  |
| 9.3 Exceptions to monetary limitations                    | 7  |
| 9.4 Province to notify Contractor of Loss                 | 7  |
| 9.5 Third-party intellectual property infringement claims | 7  |
| 9.6 Insurance   | 7  |
| 9.7 Workers compensation                                  | 7  |
| 9.8 Personal optional protection                          | 7  |
| 9.9 Evidence of coverage                                  | 8  |
| <b>10. Force Majeure</b>                                  | 8  |
| 10.1 Definitions relating to force majeure                | 8  |
| 10.2 Consequence of Event of Force Majeure                | 8  |
| 10.3 Duties of Affected Party                             | 8  |
| <b>11. Default and Termination</b>                        | 8  |
| 11.1 Definitions relating to default and termination      | 9  |
| 11.2 Province's options on default                        | 9  |
| 11.3 Delay not a waiver                                   | 9  |
| 11.4 Province's right to terminate other than for default | 9  |
| 11.5 Payment consequences of termination                  | 9  |
| 11.6 Discharge of liability                               | 9  |
| 11.7 Notice in relation to Events of Default              | 9  |
| <b>12. Dispute Resolution</b>                             | 10 |
| 12.1 Dispute resolution process                           | 10 |
| 12.2 Location of arbitration or mediation                 | 10 |
| 12.3 Costs of arbitration or mediation                    | 10 |
| <b>13. Miscellaneous</b>                                  | 10 |
| 13.1 Delivery of notices                                  | 10 |
| 13.2 Change of address or fax number                      | 10 |
| 13.3 Assignment   | 11 |
| 13.4 Subcontracting                                       | 11 |
| 13.5 Waiver   | 11 |
| 13.6 Modifications  | 11 |
| 13.7 Entire agreement                                     | 11 |
| 13.8 Survival of certain provisions                       | 11 |
| 13.9 Schedules  | 11 |
| 13.10 Independent contractor                              | 11 |
| 13.11 Personnel not to be employees of Province           | 12 |
| 13.12 Key Personnel                                       | 12 |
| 13.13 Pertinent Information                               | 12 |
| 13.14 Conflict of interest                                | 12 |
| 13.15 Time  | 12 |
| 13.16 Conflicts among provisions                          | 12 |
| 13.17 Agreement not permit nor fetter                     | 12 |
| 13.18 Remainder not affected by invalidity                | 12 |
| 13.19 Further assurances                                  | 13 |
| 13.20 Additional terms                                    | 13 |
| 13.21 Tax Verification                                    | 13 |
| 13.22 Governing law                                       | 13 |

|  |           |
|--|-----------|
| <b>14. Interpretation .....</b>                      | <b>13</b> |
| <b>15. Execution and Delivery of Agreement .....</b> | <b>13</b> |

**SCHEDULE A – SERVICES**

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

**SCHEDULE B – FEES AND EXPENSES**

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

**SCHEDULE C – APPROVED SUBCONTRACTOR(S)**

**SCHEDULE D – INSURANCE**

**SCHEDULE E – PRIVACY PROTECTION SCHEDULE**

**SCHEDULE F – ADDITIONAL TERMS – PCI COMPLIANCE**

**SCHEDULE G – SECURITY SCHEDULE**

**SCHEDULE H – TAX VERIFICATION**

THIS AGREEMENT is dated for reference the 31<sup>st</sup> day of March, 2022 ("Effective Date")

BETWEEN:

CAMIS INC. (the "Contractor") with the following specified address and fax number:  
130 Research Lane  
Guelph, ON  
N1G 5G3

AND:

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

525 Superior Street, 4<sup>th</sup> Floor  
Victoria, BC  
V8V 0C5

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

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

## **1 DEFINITIONS**

### General

1.1 In this Agreement, unless the context otherwise requires:

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

### Meaning of "record"

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

## **2 SERVICES**

### Provision of services

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

### Term

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

### Supply of various items

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

### Standard of care

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

### Standards in relation to persons performing Services

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

### Instructions by Province

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

### Confirmation of non-written instructions

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

### Effectiveness of non-written instructions

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

### Applicable laws and policies

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws, and any policies communicated by the Province regarding access to and/or attendance at facilities owned, controlled or occupied by the Province. For greater certainty and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Agreement.

## **3 PAYMENT**

#### Fees and expenses

- 3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:
- (a) the fees described in that Schedule;
  - (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
  - (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b) .

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

#### Statements of accounts

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

#### Withholding of amounts

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

#### Appropriation

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

#### Currency

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

#### Non-resident income tax

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

#### Prohibition against committing money

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

#### Refunds of taxes

- 3.8 The Contractor must:
1. apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province

has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and

2. immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

#### **4 REPRESENTATIONS AND WARRANTIES**

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

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

#### **5 PRIVACY, SECURITY AND CONFIDENTIALITY**

##### **Privacy**

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

##### **Security**

5.2 The Contractor must:

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

##### **Confidentiality**

5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:

- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;



- (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
- (c) if it is information in any Incorporated Material.

#### Public announcements

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

#### Restrictions on promotion

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

## **6 MATERIAL AND INTELLECTUAL PROPERTY**

#### Access to Material

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

#### Ownership and delivery of Material

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

#### Matters respecting intellectual property

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

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

#### Rights in relation to Incorporated Material

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

Right of Province to negotiate license of Produced Material

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

## **7 RECORDS AND REPORTS**

Work reporting

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

Time and expense records

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

## **8 AUDIT**

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

## **9 INDEMNITY AND INSURANCE**

Indemnity

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

Monetary limitations of indemnity

- 9.2 The indemnification by the Contractor pursuant to section 9.1 is limited to:
- (a) \$2,000,000 per Loss; and
  - (b) \$4,000,000 in the aggregate for all Losses.

Exceptions to monetary limitations

- 9.3 The limitations set out in section 9.2 do not apply to a Loss resulting from or relating to any of the following:
- (a) bodily injury or damage to real property or tangible personal property;
  - (b) third-party intellectual property rights; or

- (c) a breach of section 5.1, 5.2, 5.3 or 6.1 of this Agreement.

#### Province to notify Contractor of Loss

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

#### Third-party intellectual property infringement claims

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

#### Insurance

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

#### Workers compensation

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

#### Personal optional protection

- 9.8 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
  - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

#### Evidence of coverage

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

## **10 FORCE MAJEURE**

#### Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:
- (a) "Event of Force Majeure" means one of the following events:
    - (i) a natural disaster, fire, flood, storm, epidemic or power failure,

- (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
  - a strike (including illegal work stoppage or slowdown) or lockout, or
  - a freight embargo
 if the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

#### Consequence of Event of Force Majeure

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

#### Duties of Affected Party

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

## 11 DEFAULT AND TERMINATION

#### Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:

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

#### Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:

1. by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
2. pursue any remedy or take any other action available to it at law or in equity; or
3. by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

#### Delay not a waiver

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

#### Province's right to terminate other than for default

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

#### Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
  - the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

#### Discharge of liability

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

#### Notice in relation to Events of Default

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

## **12 DISPUTE RESOLUTION**

#### Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
  - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation; and

- (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally determined by arbitration under the *Arbitration Act* and:
  - (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;
  - (ii) there will be a single arbitrator; and
  - (iii) British Columbia law is the applicable law.

#### Location of arbitration or mediation

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

#### Costs of arbitration or mediation

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

### **13 MISCELLANEOUS**

#### Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
  - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
  - (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

#### Change of address or fax number

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

#### Assignment

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

#### Subcontracting

- 13.4. The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C.

No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:

1. any person retained by the Contractor to perform obligations under this Agreement; and
2. any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

#### Waiver

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

#### Modifications

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

#### Entire agreement

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

#### Survival of certain provisions

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

#### Schedules

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

#### Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:

- (a) an employee or partner of the Province; or
- (b) an agent of the Province except as may be expressly provided for in this Agreement.

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

#### Personnel not to be employees of Province

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

#### Key Personnel

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

#### Pertinent information

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

#### Conflict of interest

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

#### Time

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

#### Conflicts among provisions

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

#### Agreement not permit nor fetter

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

#### Remainder not affected by invalidity

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

#### Further assurances

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

#### Additional terms

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



## Tax Verification

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

## Governing law

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

## **14 INTERPRETATION**

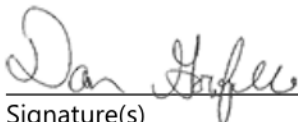
14.1 In this Agreement:

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

## 15 EXECUTION AND DELIVERY OF AGREEMENT

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

The parties have executed this Agreement as follows:

|  |   |
|--|---|
| <p>SIGNED on the 31<sup>st</sup> day of<br/>March, 2022 by the Contractor<br/>(or, if not an individual, on its behalf by its<br/>authorized signatory or signatories):</p> <p><br/>_____<br/>Signature(s)</p> <p><u>Dan Garofalo</u><br/>_____<br/>Print Name(s)</p> <p><u>VP of Business Development</u><br/>_____<br/>Print Title(s)</p> | <p>SIGNED on the 31<sup>st</sup> day of<br/>March, 2022<br/>on behalf of the Province by its duly<br/>authorized representative:</p> <p><br/>_____<br/>Signature</p> <p><u>Jim Standen</u><br/>_____<br/>Print Name</p> <p><u>Assistant Deputy Minister, BC Parks &amp;<br/>Conservation Officer Service</u><br/>_____<br/>Print Title</p> |
|  |   |

## SCHEDULE A

### Services

#### PART 1. TERM:

1. Subject to section 2 of this Part 1, the Term of this Agreement commences on March 31, 2022 and ends on November 30, 2022.
2. The Province may renew this Agreement on the same terms and conditions up to four (4) times for additional one (1) year terms, as follows:
  1. Term 2: December 1, 2022 – November 30, 2023;
  2. Term 3: December 1, 2023 – November 30, 2024;
  3. Term 4: December 1, 2024 – November 30, 2025;
  4. Term 5: December 1, 2026 – November 30, 2027;

by providing the Contractor with written notice 30 days prior to the end of the preceding Term.

#### PART 2. SERVICES:

The Contractor will perform, on the terms and conditions set out in this Agreement, the following services (collectively, the “**Services**”):

**Implementation Services:** All services required to set-up, configure and deploy on or before March 31, 2022, to the satisfaction of the Province, a fully-functional instance of the Contractor’s “Camis 5” online reservation solution and Call Center, to be described collectively as the **BC Parks Camping Reservation Service (“CRS”)**.

**Camping Reservation Software Services:** Provision to the Province by the Contractor, without limitation, of all features of the latest version of Camis’ camping reservations software solution, to the Service Levels set out in Appendix A.1, in order to operate the internet transactions component of the CRS.

**Call Centre Services:** Helpdesk and Call Centre Services, to the Service Levels set out in Appendix A.1, in order to operation the call centre transaction component of the CRS.

**Transition Out Services:** Upon the end or any termination of this Agreement, the services set out in Schedule A.2.

#### PART 3. RELATED DOCUMENTATION:

1. The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.

Not applicable.

#### PART 4 KEY PERSONNEL:

Not applicable.

## SCHEDULE A.1

### Service Levels

#### 1. General

The table below sets out Service Levels for the Services and, for each Service Level, the following: (a) the Service to which the Service Level will apply and with respect to which performance will be measured against the Service Level; (b) the performance standard for the Measured Service that Contractor must meet or exceed to achieve the Service Level in accordance with this Schedule; (c) the Service Level Credit or other specific additional (non-exclusive) remedy of the Province that will apply if a Service Level Failure occurs with respect to the Service Level.

| Service Level # | Service Level Name                                   | Performance Standard   | Specific Remedy  |
|-----------------|--|--|--|
| 1.              | Notification of Downtime                             | Subject only to a Force Majeure Event, notify the Province's contact person(s) within one hour of the non-scheduled service outage, material degradation or substantial impairment (" <b>Downtime</b> ") of the CRS (in whole or in part, including the CRS Website) or the Call Centre. | Service Level Credit of \$500 for each failure to notify the Province of Downtime within the prescribed time period.   |
| 2.              | Busy-outs (busy phone line) for Call Centre Services | Call Blockage in excess of 5 of total unique calling numbers per week.   | One dollar (\$1.00) per unique calling number in excess of five percent (5%) of total unique calling numbers.<br><br>Any Call Blockage in excess of twenty percent (20%), on a monthly basis, is grounds for contract termination. |
| 3.              | Hold time in queue for Call Centre Services          | Call Centre: 80/30 Rule - 80% of calls to Call Centre answered within 30 seconds or less per week.<br><br>Help Desk: 80% of calls answered within 60 seconds or less per month<br><br><b>Calls categorized as General info excluded from calculation</b>                                 | Call Centre: Service Level Credit of \$1000 for each week this target is not achieved.<br><br>Help Desk: Service Level Credit of \$1000 for each month this target is not achieved for Help Desk Services.                         |

| Service Level # | Service Level Name  | Performance Standard   | Specific Remedy   |
|-----------------|---|--|---|
| 4.              | Call Reservation Quality                                      | With respect to calls to the Call Centre (for both Consumer Call Centre Services and Help Desk Services), documented and verified agent errors of omission, misinformation, inappropriate reservations, and data entry no more than 2 per 1,000 reservations each calendar month. Verification will be through investigation of Consumer and Back-End User complaints and/or specific discovery during periodic monitoring efforts undertaken by the Province. | Mutually agreed upon corrective plan to be implemented when standard not met. Dispute Resolution Process to be engaged if a corrective plan cannot be agreed upon within 10 days of the failure to meet performance standard being first reported by Contractor to the Province. 100% of Transaction Fees collected for inappropriate reservations must be promptly remitted by Contractor to the Province. |
| 5.              | Call Centre After Hours Message                               | An afterhours message will always be available and will be provided to every call received by the Call Centre (for both Consumer Call Centre Services and Help Desk Services) outside of Operating Hours   | Mutually agreed upon corrective plan to be implemented when standard not met. Dispute Resolution Process to be engaged if a corrective plan cannot be agreed upon within 10 days of the failure to meet performance standard being first reported by Contractor to the Province.  |
| 6.              | Call Centre and CRS Downtime                                  | Subject only to a Force Majeure Event or prior agreement by the Province for regularly scheduled maintenance, no more than a total of 4 Operating Hours per calendar month of Downtime of CRS (in whole or in part, including the CRS Website) or the Call Centre.<br><br>Where both the CRS and Call Centre are experiencing Downtime at the same time as a result of a related-incident, Downtime will accrue collectively for both the CRS and Call Centre. | Service Level Credit of \$500 for every Operating Hour of aggregate Downtime of the CRS, the Call Centre or both in a calendar month that is in excess of 4 hours.  |
| 7.              | Mystery calls by the Province to monitor Call Centre response | For both Consumer Call Centre Services and Help Desk Services, at least 95% satisfactory rating average per calendar month based on mystery calls by the Province and mutually agreed rating criteria.   | Mutually agreed upon corrective plan to be implemented when standard not met. Dispute Resolution Process to be engaged if a corrective plan cannot be agreed upon within 10 days of the failure to meet performance standard being first reported by Contractor to the Province.  |

## 2. Monitoring, Measurement and Reporting

2.1 Monitoring and Tools. Contractor will proactively and continuously monitor the Services in order to identify, report and correct Incidents and to ensure that Contractor is meeting or exceeding the Service Levels as required under this Agreement. Contractor will use appropriate monitoring, measurement and incident and problem-tracking tools, systems and procedures to perform such monitoring, to measure its performance of the Services and to capture, record and measure the data needed to report on its actual performance against the Service Level standards.

2.2 Measurement and Reporting. Each Service Level set out in Section 1 will be measured and calculated as specified in Section 1. On a monthly basis, Contractor will provide a detailed and complete report to the Province, by no later than the 10th Business Day of each month, that demonstrates Contractor's performance in respect of each of the Service Levels in the previous month and that is sufficient to enable the Province to: (a) compare Contractor's actual performance against that specified in each of the Service Levels; and (b) confirm the calculation and reconciliation of Service Level Credits. Upon the Province's request, Contractor will provide the Province with any information (including raw data upon which the reports are based), and access to the monitoring, measurement and incident and problem-tracking tools, systems and procedures, as necessary to verify compliance by Contractor with the Service Levels.

### 3. **Service Level Failures**

3.1 Investigation and Remediation. In the event Contractor fails to deliver a Service measured by a Service Level at a level that meets or exceeds a Service Level that applies to such Service (a "**Service Level Failure**"), Contractor will: (a) investigate, assemble and preserve pertinent information with respect to, and report on the causes of, the problem; (b) advise the Province of the status of remedial efforts being undertaken with respect to such problem; (c) notify the Province of the steps which Contractor believes should be taken to correct the problem (which will be done through a corrective action plan if a corrective action plan is required under Section 1); (d) promptly correct the problem and begin meeting the Service Levels; and (e) take appropriate preventative measures so that the problem does not recur.

3.2 Service Level Credits. In the event of a Service Level Failure (for reasons other than circumstances that constitute a Force Majeure Event under this Agreement) with respect to a Service Level that has a Service Level Credit remedy specified in the table in Section 1, in addition to any other remedies available to the Province under this Agreement, at law or in equity, Contractor will refund or credit, as applicable, to the Province a Service Level Credit in the amount specified for such Service Level in the table in Section 1 in order to compensate the Province in part for the reduced value of the Services actually provided by Contractor (as non-exclusive liquidated damages and not as a penalty). Service Level Credits will be aggregated for all missed Service Levels in the applicable Measurement Period. This Section 3 will not limit the Province's rights with respect to the events upon which the Province may rely as a basis for the Province's termination of this Agreement for cause.

3.3 Service Level Termination Events. The Province, at its discretion, may terminate this Agreement with cause and without providing Contractor an opportunity to cure, by providing written notice to Contractor if Contractor fails to meet any Service Level four or more times in any rolling six month period, including where the four failures are for more than one particular Service Level.

### 4. **Periodic Reviews**

Twelve months following the Effective Date, and at least annually thereafter, the Contractor Manager and Province Manager – these roles as determined by each of the Parties – will review the Service Levels and will make any mutually agreed-upon adjustments to them, as appropriate, to reflect improved performance capabilities associated with advances in the technology, processes and methods which are available to perform the Services.



## **SCHEDULE A.2**

### **Transition Out Services**

1. Contractor will provide:
  - a. During the 180 days prior to and following the expiration or termination of this Agreement (the **"Transition Out Period"**), reasonable cooperation and all necessary assistance to the Province for as long as required by the Province to facilitate the transfer of the Services to the Province or a new service provider designated by the Province (through the replacement of Contractor as the provider of the Services) in a timely, diligent, orderly, effective and efficient manner without delay and the Parties acknowledge that the Transition Out Period will be at least as long as is required to permit the Province to effect such transition as soon as is reasonably practicable in the circumstances; and
  - b. Upon request by the Province, any other transition assistance services set out in a Service Schedule.
2. The quality and level of performance of the regular Services during the Transition Out Period will not be degraded. Without limiting the generality of the foregoing, during the Transition Out Period, (a) Contractor will perform the regular Services with at least the same degree of accuracy, quality, completeness, timeliness, responsiveness and cost-effectiveness as it provided and was required to provide the same or similar Services during the Term and (b) Contractor will continue to provide the regular Services (and any replacements thereof or substitutions therefor), unless the Province explicitly requests the discontinuation (or a partial, phased elimination) of such Services during the Transition Out Period.
3. Contractor will provide Transition Out Services to the Province or its designee regardless of the reason for the expiration or termination of this Agreement, the partial termination of this Agreement or the Services, or the repatriation of Services (but not during any suspension of Services by Contractor expressly provided for in this Agreement unless the suspension is ended as provided for in this Agreement) and all Transition Out Services will be provided to the Province at no additional charge.
4. As part of the Transition Out Services, Contractor will, unless otherwise requested by the Province:
  - a. in a timely manner transfer the control and responsibility for all Services previously performed by or for Contractor to the Province or its designees;
  - b. provide all reasonable assistance requested by the Province to allow the orderly transfer of the Services to the Province or its designees;
  - c. perform consulting services as reasonably requested to assist in implementing the transition plan;
  - d. assist in the execution of a parallel operation, data migration and testing process until the transition to the Province or the Province's designee has been successfully completed;
  - e. transfer the Province Data to the Province or the new service provider, in a format to be determined and specified by the Province;
  - f. co-operate and assist the Province and its agents and designees as reasonably required; and
  - g. provide other technical assistance as reasonably requested by the Province.



## SCHEDULE B

### Fees and Expenses

#### **1. MAXIMUM AMOUNT PAYABLE:**

**Maximum Amount:** The maximum amount payable by the Province will be the maximum amount that the Province is obliged to pay the Contractor for the Fees earned as calculated in accordance with this Schedule and the volume of transactions processed during the term of the Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

#### **2. FEES:**

##### **Implementation Services – Flat Rate**

**Fees:** One-time fee for configuring and deploying the BC Parks Camping Reservation Service by March 31, 2022: **\$200,000.00**.

##### **Transaction Services – Rate per Unit**

**Fees:** All other fees will be paid by the Province to the Contractor according to the table below. Other than the fee payable for Implementation Services, these will be the only fees payable by the Province to the Contractor for the entire term of the Agreement. The rate of such fees, as set out in the table below, will apply for all terms of the Agreement.

| Line Item | Description                                      | Aggregate Annual Volume | Unit Fee |
|-----------|--|-------------------------|----------|
| 1         | Internet Transaction (make, change or cancel)    | 0-300,000               | s.21     |
| 1a        | Internet Transaction (make, change or cancel)    | 300,001+                |          |
| 2         | Call Centre Transaction (make, change or cancel) | 0-300,000               |          |
| 2a        | Call Centre Transaction (make, change or cancel) | 300,001+                |          |

#### **3. EXPENSES:**

##### **Expenses**

None.

#### **4. STATEMENTS OF ACCOUNT:**

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

- a. the Contractor's legal name and address;
- b. the date of the statement, and the Billing Period to which the statement pertains;
- c. the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all transactions provided during the Billing Period for which the Contractor claims fees and a description of the applicable fee rates;
- d. the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- e. a description of this Agreement;
- f. a statement number for identification; and
- g. any other billing information reasonably requested by the Province.

## **5. PAYMENTS DUE:**

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

## **SCHEDULE C**

### **Approved Subcontractor(s)**

Not applicable.

## **SCHEDULE D**

### **Insurance**

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

## SCHEDULE E

### Privacy Protection Schedule for Cloud Services

#### Definitions

In this Schedule,

- (a) **"Act"** means the *Freedom of Information and Protection of Privacy Act* including any regulation made under it;
- (b) **"Agreement"** means the agreement between the Province and the Contractor to which this Schedule is attached;
- (c) **"Business Day"** means a day, other than a Saturday or Sunday, on which the provincial government offices are open for regular business in British Columbia;
- (d) **"contact information"** means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
- (e) **"Contractor"** means the person retained to perform the services under the Agreement;
- (f) **"personal information"** means recorded information about an identifiable individual, other than contact information, collected, created or accessible by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement;
- (g) **"privacy course"** means the Province's online privacy and information sharing training course or another course approved by the Province;
- (h) **"public body"** means "public body" as defined in the Act;
- (i) **"service provider"** means a person retained under a contract to perform services for a public body;
- (j) **"Third Party Hosting Provider"** means a third party that provides a platform or hosting service through which the Contractor delivers the services under the Agreement and to whom personal information is not accessible and as such, for the purposes of this Schedule, is not considered a subcontractor;
- (k) **"third party request for disclosure"** means a subpoena, warrant, order, demand or request from an authority inside or outside of Canada for the unauthorized disclosure of personal information to which the Act applies; and
- (l) **"unauthorized disclosure of personal information"** means disclosure of, production of or the provision of access to personal information to which the Act applies, if that disclosure, production or access is not authorized by the Act.

#### Purpose

The purpose of this Schedule is to:

- enable the Province to comply with the Province's statutory obligations under the Act with respect to personal information; and
- ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

### **Acknowledgements**

The Contractor acknowledges and agrees that:

it is a service provider and, as such, the requirements and restrictions established by Part 3 of the Act apply to the Contractor in respect of personal information;

unless the Agreement otherwise specifies, all personal information in the custody of the Contractor or a Third Party Hosting Provider is and remains under the control of the Province; and

unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect, use, disclose or store personal information that relates directly to and is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

### **Collection of Personal Information**

Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that relates directly to and is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

The Contractor must collect personal information directly from the individual the information is about unless:

- (a) the Province provides personal information to the Contractor;
- (b) the Agreement otherwise specifies; or
- (c) the Province otherwise directs in writing.

Where the Contractor collects personal information directly from the individual the information is about, the Contractor must tell that individual:

the purpose for collecting it;

the legal authority for collecting it; and

the contact information of the individual designated by the Province to answer questions about the Contractor's collection of personal information.

### **Privacy Training**

The Contractor must ensure that each individual who will provide services under the Agreement that involve the access, collection or creation of personal information will complete, at the Contractor's expense, the privacy course prior to that individual providing those services.

The requirement in section 7 will only apply to individuals who have not previously completed the privacy course.

## **Accuracy of Personal Information**

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

## **Requests for Access to Personal Information**

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

## **Correction of Personal Information**

Where personal information is collected by the Contractor directly from the individual the information is about, the Contractor will comply with sections 12 to 15, inclusive, of this Schedule, as applicable.

Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.

When issuing a written direction under section 12, the Province must advise the Contractor of the date the correction request was received by the Province in order that the Contractor may comply with section 14.

Within 5 Business Days of correcting or annotating any personal information under section 12, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was received by the Province, the Contractor disclosed the information being corrected or annotated.

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

## **Protection of Personal Information**

Without limiting any other provision of the Agreement, the Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including without limitation by ensuring that the integrity of the personal information is preserved. Without limiting the general nature of the foregoing sentence, the Contractor will ensure that all personal information is securely segregated from any information under the control of the Contractor or third parties to prevent unintended mixing of personal information with other information or access to personal information by unauthorized persons and to enable personal information to be identified and separated from the information of the Contractor or third parties.

## **Storage of and Access to Personal Information**

The Contractor must comply with the requirements under the Act concerning storage of personal information

outside of Canada, including, if required by the Province, by supporting the Province with completion of such assessments as may be required by law.

The Contractor will not change the location where it stores personal information without receiving prior authorization from the Province in writing.

The Contractor will not authorize or assist a Third Party Hosting Provider to access any personal information without the prior written approval of the Province.

Without limiting any other provision of the Agreement, the Contractor will implement and maintain an access log documenting all access to personal information, including a list of all persons that access any personal information. The Contractor will provide a copy of the access log to the Province upon request.

### **Retention of Personal Information**

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

### **Use of Personal Information**

Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement. For clarity, unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not anonymize, aggregate or otherwise alter or modify personal information, including by converting personal information into non-personal information, or analyze personal information (whether by manual or automated means) for any purpose, including for the purpose of developing insights, conclusions or other information from personal information.

### **Metadata**

Where the Contractor has or generates metadata as a result of services provided to the Province, where that metadata is personal information, the Contractor will:

- not use it or disclose it to any other party except where the Agreement otherwise specifies; and
- remove or destroy individual identifiers, if practicable.

### **Disclosure of Personal Information**

Unless the Province otherwise directs in writing, the Contractor may only disclose personal information to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

If in relation to personal information, the Contractor:

7. receives a third-party request for disclosure;
8. receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a third-party request for disclosure; or



9. has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a third-party request for disclosure,

subject to section 26, the Contractor must immediately notify the Province.

If the Contractor receives a third-party request described in section 25(a) or (b), but is unable to notify the Province as required by section 25, the Contractor must instead:

use its best efforts to direct the party making the third-party request to the Province;

provide the Province with reasonable assistance to contest the third-party request; and

take reasonable steps to challenge the third-party request, including by presenting evidence with respect to:

the control of personal information by the Province as a public body under the Act;

the application of the Act to the Contractor as a service provider to the Province;

the conflict between the Act and the third-party request; and

the potential for the Contractor to be liable for an offence under the Act as a result of complying with the third-party request.

### **Notice of Unauthorized Disclosure**

In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information, the Contractor must immediately notify the Province.

### **Compliance with the Act and Directions**

The Contractor must in relation to personal information comply with:

the requirements of the Act applicable to the Contractor as a service provider, including any regulation made under the Act and the terms of this Schedule; and

any direction given by the Province under this Schedule.

The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

The Contractor will provide the Province with such information as may be reasonably requested by the Province to assist the Province in confirming the Contractor's compliance with this Schedule.

### **Notice of Non-Compliance**

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

### **Termination of Agreement**

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

### **Interpretation**

In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.

Any reference to "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with the requirements of the Act applicable to them.

The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act, including any regulation made under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.

The Contractor must comply with the provisions of this Schedule despite any conflicting provision of the Agreement or the law of any jurisdiction outside Canada.

## **SCHEDULE F**

### **PCI Compliance**

The Contractor will maintain Payment Card Industry ("PCI") compliance on an annual basis, in accordance with the published PCI Data Security Standard ("DSS"), at the Contractor's own cost during the Term of this Agreement. On an annual basis the Contractor will provide the Province with an Attestation of Compliance ("AOC") report signed by an officer of the Contractor and the Qualified Security Assessor (QSA) that performed and attested to the PCI DSS assessment as a positive verification of their current compliance with the PCI DSS standard.

The Contractor acknowledges that it will maintain all applicable PCI DSS requirements and is responsible for the security of cardholder data to the extent that it handles, has access to, or otherwise stores, processes or transmits cardholder data or sensitive authentication data.

Note that the Contractor is responsible for all PCI DSS requirements and there are no requirements that the Province will be responsible for as related to this service.

## SCHEDULE G

### Cloud Security Schedule

If a provision of the main body of the Agreement conflicts with a provision of this Schedule, then unless expressly stated otherwise within the Agreement, the provision of this Schedule will prevail to the extent of such conflict.

#### 1 Definitions

In this Schedule,

**“Cloud Services”** means services made available to users on demand via the Internet that are characterised by resource pooling, rapid elasticity and measured services with broad network access. Cloud Services include Software as a Service, Platform as a Service and Infrastructure as a Service, as such terms are understood pursuant to definitions provided by the National Institute of Standards and Technology (NIST).

**“Industry Best Practice”** means best practices commonly recognized in the IT industry from time to time and applicable to the protection and security of sensitive information of a nature similar to Protected Information against unauthorised access, disclosure or use, or any unauthorized attempts to access, disclose or use such information.

**“Protected Information”** means any and all of:

- “personal information” as defined in the *Freedom of Information and Protection of Privacy Act*, British Columbia;
- information and records of information the Contractor is required to treat as confidential under the Agreement; and
- records, the integrity or availability of which are to be preserved by the Contractor under this Agreement, which in the case of records not falling within (i) or (ii), are marked by the Province as “Protected Information” or the Province otherwise instructs the Contractor that the record is “Protected Information” under the Agreement.

**“Province Information”** means information of the Province, including without limitation any Protected Information, that is disclosed to the Contractor, accessed by the Contractor or collected by the Contractor in relation to the Services and includes any information derived therefrom.

**“Services”** means the services provided by the Contractor to the Province under the Agreement and includes, if applicable, any Cloud Services.

**“Systems”** means any systems, subsystems, equipment, devices, infrastructure, networks, hardware and software used in connection with the Services, including for managing, operating or providing the Services.

#### 2 Applicability

For greater clarity, unless otherwise specified in the Agreement, the terms and conditions of this Schedule apply to the provision of all Services by the Contractor, its subcontractors and their respective personnel. Any reference to Contractor herein will include all subcontractors, Contractor personnel and subcontractor personnel, as applicable.

#### 3 Industry Best Practice

The Contractor must have in place and maintain security controls to protect Protected Information that conform to commonly accepted industry norms that a prudent operator providing similar services would have implemented. Without limitation, the Contractor will perform its obligations under this Schedule in a manner that best conforms to Industry Best Practice.

#### **4 Compliance and Certifications**

Compliance and certification requirements will depend on the type of service provided by the Contractor.

For Cloud Services, the Contractor must at all times satisfy at least one of the following security standards:

- compliance requirements identified for a Cloud Service Provider, in the Government of Canada Security Control Profile for Cloud-Based GC IT Services for Protected B, Medium Integrity and Medium Availability (PBMM); or
- compliance requirements identified for a Cloud Service Provider, in the US Federal Risk and Authorization Management Program (FedRAMP) for moderate impact information systems; or
- certification with ISO/IEC 27001 based on requirements for a Cloud Service Provider controls in ISO/IEC 27017:2015; or
- certification with Cloud Security Alliance (CSA) – Level 2 CSA STAR;

For all other Services that are not cloud services, the Contractor must satisfy:

- certification with ISO/IEC 27001 based on requirements for Information Technology controls in ISO/IEC 27002:2013; or
- applicable Province IM/IT standards accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures/im-it-standards>

#### **5 Attestation of Compliance and Certification of Services**

To verify compliance with, as applicable, section 4(a) (with respect to Cloud Services) or 4(b) (with respect to non-Cloud Services), the Contractor must provide the Province with satisfactory evidence, by way of independent third-party attestation from a reputable information systems auditor, that any Services provided by the Contractor or used by the Contractor in connection with the Services satisfy and comply with at least one of the security standards set forth in, as applicable, section 4(a) (with respect to Cloud Services) or 4(b) (with respect to non-Cloud Services).

#### **6 Access Control**

With respect to the access, by any Contractor personnel, to any part of the Contractor's Systems that may contain Province Information, the Contractor must:

- implement access control policies and procedures that address onboarding, off-boarding, transition between roles, regular access reviews, limitations and usage control of administrator privileges, and inactivity timeouts;
- identify and segregate conflicting duties and areas of responsibility, such as separation of duties;
- maintain a current and accurate inventory of computer accounts;
- review the inventory of computer accounts on a regular basis to identify dormant, fictitious or unused accounts;
- enforce principles of "least privilege" and "need to know";
- review user access rights on a regular basis to identify excessive privileges;

enforce a limit of logon attempts and concurrent sessions.

## **7 Authentication**

Where the Contractor manages user authentication controls for Contractor personnel, the Contractor must:

enforce minimum password complexity, such as requiring passwords to be case sensitive, or requiring passwords to contain a minimum of eight characters and a combination of upper-case letters, lower-case letters, numbers, and/or special characters;

require regular change of passwords at predetermined intervals, and which limit reuse; and

require multi-factor authentication for privileged access.

## **8 Security Awareness**

The Contractor must ensure that all persons employed or retained to perform the Services receive security awareness training, annually and supervision at a level and in substance that is appropriate to that person's position and the Contractor's obligations under this Schedule.

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

## **9 Log Generation and Retention**

The Contractor must:

generate and retain logs that are sufficiently detailed to determine who did what and when for a period of 90 days online;

provide real time access to logs;

provide the technical capability to forward the logs to the Province; and

correlate, monitor, and alert on logs.

## **10 Investigations Support and Security Investigations**

The Contractor must:

retain investigation reports related to a security investigation for a period of 2 years after the investigation is completed or provide to the Province for retention;

provide reasonable investigative support to the Province;

maintain chain of custody for evidence;

support e-discovery; and

maintain legal holds to meet needs of investigations and judicial requests.

## **11 Network Time Protocol**

Systems used by the Contractor or any subcontractor in the provision of Services must synchronise time with a stratum-2 (or higher time) reliable source.

## **12 Vulnerability Scan/Penetration Testing**

The Contractor must conduct regular:

vulnerability scans;  
web application scans; and  
penetration tests.

### **13 Configuration and Patch Management**

The Contractor must:

have an information security policy based on recognized industry standards;  
apply system hardening methods in securing Contractor Systems;  
logically isolate and encrypt Province Information;  
ensure workstations and servers used in management and provisioning of the Services are patched and secured with anti-malware protection;  
remedy vulnerabilities in a timely manner according to criticality;  
patch all systems and software regularly according to industry best practices; and  
use secure coding practices when developing applications and application programming interfaces.

### **14 Business Continuity, Disaster Recovery, and Backup Plans**

The Contractor must:

have a business continuity plan and a disaster recovery plan;  
conduct backups of critical data; and  
review and test business continuity, disaster recovery, and backup plans and procedures regularly.

### **15 Incident Response and Management**

The Contractor must:

have an incident management plan and an incident response plan; and  
review and test both incident management and incident response plans annually.

### **16 Notifications of Breaches**

The Contractor must notify the Province within 24 hours of the Contractor's identification of a breach or incident that has affected, or may affect, Province Information.

### **17 Notifications of Changes**

The Contractor must notify the Province of any changes to the Contractor's security policies, procedures or agreements that may materially lower the security of Province Information.

### **18 Asset Management and Disposal**

The Contractor must

maintain an inventory of Province Information assets;  
use secure methods when disposing of Province Information Assets, and  
maintain records of Province Information asset disposals.

## **19 Physical Security**

The Contractor must:

develop, document, and disseminate a physical and environmental protection policy;  
regularly review and update its current physical and environmental protection policy and procedures; and  
review physical access logs at least once monthly.

## **20 Threat and Risk Assessments**

The Contractor must:

conduct threat and risk assessments on any part of the Contractor's Systems that is new, or has been materially changed since the last threat and risk assessment was conducted; and  
support the Province in completing Security Threat and Risk Assessments.

## **21 Security Screening**

The Contractor must:

screen all Contractor personnel prior to Contractor authorizing access to Province or Contractor Systems;  
conduct criminal record checks on all Contractor personnel who have access to any Province or Contractor Systems;  
make a reasonable determination of whether the individual constitutes an unreasonable security risk taking into consideration the duties of the individual, the type and sensitivity of information to which the individual may be exposed, and all applicable laws; and  
require all Contractor personnel to proactively disclose criminal offences to the Contractor unless prohibited by applicable law.

## **22 Supply Chain**

The Contractor must ensure that its suppliers and subcontractors involved in the provision of Services meet or exceed the standards set forth in this Schedule.

## **23 Encryption**

The Contractor must:

implement and maintain encryption of Province Information while at rest and in transit;  
offer the Province the technical capability of cryptographic key management to allow the Province to manage encryption keys in relation to Province Information at rest and in transit;  
not hold or have access to encryption keys if such encryption keys are managed by the Province to encrypt Province information at rest or in transit; and  
not provide encryption keys used to secure Province Information to a third party or the ability to break such encryption.



## **24 Isolation Controls and Logical Isolation of Data**

The Contractor must:

implement and maintain the logical isolation of Province Information, even in the case of equipment or technology failure;

implement, where supported by available technology, the logical isolation of audit records related to Province Information and activities, even in the case of equipment or technology failure; segregate tenancy traffic from management network traffic; and

not use Protected Information for test or development purposes without the written approval of the Province.

## **25 Technical Controls**

The Contractor must:

implement firewalls, web application firewalls, distributed denial of service, and intrusion prevention systems to control traffic flow to and from the Contractor's Systems; and

secure remote access to the Contractor's Systems by Contractor personnel and contractors.

## **26 Use of Province Systems**

Use of Province Systems by the Contractor or its personnel (including subcontractors) must be restricted to activities necessary for provision of the Services. The Province reserves the right to not make any particular Province facility, system, network or device available to the Contractor unless the Contractor or its individual personnel (as applicable) agree to any additional terms and conditions acceptable to the Province.

## **27 Security Contact**

If not set out elsewhere in the Agreement, the Contractor must provide the contact information for the individual who will coordinate compliance by the Contractor on matters relating to this Schedule.

Name: Mike Stockley  
Email: [mike.stockley@camis.com](mailto:mike.stockley@camis.com)  
Phone: 1-800-371-6006 x 2067

## **SCHEDULE G**

### **Appendix G1 – Additional Security Obligations**

Not applicable.

**SCHEDULE H**  
**Tax Verification Schedule**

Not applicable for reason of sole source direct award.