



Modification Agreement #1

THIS MODIFICATION AGREEMENT dated for reference December 28, 2022

BETWEEN:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Public Safety and Solicitor General and Deputy Premier

BC Corrections
Strategic Operations Division
PO Box 9278 STN PROV GOVT
Victoria, BC V8W 9J7

(the "Province")

AND:

Buddi Ltd.
Talbot House
17 Church Street
Rickmansworth, Hertfordshire WD3 1DE
United Kingdom

(the "Contractor")

BACKGROUND

- A. The parties entered into an agreement numbered SGCORR2215CAS65714 dated for reference April 1, 2022 (the "Agreement").
- B. The parties have agreed to modify the Agreement effective December 29, 2022

AGREEMENT

The parties agree as follows:

- (1) To delete section 2 Maximum Amount Payable of Schedule B – Fees and Expenses and replace with:

Despite any other provision of this Schedule, the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 20.2.1.b of this Agreement) is as follows in the table below, prorated for each partial Fiscal Year at the beginning of the Term and for the Transition Out Period. Any change to the maximum amount may only be by written amendment to this Agreement.

Fiscal Year 2022/2023	\$1,200,000
Fiscal Year 2023/2024	\$750,000
Fiscal Year 2024/2025	\$750,000



SGCORR2215CAS65714

CMSB-December 9, 2022



Modification Agreement #1

(2) In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the day of , 20 on behalf of the Province by its duly authorized representative Signature: <u></u> Print name: <u>Lisa Sweet</u>	SIGNED AND DELIVERED on the day of , 20 by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation) Signature(s): <u></u> Print name(s): <u>L. HARROLD.</u>
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SGCORR2215CAS65714

CMSB-December 9, 2022

**ELECTRONIC SUPERVISION OF
COMMUNITY CORRECTIONS CLIENTS
AGREEMENT**

Between

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
AS REPRESENTED BY
THE MINISTER OF PUBLIC SAFETY AND SOLICITOR GENERAL**

And

BUDDI LTD.

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ELECTRONIC SUPERVISION OF COMMUNITY CORRECTIONS CLIENTS AGREEMENT

EFFECTIVE DATE: APRIL 1, 2022

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by
the Minister of Public Safety and Solicitor General
(the "**Province**")

AND:

BUDDI LTD., a private limited company incorporated in England and Wales under company number
05308826 with a registered office at Talbot House, 17 Church Street, Rickmansworth, Hertfordshire
WD3 1DE, United Kingdom, and extraterritorial registration in British Columbia under number
A0096653 with business number 835255035BC0001
(the "**Contractor**")

RECITALS:

- A. The Province issued a Request for Proposals for Electronic Supervision of Community Corrections Clients on September 9, 2021, under Ministry of Public Safety and Solicitor General Request for Proposals No. **12685** as subsequently amended by Amendment Nos. 1 through 3 (as amended, the "RFP") as the second stage of a two-stage procurement process initiated by Request for Qualifications No. 12299;
- B. The Contractor submitted a proposal before the closing date of the RFP (the "Proposal") in response to the RFP and was selected as the successful proponent to enter into an agreement to provide the products and services described in this Agreement; and
- C. In consideration for the remuneration described in this Agreement, the Contractor has agreed to provide those products and services on the terms and conditions set out in this Agreement.

IT IS AGREED:

1 DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

- 1.1.1 In this Agreement, including the recitals, unless otherwise set out, capitalized terms have their meaning given in SCHEDULE A (Definitions).

1.2 EXPRESSIONS

- 1.2.1 In this Agreement, unless otherwise set out:

- a. "for example", "includes", "including", "such as" or other expression denoting inclusiveness is not limiting;
- b. "parties" or "party" refers to the parties or party of this Agreement as the context requires;
- c. "person" includes a government, corporation, partnership or party, and the personal or other legal representatives of a person to whom the context can apply according to law;
- d. "record" has the meaning given in the Interpretation Act (British Columbia);
- e. "third party" includes a Governmental Authority exercising a statutory duty or power; and
- f. "under this Agreement" includes in this Agreement.

1.3 CALCULATION OF TIME

1.3.1 In this Agreement, unless otherwise set out:

- a. a reference to time or "Pacific Time" is to Pacific Standard Time or Pacific Daylight Savings Time as in effect in Victoria, British Columbia at the applicable time;
- b. time is of the essence with regard to times, dates and periods set out under this Agreement or later substituted by agreement in writing; and
- c. in calculating a period expressed as days, weeks, months or years as "after", "from", "of" or "within" a specified date or event, the period begins the first day after the specified date or event and ends on the final day of the period.

1.4 INTERPRETATION

1.4.1 In this Agreement, unless otherwise set out:

- a. a reference to a section number is to the section in the same part (for example, the body, the Schedule or Appendix) of this Agreement and a reference to a clause is to a clause in the same section;
- b. use of the singular includes the plural and vice versa;
- c. use of the neuter includes any gender;
- d. headings are not part of the agreement;
- e. a reference to an enactment (including any federal statute) refers to it as may be amended or within a later enactment and in force at the applicable time, and includes any subordinate enactments or statutory instruments made under it;
- f. any discretion exercisable:
 - i. by a party is in that party's sole discretion and will be exercised by, or sought and delivered by way of, that party's Contract Manager; and
 - ii. by the Province is not to be construed as limiting the Province from imposing any conditions before or on giving any consent, approval or authorization.

1.5 NO FETTER

- 1.5.1 Nothing under this Agreement operates to fetter any statutory, prerogative, executive or legislative power or duty of the Province or its agencies.
- 1.5.2 Nothing under this Agreement operates as a permit, license, approval or other statutory authority the Contractor may require from the Province or any Province agency to lawfully provide any service or product.

1.6 REMAINDER NOT AFFECTED BY INVALIDITY

- 1.6.1 If any part of this Agreement or its application to any person or circumstance is illegal, invalid or unenforceable, the application of such part to any other persons or circumstances and the remaining parts will remain in effect provided the modified Agreement remains operable.

1.7 AGREEMENT DOCUMENTS AND PREVAILING ORDER

- 1.7.1 To the extent of any conflict between provisions, the order of precedence will be:
- a. the body of this Agreement;
 - b. the Schedules, which are attached to and form part of this Agreement, with the body of a Schedule prevailing over any Appendices to it;
 - c. any documents incorporated by reference in this Agreement, with Province published documents to be observed by the Contractor prevailing over other documents;
 - d. any Change Orders, from the most recent to the earliest; and then
 - e. any Orders and Service Requests or similar documents made in accordance with this Agreement.

Despite the foregoing, any more onerous provision in SCHEDULE O (Privacy Protection Schedule) prevails first, and in SCHEDULE P (Security Schedule) second, over all other provisions.

2 TERM

2.1 "TERM"

- 2.1.1 This Agreement begins as of the Effective Date and continues in effect for a period of **three** years from the Go Live Date, when it ends automatically by expiry, unless extended or terminated earlier in accordance with this Agreement (the "Term").

2.2 EXTENSION OPTION

- 2.2.1 The Province may, in its sole and absolute discretion, extend the initial term of this Agreement for a further period of up to **three** years, on the then current terms and conditions in this Agreement and at the applicable fees set out in SCHEDULE B (Fees and Expenses), by giving the Contractor **60** days written notice prior to the expiry of the then current Term.
- 2.2.2 The terms and conditions in SCHEDULE C (Tax Verification Schedule) apply to this Master Agreement.
- 2.2.3 Before deciding to give notice in section 2.2.1, the Province may request the Contractor to demonstrate to the satisfaction of the Province that any particular fees in SCHEDULE B (Fees and Expenses) applicable to the upcoming potential extension period remain competitive and in alignment with market pricing and, if not satisfied, reserves the right to attempt to negotiate those fees.
- 2.2.4 The Province gives no assurance whatsoever, expressed or implied, that this Agreement will be extended beyond the expiry of the initial Term. The Contractor acknowledges and affirms that it has arranged its business affairs on the assumption that this Agreement may end at the end of the initial Term.

3 ES SOLUTION

3.1 THE "ES SOLUTION"

3.1.1 Throughout the Term and as required by the Province during the Transition Out Period, the Contractor will, in accordance with the terms and conditions set out in this Agreement, make available to the Province a scalable electronic supervision solution (the "ES Solution") capable of enabling the Province through Users to electronically supervise all Clients under different time and geographic area restrictions at the time located anywhere in British Columbia where cellular or land-line telecommunications service coverage is available that includes, as more particularly described in this Agreement:

- a. User access to and use of a secure, web-based ES Software application delivered as-a-Service (as the ES SaaS) to enable Users to monitor, maintain and report on information relating to the locations of Clients wearing Activated ES Devices;
- b. hosting for the ES Solution, including data residency for Province Data (including backups), in Data Centres solely within Canada;
- c. provision and maintenance of ES Equipment, including:
 - i. ES Devices;
 - ii. compatible RF Unit for each ES Device and additional locations;
 - iii. ancillary equipment such as battery chargers, cables, and tools;
 - iv. batteries and other consumables necessary for the ES Equipment to work; and
 - v. spares, including extra ES Device straps if capable of being affixed by the Province;
- d. Implementation Services planning and Implementation Services, which include initial training;
- e. ongoing Services, including:
 - i. Included Training;
 - ii. Customer Support Service;
 - iii. Maintenance and System Support Services; and
 - iv. updated or revised geospatial data configuring and loading;
- f. Additional Services, as if and when requested, at time and expenses, consisting of:
 - i. Additional Training;
 - ii. Expert Witness Service, at time and expenses, as, if and when requested;
- g. Province Data return;
- h. Transition Out planning and Transition Out Services; and
- i. any other Services as described in this Agreement.

For greater certainty, the ES Solution excludes Optional Services.

3.1.2 Except as expressly stated otherwise in this Agreement, the fees for an Activated ES Device or Inactive ES Device include Standard Shipping and all other ES Equipment, User access and use of the ES SaaS and all of the Services as described as being included in the ES Solution.

3.2 SPECIFICATIONS AND CAPABILITIES

3.2.1 Commencing from the Go Live Date, the Contractor will ensure at all times that:

- a. the ES Equipment provided meets or exceeds the applicable Specifications, including for Activated ES Devices the Specifications for operation and communication, Alerts and messaging in SCHEDULE F (ES Equipment Specifications);
- b. the ES SaaS meets or exceeds the Specifications in SCHEDULE H (ES SaaS Specifications);
- c. the ES SaaS has the data capturing and reporting capabilities set out in SCHEDULE I (ES SaaS Reports); and
- d. the ES Solution:
 - i. delivers real-time tracking of Activated ES Devices, provides for automatic monitoring compliance measures and provides intelligence data to enable Users to manage Clients wearing the ES Devices as well as allowing the Province to activate and deactivate ES Devices and define Zones specific to individual Clients; and
 - ii. protects and secures all data and provides full audit capabilities that track the time, date, location, User, User access level/role and actions for all User activity.

3.3 FLUCTUATING DEMAND

3.3.1 The Contractor acknowledges and agrees that:

- a. any estimates or historic information provided before signing this Agreement with respect to timing, type, volume, value or spending on the ES Solution described in the RFP were provided for informational or guideline purposes only and may not be representative of the timing, types, volumes, values or spending under this Agreement;
- b. the need for ES Devices, and consequently for electronic supervision, is largely dependent on electronic supervision orders of the courts and the Province has made, and makes, no representation or guarantee as to the timing, types, volumes or values of the ES Devices and Services that may be required; and
- c. the Province may add or reduce the numbers of Activated ES Devices and Inactive ES Devices, including extra straps, at any time under this Agreement.

4 SUPPLIES AND WORK LOCATIONS

4.1 SUPPLY OF VARIOUS ITEMS

4.1.1 Unless otherwise set out in this Agreement, the Contractor must supply, at no additional charge to the Province, all labour, facilities, systems, equipment, tools, materials, supplies, permits, licenses and approvals of any kind necessary or advisable to perform the Contractor's obligations under this Agreement, including:

- a. batteries and other consumables necessary for the ES Equipment to function;
- b. the license under section 23.5 (Incorporated Material); and
- c. any necessary domestic or foreign registrations, certifications, inspections, permits and documents from any Governmental Authority, standard setting body or other third party, including any export and import documentation, and any travel documents or work permits any Personnel may require.

- 4.1.2 The Contractor will have no responsibility for supplying Users with personal computing devices with web browser or Internet service.

4.2 WORK LOCATIONS

- 4.2.1 If this Agreement requires specific Services to be provided from a particular work location, those Services may only be provided from that location, unless the Province otherwise directs or consents in writing and, if applicable in the circumstances, delivers a direction under SCHEDULE O (Privacy Protection Schedule).

4.3 CONDITIONS OF ACCESS TO PROVINCE PREMISES

- 4.3.1 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply, and ensure Personnel while on the premises owned, controlled or occupied by the Province or a Governmental Authority in British Columbia comply, with all applicable laws, and any health, safety and security procedures or other policies regarding access to or attendance at such premises made known to the Contractor in advance, including in SCHEDULE P (Security Schedule), or as the Province or Governmental Authority may reasonably instruct Personnel, including in an emergency or unannounced emergency drill.
- 4.3.2 The Province may, at any time, expel, deny or suspend the Contractor or any particular Subcontractor or Personnel access to the Province's premises. Except where such expulsion, denial or suspension is due to an investigation into the conduct of or due to the wrongful conduct of the Contractor, Subcontractor or a Personnel (including a breach of any security or insurance obligations under this Agreement or failure to comply with any reasonable instructions the Province may give), the Province may give the Contractor a reasonable extension of time to complete any of the Contractor's obligations affected by the expulsion, denial or suspension.

5 ES SOLUTION PROVISION, GENERALLY

5.1 PROVISION OF ES SOLUTION

- 5.1.1 The Contractor agrees to provide the ES Solution to the Province in accordance with this Agreement and, as applicable, the applicable Order or Service Request, as, if and when requested by the Province in accordance with this Agreement.

5.2 COMPLIANCE WITH LAWS

- 5.2.1 In performing the Contractor's obligations under this Agreement, the Contractor must:
- comply with all applicable laws; and
 - not provide to the Province any services or products under this Agreement that originate, directly or indirectly, from countries, entities or persons against whom sanctions are in effect under the federal laws of Canada, including in regulations and measures under the *Export and Import Permits Act*, *Special Economic Measures Act*, *United Nations Act*, and Part II.1 of the *Criminal Code* of Canada, or without ensuring any necessary permits and approvals are obtained first under those laws.

5.3 GENERAL PERFORMANCE REQUIREMENTS

- 5.3.1 In performing the Contractor's obligations under this Agreement, the Contractor must:

- a. except as otherwise set out, perform the Services to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, services similar to the Services;
- b. provide the ES SaaS, ES Equipment and Services to meet or exceed their applicable Specifications and applicable Service Level Minimums and in a way that would typically meet or exceed their applicable Service Level Targets;
- c. perform the Services and provide the ES Equipment so as to meet the applicable timelines, due dates, milestones and where no such timelines, due dates, milestones are specified, in a diligent and timely manner;
- d. comply with any reasonable instructions (in writing or otherwise) as to the performance of any Services given by the Province from time to time, but, except as otherwise set out in this Agreement or the agreed Implementation Plan or Transition Out Plan, the Contractor may determine the manner in which the instructions are carried out;
- e. 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;
- f. to the extent necessary to properly perform the Services, include tasks that are customarily part, or reasonably required for the proper performance, of the requested Services, whether or not requested;
- g. perform the Implementation Services applying industry best practices;
- h. provide ES Equipment that is fit for the purpose of electronic supervision with the ES SaaS and be free of defects in labour and materials; and
- i. except as otherwise set out, perform the Services so as to comply with any additional, applicable standards, commitments or assurances made in the Contractor's Proposal.

5.4 EVIDENCE OF COMPLIANCE WITH SPECIFICATIONS

- 5.4.1 Upon written request by the Province, the Contractor will provide the Province with reasonable evidence of compliance with any Specification specified in the notice, such as proof of certification by any Governmental Authority, standard setting body or other third party or results of a self-audit of a reasonable sample number of units.

5.5 RESERVED RIGHTS RE HOSTING

- 5.5.1 In addition to any other rights reserved by the Province in the RFP, the Province reserves the right to terminate directly to the network backbone of the Contractor or Hosting Provider if feasible and bypass the public Internet if the Province considers necessary at any time.

6 IMPLEMENTATION

6.1 IMPLEMENTATION PLAN

6.1.1 Upon execution of this Agreement, the Contractor will, at no charge to the Province, through its implementation team of experienced and capable Personnel led by the Contractor's Project Lead, work collaboratively with identified Province representatives (who will provide information relating to the Province's business requirements for the ES Solution) and prepare using Microsoft Project or other project management tool in a format acceptable to the Province and provide a detailed implementation (including configuration and test) plan for review and approval of the Province that includes:

- a. the implementation services set out in SCHEDULE D (Services), activities, milestones, timelines, risks, responsibilities, test plan including acceptance testing by the Province and any other matters in order for electronic supervision services to be transitioned from the Province's outgoing service provider and for the Contractor to complete the implementation, configuration and testing of the ES Solution and provide the ES Solution in accordance with this Agreement in a collaborative, orderly, effective and efficient manner; and
- b. a framework for a Transition Out Plan, intended to be later developed and transformed into a Transition Out Plan, which includes:
 - i. pre-transfer services, including:
 - (1) notifying Subcontractors and Personnel of procedures to be followed during the Transition Out Period;
 - (2) updating any records required to be maintained under this Agreement;
 - ii. transfer services during the Transition Out Period, including:
 - (1) maintaining the then current Personnel throughout the Transition Out Period, unless the substitution or withdrawal of each such Personnel is approved by the Province in accordance with this Agreement;
 - (2) performing any unfinished pre-transfer services;
 - (3) providing Services that overlap with services provided by the Province or the Province's new service providers;
 - (4) collecting ES Equipment from the Province;
 - (5) delivering or facilitating the export of all Province Data in the form and format agreed by the Province to the Province, except as the Province instructs to be delivered or exported to the Province's new service providers;
 - (6) delivering all other Province Confidential Information and property of the Province provided to or obtained or produced by the Contractor in connection with this Agreement when no longer required by the Contractor to perform the Services, to the Province, except as the Province instructs to be delivered to the Province's new service providers;
 - iii. post-transfer services, including answering questions regarding the pre-transfer and transfer services on an "as needed" basis during the Transition Out Period and the continuation of Expert Witness Service in relation to the Contractor's ES Solution provided under this Agreement; and

- iv. such other matters that the Contractor considers appropriate or the Province requests that would if implemented ensure the transition from the Services to replacement services provided by the Province or the Province's new service providers in a collaborative, orderly, effective and efficient manner with minimal interruption of services, reduction of Service Levels or disruption to the Province.
- 6.1.2 Subject to section 6.1.3, if the Contractor does not prepare an implementation plan acceptable to the Province within 14 days (or such longer time as the Province may agree in writing) of the Effective Date, the Province may treat the failure as a material breach of this Agreement.
- 6.1.3 The Contractor will have no liability under this Agreement for any failure or delay in preparing an implementation plan acceptable to the Province to the extent caused by the act or omission of the Province or the Province's existing service provider for electronic supervision.
- 6.2 **IMPLEMENTATION SERVICES**
 - 6.2.1 The Contractor must perform the obligations for implementation as set out in SCHEDULE D (Services) and the implementation plan approved by the Province as applicable to the Services requested in a collaborative, orderly, effective and efficient manner with minimal interruption of services or disruption to the Province (the "Implementation Services").
 - 6.2.2 Subject to section 6.2.3, if the Contractor has not completed both the review and testing of its business continuity plans under section 27.1.1 and the Implementation Services and is not ready to commence the Services required for the Province to activate ES Devices in the production environment within 10 days of the Effective Date or such other time set out in the implementation plan approved by the Province (the "Go Live Milestone"), the Province will be entitled to a credit, to be applied against the fees, of \$3000 for each day that the completed implementation is delayed beyond the Go Live Milestone, without prejudice to any other remedies the Province may have, including the right to treat the failure as a material breach of this Agreement.
 - 6.2.3 The Contractor will have no liability under this Agreement for any failure or delay in the transition of any Province Data or services to the Contractor to the extent caused by the act or omission of the Province or the Province's existing service provider for electronic supervision.

7 CHANGE PROCESS

7.1 CHANGE MANAGEMENT PLANS

- 7.1.1 Monthly or at such other interval as the parties may agree, the Contractor will provide a change management plan detailing all updates, upgrades, enhancements or other modifications to, replacements to, and new options for any component of the ES Solution provided under this Agreement, and any upcoming plans for such modifications, replacements or options and proposed scheduling for outages for the approval of the Province that have not already been agreed to in accordance with the change process described below in sections 7.4 through 7.7.

7.2 NOTICE OF OUTAGES

- 7.2.1 The Contractor will provide prior notice to the Province of any planned or emergency outage affecting the availability of the ES-SaaS or otherwise affecting the ES Solution using reasonable efforts to follow the scheduling identified in the applicable change management plan.

7.3 UPDATES AND UPGRADES

- 7.3.1 The Contractor will provide all updates, upgrades, enhancements or other modifications, or replacements in accordance with the applicable Specifications for the ES Solution at no additional charge, and other new options subject to the change process described below in sections 7.4 through 7.7, except for security or other emergency updates where time does not permit.
- 7.3.2 Monthly, the Contractor will provide a written report detailing all updates, upgrades, enhancements or other modifications, or replacements or new options provided for the previous monthly period.

7.4 CHANGE REQUESTS AND PROPOSALS

- 7.4.1 Within five Business Days of receiving a change request in writing from the Province or such longer time as the Province may instruct, the Contractor will, at its expense, reply in writing with a change proposal or reasons why the request is not technically feasible and other options that meet the Province's needs are not available.
- 7.4.2 The Contractor may submit a change proposal on its own initiative; however, the Province will not be bound to agree to the proposal.

7.5 CHANGE PROPOSAL CONTENTS

- 7.5.1 Change proposals must include:
 - a. a unique identifier;
 - b. date of submission;
 - c. initiator (referencing change request, if applicable);
 - d. proposed change priority;
 - e. a description of the proposed change, including as appropriate:
 - i. summary description;
 - ii. business case, including reason for the change, costs, benefits, consequences if the change is not implemented and any references;
 - iii. impacts of the proposed change on the Province (such as on business areas, Users, Services and Systems);
 - iv. the need for any consequential changes to timelines, due dates, milestones, Specifications, or other provisions in this Agreement;
 - v. a description of identified risks during implementation of the proposed change, if any, including as appropriate, countermeasures and back-out strategy in case of failed change implementation;
 - vi. proposed timeline for implementation;
 - vii. estimate of resources required for implementation;
 - viii. if the proposed change would have a material cost impact (whether a resulting increase or decrease) for the Province, the Contractor's reasonable itemized estimate, or would require an amendment to this Agreement to set out new or different pricing, the proposed pricing; and
 - ix. any additional supporting documents if pertinent.

7.6 REACHING AGREEMENT AND AUTHORIZATION REQUIRED FOR CHANGE PROPOSAL

- 7.6.1 A change proposal that would not amend the terms and conditions set out or otherwise modify this Agreement must not be implemented until after it is approved, dated and executed by the authorized signatories of both parties, when it becomes a "Change Order".
- 7.6.2 A change proposal requiring a provision of this Agreement to be amended or purporting to amend a provision of this Agreement, whether or not executed, will not bind either party unless and until approved and executed by their signatories by way of an amending agreement to this Agreement pursuant to section 32.5.1.
- 7.6.3 If the parties cannot reach agreement as to the cost impact (whether a resulting increase or decrease), but all other aspects of the change proposal are mutually acceptable and no amendment to this Agreement would be required, either party may refer the matter to the dispute resolution process set out in section 29 in a further attempt to reach agreement; however, the Province will not be bound to proceed to arbitration if the change proposal if implemented would require the Province to expend any additional funds.

7.7 IMPLEMENTATION AND EFFECT OF CHANGE ORDER

- 7.7.1 Subject to the need for an amending agreement in accordance with section 32.5.1, upon entry of a Change Order, the Contractor will proceed with implementing the change in the time periods specified in the Change Order and otherwise in a timely manner.
- 7.7.2 No change proposal will affect any right or obligation of either party that arises before the change in the Change Order takes effect.

8 ORDERING PROCEDURES AND EFFICIENCY

8.1 AUTHORIZATION NEEDED TO PROCEED

- 8.1.1 The Province must not be charged and will not be liable to pay any amount for ES Equipment or Services provided except as authorized and provided in accordance with this Agreement.

8.2 LEVERAGING PRIOR SERVICES

- 8.2.1 In providing any Services on a time and expenses basis under this Agreement, the Contractor will leverage any prior deliverables provided to the Province under this Agreement when appropriate to provide the Services in the most efficient and cost-effective manner to the Province overall.

8.3 TEMPLATES

- 8.3.1 If the parties to this Agreement agree to any form of standard template to be used for Orders or other processes under this Agreement, they will use such templates or processes.

9 PROVISION OF ES DEVICE TOOLS

9.1 REMOVAL TOOL

- 9.1.1 The Contractor will, at no additional charge, provide each Community Corrections Office with a tool and ten (10) additional tools for use at other locations as instructed by the Province, or Users at all such locations access to a tool, to safely remove from Clients the ES Devices that does not require physical contact with the Client, as part of the Implementation Services and thereafter upon any change in the ES Device model or strap requiring a different tool.

10 ORDERS FOR ES EQUIPMENT

10.1 AUTHORITY TO SUBMIT ORDERS

- 10.1.1 Unless the Province's Contract Manager provides written authority otherwise, Orders for ES Equipment on behalf of the Province may only be made by way of, and accepted by the Contractor from, the Central Monitoring Unit.

10.2 PROVINCE SUBMISSION OF ORDERS

- 10.2.1 In an Order for ES Equipment as described in SCHEDULE E (ES Equipment and ES Device Strap Sizes) the Province will specify:
- a. a Province order number;
 - b. quantity, type and, if applicable, ES Device strap size;
 - c. the Central Monitoring Unit as the location for delivery;
 - d. if the order is urgent requiring expedited delivery, in which case the Province will be responsible for any additional shipping costs incurred over and above Standard Shipping costs as may be permitted in SCHEDULE B (Fees and Expenses); and
 - e. Province contact information.
- 10.2.2 The Province will submit Orders by email to the Contractor's Service Desk.

10.3 CONTRACTOR RECEIPT OF ORDERS

- 10.3.1 Upon receipt of an Order, the Contractor will:
- a. by email or telephone, provide the Province contact for the Order, a shipping order number for tracking purposes;
 - b. provide ES Equipment in accordance with both section 10.5.1 and the Order, including shipping instructions; and
 - c. include in the shipment a packing slip that references the Order and the quantities and types of ES Equipment being shipped, including their applicable UBIN.

10.4 RECORD BY UBIN

- 10.4.1 The Contractor will keep an accurate and complete electronic record accessible by the Province through the ES SaaS of the status of all ES Devices and any other ES Equipment identifiable by UBIN that have been shipped to the Province and remain with the Province or are reported lost by the Province.

10.5 BEFORE SHIPPING NEW OR USED ES EQUIPMENT

- 10.5.1 The Contractor may fill Orders for ES Equipment with either new ES Equipment or refurbished ES Equipment, at the Contractor's option, provided that before shipping:
- a. new ES Equipment, the Contractor tests and confirms that the ES Equipment meets all applicable Specifications; and
 - b. refurbished ES Equipment, the Contractor first complies with section 12.4.1.

10.6 ORDERS WITH ES DEVICE STRAP IN CUSTOM SIZES

- 10.6.1 The Contractor will accept Orders with an ES Device strap size other than described as available in SCHEDULE E (ES Equipment and ES Device Strap Sizes), provided the parties first reach written agreement as to time, method and expense of shipping, which the Province acknowledges may be from the Contractor's place of manufacture in the United Kingdom.

10.7 CANCELLATION OR CHANGES TO ORDER FOR ES EQUIPMENT

- 10.7.1 The Province may cancel or make changes to any Order for ES Equipment if the Contractor has not yet shipped the Order.

10.8 ACTIVATING ES DEVICES

- 10.8.1 The Province is responsible for controlling whether any single ES Device is an Activated ES Device or an Inactive ES Device by assigning or unassigning the ES Device in the ES-SaaS.

11 REMOVAL AND RETRIEVAL OF ES EQUIPMENT

11.1 RETRIEVAL OF ES DEVICES AND RF UNITS

- 11.1.1 The Province will be responsible for deactivation and retrieval of ES Devices from Clients and from emergency responders who have removed ES Devices from Clients as anticipated by the Specifications and RF Units.

11.2 OPTIONS UPON RETRIEVAL

- 11.2.1 Upon retrieving an ES Device and related RF Unit, the Province may:
- a. re-use the ES Device with the same or a different strap (which the Province may replace on its own if SCHEDULE E (ES Equipment and ES Device Strap Sizes) indicates replacement straps are available) and related RF Unit on any Client anywhere in the Province, if not the same day, then at the applicable fee for an Inactive ES Device as set out in SCHEDULE B – FEES AND EXPENSES until the Inactive ES Device becomes an Activated Device again; or
 - b. direct the Contractor to accept the return of the ES Device in accordance with the process in section 12.1.

12 RETURNS AND REPLACEMENTS OF ES EQUIPMENT

12.1 RETURN PROCESS

12.1.1 Unless the Province's Contract Manager provides written authority otherwise, Return instructions for retrieved ES Equipment on behalf of the Province may only be made by way of, and accepted by the Contractor from, the Central Monitoring Unit.

12.1.2 The Contractor will accept ES Equipment supplied under this Agreement for return at any time in accordance with the following process:

- a. the Province will contact the Contractor by email to the Contractor's Service Desk:
 - i. indicating the reason for the return of the ES Equipment, whether a reduction in volume or suspected fault;
 - ii. specifying the CMU as the pick-up location together with a Province contact at that pick-up location; and
 - iii. confirming that the ES Equipment has been packaged and addressed as instructed by the Contractor if such instructions are known;
- b. the Contractor will provide to the Province contact any packaging and addressing instructions for the return of the ES Equipment;
- c. the Contractor will arrange for the pickup of the packaged ES Equipment within one Business Day or such other time as the parties may agree from the Central Monitoring Unit and confirm those arrangements to the Province contact in section 12.1.1;
- d. unless otherwise set out in this Agreement, the Contractor will be responsible for all costs and risks of shipping, including taxes and duties, upon collection by the carrier from the Central Monitoring Unit; and
- e. unless otherwise directed by the Province in writing, upon receipt of confirmation from the Province that the ES Equipment has been posted or otherwise shipped (and if no such confirmation is received, upon receipt of the ES Equipment), the Contractor will cease to apply the Activated ES Device or Inactive ES Device fees, as applicable, for the specified ES Equipment.

12.2 DAMAGE THROUGH NORMAL WEAR AND TEAR, FAULTS OR DEFECTS

12.2.1 As the Province is subscribing to a service and not purchasing ES Equipment, the Province will not be responsible to the Contractor for any damages caused to ES Equipment through normal wear and tear or for any defects or faults in the ES Equipment. Consequently, all costs and risks in relation to the repair and replacement of such ES Equipment, whether with new or refurbished ES Equipment, including all shipping costs (including taxes and duties), will be at the Contractor's expense.

12.2.2 The Contractor will replace, or replace with another model, any particular ES Equipment, or all ES Devices or other component of ES Equipment of a particular model, upon request from the Province where it appears to the Province based on any performance data available to it, that a chronic or persistent defect or fault has been occurring.

12.3 LOST OR DAMAGED ES EQUIPMENT

- 12.3.1 The Province will pay the Contractor the applicable fees and expenses, if any, set out in SCHEDULE B – FEES AND EXPENSES to replace any Lost/Damaged ES Equipment other than straps or consumables, provided that the UBIN for the Lost/Damaged ES Device is provided to the Province’s Contract Manager in support of the invoiced amount.

12.4 USED ES EQUIPMENT

- 12.4.1 Before shipping to the Province any ES Equipment that was returned by the Province or any other used ES Equipment, including straps, the Contractor will, at its expense:
- inspect the ES Equipment, identifying and reporting to the Province any damage that would make the ES Equipment Lost/Damaged ES Equipment;
 - clean and sanitize the ES Equipment;
 - test the ES Equipment to ensure it meets all applicable Specifications; and
 - repair, replace, or refurbish any components or the entire ES Device or other unit of ES Equipment, as appropriate, including any consumable elements (for example, battery) and any elements subject to normal wear and tear, so that it meets all applicable Specifications.

13 ONGOING SERVICES

13.1 ONGOING SERVICES

- 13.1.1 Subject to section 14.1.1 and the need for an Order, the Contractor will provide ongoing Services for the ES Solution as described in section B (Ongoing Services) in SCHEDULE D (Services).

14 ORDERS FOR SPECIFIC SERVICES

14.1 PROVINCE SUBMISSION OF ORDERS

- 14.1.1 In any Orders for adding or updating geospatial data (which will be at no additional charge) or for Additional Training (which will be at time and expenses), the Province will specify, as applicable:
- a Province Order number;
 - nature of Services required;
 - date for delivery;
 - location for delivery; and
 - Province contact information.
- 14.1.2 Alternatively, the Province may obtain Additional Training after initiating the change process in sections in sections 7.4 through 7.7.

14.2 CANCELLATION AND CHANGES TO ORDER FOR ADDITIONAL TRAINING

- 14.2.1 The Province may cancel or make changes to any Order for Additional Training, subject to reimbursing the Contractor for reasonable out-of-pocket costs incurred, including any pre-approved expenses incurred before the Contractor receives the cancellation or change for which the Contractor cannot be reimbursed.

15 EXPERT WITNESS SERVICE

15.1 EXPERT WITNESS REQUEST AND FEES

- 15.1.1 Both during and after the Term, the Province may require Expert Witness Service in which case the Province will use reasonable efforts to give the Contractor five days' notice.
- 15.1.2 In response to a request from the Province for Expert Witness Service, the Contractor will ensure the availability of a Personnel with the Competencies to act in the Role of Expert Witness and that the Expert Witness responds in a timely manner or appears as instructed in response.
- 15.1.3 Reimbursement for Expert Witness Service provided at the request of the Province will be as set out in SCHEDULE B (Fees and Expenses).
- 15.1.4 Upon request, the Contractor will provide an estimate of fees and expenses and immediately advise of any revisions the Contractor considers appropriate to the estimate.

15.2 INSTRUCTIONS FROM RESPONSIBLE LAWYER

- 15.2.1 The Contractor agrees, and will ensure that the Expert Witness, in providing the Expert Witness Service in relation to a particular case on behalf of the Contractor, will:
- a. take instruction from the Province designated responsible lawyer for the case (the "Responsible Lawyer"); and
 - b. refer all requests from the media for information concerning the Services to the Responsible Lawyer.
- 15.2.2 The Contractor will, and will ensure that the Expert Witness will, comply with SCHEDULE K (Protection of Privilege).

15.3 CONFLICTS

- 15.3.1 The Contractor will not represent any person involved in a claim, dispute or transaction which will create conflict of interest unless the Contractor has informed the Province, with a copy to the applicable Responsible Lawyer, in writing of that conflict and the Province has authorized the Contractor, in writing to continue to provide the particular Expert Witness Service.
- 15.3.2 The Contractor agrees to notify the Province's Contract Manager upon the receipt of any subpoena in relation to any of the Services under this Agreement.

16 OPTIONAL SERVICES

16.1 RESERVED RIGHTS RE OPTIONAL SERVICES

16.1.1 In addition to any other rights reserved by the Province in the RFP, the Contractor acknowledges and agrees that the Province has, in respect of each Optional Service, the unrestricted right at any time during the term to:

- a. provided the Contractor meets the minimum requirements specified in the RFP for the particular Optional Service - whether or not the Optional Service was proposed by the Contractor in its Proposal or, if proposed in its Proposal, whether or not the Contractor was initially able to meet the minimum requirements specified in the in the RFP – enter into negotiations with the Contractor, if at all, with the intent of setting forth the terms and conditions in an amendment to this Agreement or in a separate written contract under which the particular Optional Service would be provided, subject to a satisfactory Privacy Impact Assessment and Security Threat and Risk Assessment - conducted in accordance with the Province's policies and standards and the reasonable support of the Contractor - not revealing an unacceptable level of risk;
- b. provide or continue providing the Optional Service, or portion of it, in-house; and
- c. seek to procure and procure the Optional Service, or portion of it, from a third party outside this Agreement and the RFP process.

16.2 INITIATING NEGOTIATIONS FOR AN OPTIONAL SERVICE

16.2.1 If the Province is interested in entering into the negotiations described in section 16.1.1.a, the Province may choose to initiate the negotiations by either:

- a. following the change process described in sections 7.4 through 7.7., except that the Contractor will have at least 10 Business Days to submit a proposal or reply specifying the particular Optional Service; or
- b. initiate negotiations at the executive level identified in this Agreement.

17 SERVICE LEVELS

17.1 APPLICABLE SERVICE LEVEL TARGET

17.1.1 From the Go Live Date, the Contractor will provide the ES SaaS and the Services in a manner that meets or exceeds their applicable Service Level Minimums and that typically meets or exceeds their applicable Service Level Target given the Priority level (if applicable) as described in SCHEDULE J (Service Level Agreement).

17.2 ANALYSIS, RECTIFICATION AND PREVENTION

17.2.1 If the Contractor misses any Service Level Minimum once, any Service Level Target for any Incident of "urgent" or "high" Priority once, or any other single Service Level Target three times in any three-month period, the Contractor will, at its expense:

- a. perform a Root Cause Analysis or Service Failure Analysis, as appropriate;
- b. identify the problem and diligently attempt to rectify the problem or provide a workaround solution, as appropriate;

- c. as appropriate given the cause, develop and implement a preventative plan to:
 - i. prevent similar problems from happening or minimize the impact of incidents that cannot be prevented; or
 - ii. improve processes and tools to prevent future Service Level Misses; and
- d. if requested, review with the Province any Root Cause Analysis or Service Failure Analysis performed and any rectification or preventative action being taken.

17.3 SERVICE LEVEL REPORTS

17.3.1 The Contractor will provide to the Province a report ("Service Level Report") each month for the previous month (commencing with the month immediately following the Go Live Date).

17.3.2 Service Level Reports must contain the following information:

- a. the Contractor's name;
- b. by month, for the reporting period, the Service Levels achieved together with the applicable Service Level Targets and Service Level Minimums, identifying Service Level Misses;
- c. a summary of the nature of the Incidents and their resolution or, if not resolved, their status, including in the case of unavailability of the ES Solution, details and explanations of each such period; and
- d. such other information as the parties may agree from time to time.

17.3.3 The Contractor will submit Service Level Reports electronically in Microsoft Word, Microsoft Excel or searchable PDF format, or other written form as may be agreed to by the Province.

17.4 CREDITS FOR SERVICE LEVEL MISSES

17.4.1 For any Service Level Misses, except to the extent caused by a Force Majeure Event, the Contractor must pay the Province the amount calculated in accordance with the applicable credit scheme, if any, set out in SCHEDULE J (Service Level Agreement) which may be in the form of a credit applied to the next invoice.

17.5 OTHER REMEDIES FOR SERVICE LEVEL MISSES

17.5.1 In case of significant or persistent Service Level Misses permitting a termination right, the Province may, in the Province's discretion and without prejudice to its termination right or any other rights or remedies it may have, exercise one or more of the following options:

- a. require the Contractor to retain an independent consulting firm acceptable to the Province, at the Contractor's expense, to review and analyze the processes and tools used by the Contractor or the Contractor's Systems in relation to the Services that are failing to meet their Service Level Minimums or Service Level Targets and to make recommendations within 45 days to the Contractor, which the Contractor will not unreasonably refuse to implement within a reasonable time; or
- b. require a letter of apology from the president or other senior officer of the Contractor to the Deputy Minister of the Ministry.

18 PERSONNEL AND SUBCONTRACTING

18.1 COMPETENCY OF PERSONNEL

- 18.1.1 The Contractor must ensure that only Personnel in Roles are employed or retained to perform the Services and that Personnel are:
- a. qualified and competent to perform the Services for which they are performing and, without limiting the foregoing, have the necessary experience, skills and qualifications, including Competencies, described for the Roles they are filling; and
 - b. properly trained, instructed, and supervised, including with respect to the Contractor's obligations in this Agreement that are intended to minimize security risk to the Province.

18.2 APPROVED PERSONNEL IN KEY ROLES

- 18.2.1 The Contractor agrees that only Personnel identified in SCHEDULE K (Roles, Personnel and Subcontractors) or otherwise approved by the Province under section 18.4 will fill the Key Roles with the Competencies for which they are named unless removed in accordance with this Agreement.

18.3 REMOVING PERSONNEL IN ANY ROLE

- 18.3.1 Without prejudice to the Province's other rights, including to terminate this Agreement for cause, the Province may require the Contractor to remove any Personnel from providing the Services if the Province has concerns with their suitability or performance or non-performance of the Services or compliance with this Agreement in which case the Contractor must remove that Personnel:
- a. immediately, if the Province indicates that the person poses a security risk to the Province; and
 - b. as soon as practicable and reasonable in the circumstances, in all other cases.
- 18.3.2 The Contractor agrees that no approved Personnel will be removed from a Key Role (or other Role while in the middle of providing a requested Service to the Province before the request or Order has been completed) or moved to a different Key Role from which they were approved, without the prior written consent of the Province. Reasonable notice in the circumstances instead of consent will suffice where the Personnel is no longer employed or retained by the Contractor (where the Contractor did not terminate their employment or services contract, including a services contract under which the Personnel was retained, without cause) or has taken any unexpected leave from their employment with the Contractor or Subcontractors.

18.4 REPLACING OR ADDING PERSONNEL

- 18.4.1 Within a reasonable time of providing or receiving a notice under section 18.3.1 or 18.3.2 and whenever proposing any additional individual (or a choice of individuals) in a Key Role for the Province's written approval, the Contractor will:
- a. give preference to proposing an individual who has experience, skills and qualifications that match or exceed the departing Personnel, and who consequently has the same Competencies;
 - b. give the Province the proposed individual's name, experience, skills and qualifications, including Competencies, (including copies of any certificates of completion for any applicable courses) for the Role;
 - c. in the case of an individual not approved as a Personnel for another Role:
 - i. provide the Province with the resume and references for the proposed individual and allow the Province a reasonable opportunity to interview the proposed individual; and

- ii. comply with the screening requirements required of Personnel in SCHEDULE P (Security Schedule).
- 18.4.2 If the Province finds that the proposed individual (or any of the proposed individuals if more than one proposed) does not meet the criteria specified in this Agreement for a Personnel or the Key Role, the Province may require the Contractor to propose a new individual until an acceptable individual is found.
- 18.4.3 The Province may agree to a temporary replacement for a departed or departing Personnel on an interim basis until an acceptable replacement Personnel for that Role is available.
- 18.4.4 The Contractor must not charge the Province for any costs the Contractor incurs in proposing any new, additional or replacement Personnel in a Key Role.

18.5 CONTACT INFORMATION FOR PERSONNEL

- 18.5.1 By completion of the Implementation Services and whenever any Personnel is added or change made to contact information previously provided, the Contractor will provide to the Province the telephone number for the mobile telephone of each Personnel.

18.6 KNOWLEDGE TRANSFER

- 18.6.1 The Contractor will use reasonable efforts to minimize the impact of the replacement of any Personnel on the delivery of Services by providing, at the Contractor's expense, adequate training and knowledge transfer to the replacement Personnel to an equivalent level of Services knowledge and experience as the departing Personnel.

18.7 SUBCONTRACTORS

- 18.7.1 The Contractor must not contract, subcontract, or allow the further subcontracting of, (including to an Affiliate) any of its obligations under this Agreement other than to:
 - a. Subcontractors approved by the Province to perform those obligations, including to the Hosting Provider to host ES Software for the delivery of the ES SaaS and Province Data; or
 - b. Non-material Suppliers.

Despite the foregoing, the Contractor must maintain a contract between the Contractor and the Hosting Provider as a supplier to the Contractor through maintaining compliance with the Hosting Provider's terms and conditions (as opposed to a "subcontract" from the Contractor).

- 18.7.2 The Contractor may propose that any person be added to the SCHEDULE K (Roles, Personnel and Subcontractors) by making a request to the Province in a form satisfactory to the Province. If requested, the Contractor will make the proposed person available for questioning by the Province and provide such risk information and security clearances as the Province may request and, if approved by the Province in writing, that person will be deemed to be added to SCHEDULE K (Roles, Personnel and Subcontractors) as a Subcontractor.
- 18.7.3 No contract or subcontract, whether with the Hosting Provider or another Subcontractor, or consented to or not by the Province, relieves the Contractor from any obligations under this Agreement. The Contractor will be solely responsible to the Province for the ES SaaS, including hosting, and the Services. The Contractor must ensure that any Subcontractor fully complies with this Agreement in performing the subcontracted obligations.
- 18.7.4 The Contractor agrees to include provisions in its subcontracts with Subcontractors respecting:

- a. adherence by the Subcontractor to the applicable obligations of the Contractor, in the same manner as provided in this Agreement as applicable to the Services provided by the Subcontractor, including compliance with laws, confidentiality obligations, data residency, protection of personal information, security obligations, record keeping and audit requirements, maintenance of adequate business continuity and disaster recovery plans, and workers' compensation obligations;
 - b. such types and amounts of insurance related to the risks of the Services being provided by the Subcontractor, which in the case of a Subcontractor providing hosting Service to have no less than the types and amounts set out in SCHEDULE Q - INSURANCE;
 - c. assignment of Intellectual Property Rights to the Contractor or licenses to the Contractor in respect of any Produced Material created in such relationship, and delivery of irrevocable waivers of moral rights from the Subcontractor or Personnel in favour of the Province in respect of the same, to the extent required by the Contractor to comply with its obligations under this Agreement;
 - d. termination rights consistent with the terms of this Agreement;
 - e. the requirements in section 24.2 with respect to COVID-19 vaccination; and
 - f. restrictions on the Subcontractor on transferring any of its obligations under such subcontract, which the Contractor will provide on request to the Province to show that a Subcontractor has so been bound.
- 18.7.5 Without prejudice to the Province's other rights, including to terminate this Agreement for cause, the Province may require the Contractor to remedy the performance or conduct of the Subcontractor or remove any Subcontractor from providing the Services if the Province has concerns with its performance or non-performance of the Services or compliance with this Agreement.

19 RELATIONSHIP MANAGEMENT AND PERFORMANCE

19.1 GOVERNANCE PROCESS

- 19.1.1 During the Term, the relationship of the parties (including the frequency and the mechanisms by which they will assess and manage this Agreement) will be governed by the provisions in this section 19 and in SCHEDULE N (Governance Process).

19.2 SELF-REPORTING OF DEFAULTS

- 19.2.1 Upon becoming aware of any default or anticipated default to provide any Services in accordance with this Agreement (including any Order), the Contractor will report it to the Province. The Contractor must also specify the steps it proposes to take to address, or prevent recurrence of, the default, or to prevent the occurrence of the anticipated default.

20 PAYMENT

20.1 CURRENCY

- 20.1.1 Every reference to money is to Canadian dollars unless otherwise set out.

20.2 FEES AND EXPENSES

- 20.2.1 In consideration of the Contractor's performance in compliance with this Agreement, the Province must pay the Contractor in accordance with this section 20:
- a. the fees and expenses described in SCHEDULE B (Fees and Expenses); and
 - b. any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses properly charged.
- 20.2.2 If SCHEDULE B (Fees and Expenses) allows for any expenses, they must be approved in advance, supported, where applicable, by proper receipts, and, in the Province's opinion, necessarily incurred by the Contractor in providing the Services.

20.3 MAXIMUM AMOUNT

- 20.3.1 Despite section 20.2, the Province is not obliged to pay the Contractor more than the "Maximum Amount" section 2 of SCHEDULE B (Fees and Expenses) sets out on account of fees and expenses.
- 20.3.2 The Province will take reasonable steps to manage the volume of Services sought in an effort to ensure that correctly calculated invoices will not result in the Maximum Amount being exceeded. The Contractor will not unreasonably delay, or refuse, to agree to a written amendment to this Agreement to increase the Maximum Amount.

20.4 INVOICING AND PAYMENT

- 20.4.1 To receive payment, the Contractor must submit to the Province's Contract Manager or such other billing contact and address as the Province's Contract Manager may give notice in writing, a correctly rendered detailed and tax-compliant invoice as and at the time SCHEDULE B (Fees and Expenses) sets out.
- 20.4.2 Invoices must apply all credits, rebates and refunds to which the Province may then be entitled under this Agreement.
- 20.4.3 Payment may be by electronic funds transfer, provided the transfer is in accordance with the Province's Core Policy and Procedures Manual or as otherwise agreed.

20.5 INTEREST

- 20.5.1 Despite any provision to the contrary under this Agreement, including on any invoice, no interest may accrue on any overdue amount owed or overpayment collected by either party to the other under this Agreement in excess of the rate prescribed as calculated in accordance with the *Interest on Overdue Accounts Payable Regulation* or the *Interest on Overdue Accounts Receivable Regulation* as applicable and then in effect under the *Financial Administration Act* (British Columbia), which in the case of interest on monies owing by the Province commences on the 61st day after the day of receipt of the invoice.

20.6 REFUNDS OF TAXES

- 20.6.1 The Contractor must:
- a. 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

- b. immediately on receiving, or being credited with, any amount applied for under clause a, remit that amount to the Province.

20.7 WITHHOLDING OF AMOUNTS

20.7.1 The Province may withhold from any payment due the Contractor:

- a. an amount sufficient to indemnify 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 Services; and
- b. an amount, if any, SCHEDULE B (Fees and Expenses) sets out from any payment for the purposes of ensuring performance in accordance with the Contractor's obligations under this Agreement.

20.7.2 The Province must pay any amount withheld under section 20.7.1 when the basis for withholding it has been resolved to the Province's satisfaction.

20.7.3 No interest may accrue on any amount withheld in accordance with section 20.7.1.

20.7.4 The Province may set off any amount owing by the Contractor to the Province, whether or not as a result of this Agreement, against any payment due by the Province under this Agreement in accordance with applicable law, including under the *Financial Administration Act* (British Columbia).

20.7.5 If the Contractor is not a resident of Canada, the Province will withhold such amount as may be required under the *Income Tax Act* (Canada) from the amounts payable to the Contractor under this Agreement for services provided in Canada and then remit that amount to the Receiver General of Canada on the Contractor's behalf, unless the Contractor has provided to the Province a valid Canada Revenue Agency waiver. The Province will forward any applicable receipt, certificate or proof of payment for such remission to the Contractor. No provision attempting to increase the amounts payable by the Province on account of such required remission will be effective.

20.8 APPROPRIATION

20.8.1 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, and Treasury Board not having controlled or limited expenditure under that appropriation.

20.9 FISCAL YEAR-END ESTIMATE

20.9.1 On request, the Contractor must provide a non-binding estimate of the fees and expenses to be invoiced to the Province for the last billing period of the Fiscal Year.

20.10 PROHIBITION AGAINST COMMITTING MONEY

20.10.1 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 specifically provided for in this Agreement.

21 REPORTING, RECORDS AND AUDITS

21.1 PERFORMANCE MONITORING

- 21.1.1 The Province has the right, but is not obliged, to observe and monitor the performance of any of the Services and to verify and confirm the Contractor's compliance with all obligations under this Agreement.

21.2 WORK REPORTING

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

21.3 ORDER LOG

- 21.3.1 If the ES Solution does not enable the Province to self-generate a report to track the status of all Orders for ES Equipment (including cancellations and changes) from initial request through delivery/return and activation/deactivation during the Term and Transition Out Period, the Contractor must create and maintain a log to track such status and provide a copy to the Province on request.

21.4 ACCOUNTING RECORDS

- 21.4.1 The Contractor must, during the Term and for a period of not less than seven (7) years of the later of the end of the Term or the Transition Out Period:
- a. establish and maintain accurate and complete accounts and other records, including time records for any Services billed on an hourly or other time-based rate, invoices, receipts and vouchers of expenses incurred and other records in support of any invoices or payments under this Agreement ("Accounting Records") in accordance with generally accepted accounting principles (as may be updated or replaced) and as may be necessary to enable the Province to verify compliance by the Contractor with this Agreement and to ascertain accuracy of all financial matters arising under this Agreement; and
 - b. impose similar obligations as in clause a in subcontracts with Subcontractors to the extent of their activities in relation to this Agreement.

21.5 INSPECTION AND AUDIT

- 21.5.1 The Contractor must, at any reasonable time and on reasonable notice to the Contractor, allow the Province and its auditors access to the appropriate premises of the Contractor or Subcontractor to inspect and, at the Province's discretion, copy any Accounting Records and any other records required to be established or maintained under this Agreement to verify all charges and payments made under this Agreement and that the ES Equipment, Services and Deliverables were provided in compliance with this Agreement and law, and provide reasonable assistance (including relevant requested information and explanations) to, the exercise by the Province of the Province's rights under this section.
- 21.5.2 While exercising the Province's rights under section 21.5.1, the Province will comply with any reasonable health, safety and security policies and procedures applicable to permitted visitors while on those premises made known to the Province.
- 21.5.3 This section 21.5:
- a. does not limit any other inspection or audit rights or powers the Province or its auditors may have under statute or otherwise; and

- b. survives the end of this Agreement subject to any applicable limitation period prescribed by law.

21.6 DEFICIENCIES

- 21.6.1 Where the Province exercises any right of inspection or audit under this Agreement, each party will bear its own costs, unless the inspection or audit reveals either a material breach of the Contractor's obligations under this Agreement, or a material error or deficiency within the Contractor's control, in which case the Contractor will bear the Province's reasonable costs and expenses upon being shown the results of the inspection or audit (which, in the case of disagreement, are subject to the dispute resolution process set out in section 29).
- 21.6.2 If requested in connection with the results of any inspection or audit shown to the Contractor, the Contractor will prepare a report for the Province's approval outlining the Contractor's intended corrective action and implementation plans, which the Contractor agrees to implement upon receiving the Province's approval.

22 INFORMATION PROVISION, PRIVACY, SECURITY AND CONFIDENTIALITY

22.1 PERTINENT INFORMATION

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

22.2 PRIVACY AND PERSONAL INFORMATION

- 22.2.1 In relation to the Province, which is represented by a "public body" within the meaning of the *Freedom of Information and Protection of Privacy Act* (British Columbia), the Contractor:
 - a. acknowledges and agrees that it is a "service provider" within the meaning of the *Freedom of Information and Protection of Privacy Act* (British Columbia); and
 - b. must, and must ensure all Subcontractors and Personnel, at all times, comply with:
 - i. their respective obligations under the *Freedom of Information and Protection of Privacy Act* (British Columbia); and
 - ii. SCHEDULE O (Privacy Protection Schedule).
- 22.2.2 The Contractor must ensure that no Subcontractor resident outside Canada or travelling temporarily outside Canada will have any access to or use of any Personal Information except as permitted in each case under both the *Freedom of Information and Protection of Privacy Act* (British Columbia) and by the Province in accordance with this Agreement.

22.3 SECURITY

- 22.3.1 The Contractor must:
 - a. make reasonable security arrangements to protect the Province Material from unauthorized access, collection, use, disclosure, or disposal; and
 - b. comply with SCHEDULE P (Security Schedule).

22.4 CONFIDENTIALITY

22.4.1 Each party (as the "Receiving Party") must treat as confidential, not disclosing or using, the other party's (the "Disclosing Party's") Confidential Information without prior written consent, except, subject to more protective enactments regarding Personal Information or privacy protection (including the *Freedom of Information and Protection of Privacy Act* (British Columbia)):

- a. to Personnel, Subcontractors, and the Receiving Party's employees, officers, directors, agents, professional advisors, and auditors on a need-to-know basis as required for the party to observe, perform, and enforce this Agreement, each of whom:
 - i. is bound by contract, employment contract or oath of office to safeguard such Confidential Information except to the extent required by law or authorized by whistle-blower law or by a statutory power or duty to divulge;
 - ii. has the security screening clearance, if required under this Agreement to have access to the particular information; and
 - iii. has been instructed to keep it confidential and, if the Province requires, have provided a confidentiality undertaking in a form acceptable to the Province;
- b. to the extent required by law or Binding Order, provided that the Receiving Party (after complying with section 23.1.1 (Request for Access to Province Material)) seek the highest protection level available and, to the extent possible, give the Disclosing Party enough prior notice to obtain a protective order or other remedy to prevent or limit disclosure; or
- c. to the extent it is information that:
 - i. is generally known to the public other than by a breach of this Agreement or any other contract between the parties, but only after such information becomes so available;
 - ii. was lawfully received, not by accident or mistake, by the Receiving Party from a third party that was lawfully in possession of it and without an obligation to keep it confidential, provided that the Receiving Party keeps for review upon request by the Disclosing Party documentation establishing the third party as the source of the information, but only after such information becomes so available; or
 - iii. was independently developed by the Receiving Party without the use of any Confidential Information or Intellectual Property Rights of the Disclosing Party.

22.4.2 The Contractor acknowledges that the disclosure or use of any Personal Information or Province Confidential Information in breach of this Agreement would cause irreparable harm to the Province and that monetary damages may be difficult to ascertain or insufficient compensation and, therefore, agrees that the Province may seek a court order without proof of special damages to stop any actual or anticipated unauthorized disclosure or use of information in breach of this Agreement.

22.5 PROVINCE DATA

22.5.1 Province Data must not be stored or backed up outside Canada.

22.5.2 At all times during the Term and Transition Out Period, the Province will have the ability to import and export Province Data in part or in whole, without interference from the Contractor, which includes the ability to transfer the Province Data to another service provider, in the following format or such other format as mutually agreed by the parties, including but not limited to, .csv and .json file formats.

22.6 RESTRICTIONS ON PROMOTION AND OTHER PUBLIC ANNOUNCEMENTS

22.6.1 The Contractor, must not, without the prior written approval of the Province:

- a. refer for promotional purposes to the Province being a customer of the Contractor; or
- b. unless required by applicable law, make or cause to be made any public announcement or published references relating to this Agreement or the Province having entered into this Agreement, including with respect to the Province's electronic supervision program or related statistical data.

22.7 RESTRICTION ON USE OF MARKS AND LOGOS

22.7.1 The Contractor must not use any official mark, trademark, domain name or logo of the Province except where the Province has in writing required the Contractor to use it to perform the Services.

23 MATERIAL AND INTELLECTUAL PROPERTY

23.1 REQUEST FOR ACCESS TO PROVINCE MATERIAL

23.1.1 If the Contractor receives a request for access under the *Freedom of Information and Protection of Privacy Act* (British Columbia) for any record in the custody or under the control of a "public body" within the meaning of that Act or receives a request for access to any other Province 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.

23.2 OWNERSHIP AND DELIVERY OF PROVINCE MATERIAL

23.2.1 As between the parties, the Province is, will be and will remain the sole and exclusive owner of all property rights that are not Intellectual Property Rights in the Province Material. The Contractor must deliver any Province Material to the Province immediately upon the Province's request.

23.3 RECEIVED MATERIAL AND PRODUCED MATERIAL

23.3.1 As between the parties, the Province is, will be and will remain the sole and exclusive owner of all Intellectual Property Rights in Province Material other than any Incorporated Material.

23.4 WAIVER OF MORAL RIGHTS IN PRODUCED MATERIAL

23.4.1 Upon the Province's request, whether during or after the Term, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour all moral rights which any Personnel may have in the Province Material and that confirm the vesting in the Province of the copyright in the Province Material, other than any Incorporated Material. If the Contractor is an individual and an author in the Produced Material, the Contractor, upon its delivery to the Province, permanently waives all the Contractor's moral rights in the Produced Material.

23.5 INCORPORATED MATERIAL

23.5.1 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:

- a. a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material and related documentation, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish, and distribute that Incorporated Material and related documentation; and
- b. the right to sublicense or assign to third parties any or all of the rights granted to the Province under clause a.

23.6 LIMITED LICENSE TO CONTRACTOR

- 23.6.1 Subject to the terms and conditions of this Agreement, the Province grants the Contractor a limited, royalty-free, fully paid-up, non-exclusive, non-transferable non-sublicensable licence to use the Province Data as instructed by the Province or a User and solely as necessary to provide the ES Solution for the Province's benefit as provided in this Agreement.
- 23.6.2 The Contractor must not access, exploit, disclose or use, or permit to be accessed, exploited, disclosed or used, any Province Data, User identification or meta data as a result of Users' use of the ES SaaS, other than as may be required for the purpose of providing the ES Solution. For greater certainty, under no circumstances may the Contractor, its Subcontractors or their respective employees, officers, directors or agents monetize or commercialize, or permit the monetization or commercialization of, any Province Data or meta data as a result of Users' use of the ES SaaS, whether or not such data has been aggregated or otherwise anonymized.
- 23.6.3 Unless otherwise expressly agreed by the parties in writing, the Contractor acknowledges and agrees that notwithstanding any reformatting, modification, reorganization or adaption of the Province Data (in whole or in part) during its migration, incorporation, storage or processing in the ES Solution, or the creation of derivative works from the Province Data, the same will remain Province Data and will be subject to the provisions of this Agreement.

23.7 CONTRACTOR PRODUCT

- 23.7.1 As between the parties, the Contractor is, will be and remain the sole and exclusive owner of all property rights, including all Intellectual Property Rights, in and to the Contractor Product.
- 23.7.2 Subject to any contrary terms of any written license agreement with a third party agreed to by the Province for any component within a Contractor Product, the Contractor grants to the Province in respect of any Contractor Product, for the Term and to the extent required by the Province the Transition Out Period, a non-exclusive, irrevocable, transferable (subject to section 32.4.3 (Assignment)) and, subject to section 32.4.3 or the Contractor's prior written consent, sublicensable:
 - a. right to access and use of ES SaaS, including in operation with other Systems and services for the Province's business purposes, including for electronic supervision by Users of Clients wearing Activated ES Devices and for processing Province Data;
 - b. right to access and use the ES SaaS for all such non-production uses and applications as may be necessary or useful for the effective use of the ES SaaS, including access to pre-production sandbox and training environments for purposes of analysis, development, configuration, testing, training, , support and repair, which access and use will be without charge and not included for any purpose in any calculation of the Province's or its Users' use of the ES SaaS, including for purposes of assessing any fees or other consideration payable to the Contractor;

- c. right to import, upload, generate, store, display, reproduce, record, print, download, export, and otherwise process all Province Data and other content as may result from any access to or use of the ES SaaS;
 - d. to exercise the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, translate, modify (including to create improvements and derivative works of), publish and distribute and otherwise make available to Users, any and all training documentation or other Contractor Product solely to the extent necessary to access and use the ES SaaS and ES Equipment in accordance with this Agreement and otherwise in connection with the receipt of the Services; and
 - e. the right to sublicense to third-parties, subject to the Province's obligations under section 22.4.1 with respect to Contractor Confidential Information, any or all of the rights granted to the Province under the foregoing clauses for their sole purpose of providing services to or on behalf of the Province in connection with the electronic supervision program for Clients or the Province's administration of this Agreement.
- 23.7.3 The Contractor agrees that the Province retains ownership, including Intellectual Property Rights over any modifications to training documentation or other Contractor Product that the Province makes as permitted under section 23.7.2.c.

23.8 DUTY TO MARK CONTRACTOR PRODUCT

- 23.8.1 The Contractor will mark or identify upon its provision any Contractor Product, excluding ES Equipment or the ES SaaS, it provides to the Province under this Agreement as its proprietary information.

23.9 REMEDYING INABILITY TO PROVIDE ASSIGNMENTS, LICENSES OR WAIVERS

- 23.9.1 If for any reason the Contractor is unable to provide any assignments, licenses or waivers as required to be provided under this Agreement, the Contractor will replace the affected portion of the product or deliverable for which the assignment, license or waiver, as the case may be, cannot be provided with an alternative product or deliverable that meets the Province's requirements at the Contractor's expense.

24 REPRESENTATIONS AND WARRANTIES

24.1 GENERAL REPRESENTATIONS

- 24.1.1 The Contractor represents and warrants to the Province at the time, unless otherwise set out, of its execution of this Agreement and throughout the Term that:
- a. the Contractor is duly formed and validly existing and in good standing under the laws of its jurisdiction of formation or continuance;
 - b. if necessary to lawfully provide the ES Solution as contemplated under this Agreement, has the legal power and capacity to own and lease its assets and to carry on business in British Columbia and in each of the jurisdictions from which it will or does provide the ES Solution to the Province;
 - c. 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;
 - d. this Agreement 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;

- e. the Contractor is registered and in good standing with the appropriate taxation authorities to collect and remit any applicable taxes payable by the Province under law or agreement with such taxation authorities on the fees and expenses for the Services and Deliverables;
- f. the Contractor is not impacted by an Insolvency Event;
- g. the Contractor has not directly or indirectly given or promised any benefit or inducement to an employee, agent or family or household member of an employee of the Province of more than minimal value, with a view to influencing the entry into or administration of this Agreement;
- h. every product and deliverable at the time of its delivery to the Province is free of all liens and other third party claims;
- i. the Contractor is under no obligation or restriction when it enters this Agreement except to the extent the Contractor has previously disclosed otherwise in writing to the Province, and will not knowingly assume during the Term or the Transition Out Period any obligation or restriction, that interferes with or conflicts with, or could present a conflict of interest concerning, the performance of the Contractor's obligations under this Agreement; and
- j. except to the extent the Contractor has previously disclosed otherwise in writing to the Province;
 - i. all information, statements, documents and reports submitted by the Contractor to the Province in connection with this Agreement (including as part of the RFP process resulting in this Agreement being entered into) are in all material respects, at the time submitted to the Province, true, accurate and complete;
 - ii. the Contractor has sufficient trained, skilled and experienced Personnel with the necessary certifications, facilities, materials, appropriate equipment and approved Subcontractor subcontracts or other agreements in place and available to enable the Contractor to fully provide the Services and to grant any licenses under this Agreement;
 - iii. the Contractor holds all permits, licenses, approvals and statutory authorities issued by any Governmental Authority necessary to perform the Contractor's obligations under this Agreement;
 - iv. the Contractor's provision of Services under this Agreement, including the grant to the Province of any rights or licenses, do not and will not infringe the Intellectual Property Rights of any third party; and
 - v. it has no knowledge of any facts or matters likely to have a material adverse effect on its ability to perform its obligations under this Agreement.

24.2 COVID-19 VACCINATION

24.2.1 Without limiting the generality of section 4.3, the Contractor represents and warrants to the Province on the Effective Date or 13 December 2021, whichever is later, and throughout the Term that:

- a. all Personnel:
 - i. will be fully vaccinated against COVID-19 with a vaccine approved in Canada at such time that they access any staff-only area of indoor Province workplaces while Province employees are present; or
 - ii. if exempt from the requirement to be fully vaccinated against COVID-19 for a valid reason under the *Human Rights Code* (British Columbia), will comply with all mitigation measures approved by the Province if the Province permits access to a staff-only area of an indoor Province workplace while Province employees are present; and
 - iii. who might have access to a staff-only area of an indoor Province workplace while Province employees are present have been notified of the vaccination requirements of the Province; and

- b. each Subcontractor has provided the Contractor with written certification of its compliance with these vaccination requirements with respect to its Personnel.
- 24.2.2 The Contractor acknowledges and agrees that the veracity of the representations and warranties set out in this section are subject to verification by the Province at all times. The Province may require additional information to verify that the representations and warranties set out in this section are true and correct.

25 INDEMNITY

25.1 INDEMNITY

- 25.1.1 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:
- a. any act or omission by the Contractor, its Subcontractors or their respective agents, employees, officers or directors in connection with this Agreement; or
 - b. any representation or warranty of the Contractor being or becoming untrue or incorrect.

25.2 MONETARY LIMITATIONS OF INDEMNITY

- 25.2.1 The indemnification by the Contractor pursuant to section 25.1.1 is limited to:
- a. \$2,000,000 per Loss; and
 - b. \$4,000,000 in the aggregate for all Losses.

25.3 EXCEPTIONS TO MONETARY LIMITATIONS

- 25.3.1 The limitations set out in section 25.2 do not apply to a Loss resulting from any or relating to any of the following:
- a. bodily injury, death or damage to real property or tangible personal property;
 - b. third party Intellectual Property Rights;
 - c. a breach of section 22.2 (Privacy and Personal Information), 22.3 (Security), 22.4 (Confidentiality), or 23.1 (Request for access to Province Material) of this Agreement; or
 - d. any third party claim for license or hosting fees owed by the Contractor.

25.4 PROVINCE TO NOTIFY CONTRACTOR OF LOSS

- 25.4.1 To claim indemnification for a Loss pursuant to section 25.1.1, 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.

25.5 THIRD PARTY INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS

- 25.5.1 If the Loss is on the basis of a third party claim that any element of the Contractor Product or Produced Material Infringes the Intellectual Property Rights of any person, then, without limiting section 25.1.1, the Contractor must defend:
- a. 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.
- 25.5.2 If a claim of Infringement of third party Intellectual Property Rights is made, threatened or in either party's reasonable opinion is likely to be made with respect to the Contractor Product or Produced Material, then the Contractor must, at its sole expense, notify the Province in writing and diligently attempt to correct the situation with minimal inconvenience to the Province, and either:
- a. obtain for the Province the rights and waivers to continue using the affected Contractor Product or Produced Material under the terms of this Agreement or other terms acceptable to the Province;
 - b. replace or modify the affected Contractor Product or Produced Material with its functional equivalent of similar quality to avoid the Claim or risk of a Claim (as long as there is no additional cost burden to the Province); or
 - c. if neither option in section a or b is feasible within 90 days or longer period expressly agreed in writing by the Province in its discretion or if the use of the Contractor Product or Produced Material in accordance with this Agreement is enjoined by order of a court or tribunal of proper jurisdiction and authority, refund to the Province all amounts paid with respect to the Contractor Product or the particular affected Produced Material.
- 25.5.3 Nothing in this section 25 obliges the Contractor to indemnify the Province to the extent any claim of Infringement of third party Intellectual Property Rights is based on Province Data imported or uploaded to the ES SaaS by or on behalf of the Province or otherwise provided by the Province to the Contractor.

26 INSURANCE

26.1 INSURANCE

- 26.1.1 The Contractor must comply with SCHEDULE Q (Insurance).

26.2 WORKERS COMPENSATION

- 26.2.1 Without limiting the generality of section 5.2.1.a, 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* (British Columbia) or similar laws in other jurisdictions.

26.3 PERSONAL OPTIONAL PROTECTION

- 26.3.1 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at its 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 (British Columbia) or similar laws in other jurisdictions; and
 - b. such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

26.4 EVIDENCE OF COVERAGE

- 26.4.1 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 this section 26.

27 BUSINESS CONTINUITY PLANS AND FORCE MAJEURE EVENT

27.1 BUSINESS CONTINUITY PLANS

- 27.1.1 The Contractor agrees, at its expense:
- a. to have at all times, to review or test within the period for Implementation Services and not less than annually thereafter, and to revise as necessary, business continuity plans (including disaster recovery) for its Systems and critical facilities, assets, resources and business processes used to provide the Services to the Province that are capable of being implemented promptly in case of a Force Majeure Event or other disruption affecting the Contractor's provision of any of the Services;
 - b. to provide, upon request by the Province, written confirmation of the Contractor's compliance with clause a;
 - c. to provide notice to the Province upon discovery of any deficiencies in its business continuity plans that it does not expect to have addressed within 21 days that might materially impact the Services if the Contractor were to experience a Force Majeure Event or other disruption, including details of the potential impact and when resolution is expected and any interim contingency plan;
 - d. to provide notice to the Province of any activation of the business continuity plans that may have a material impact on Service Levels or other obligations of the Contractor under this Agreement.
- 27.1.2 The Province may from time to time, but no more than once annually, request the Contractor to collaborate in developing a joint plan for risk mitigation for the Services or synchronizing the Province's own business continuity plans with those of the Contractor.

27.2 CONSEQUENCES OF, AND DUTIES DURING, FORCE MAJEURE EVENT

- 27.2.1 Neither party will be in default for failure or delay with respect to its performance to the extent caused by a Force Majeure Event and any time periods for the performance of its obligations will be deemed automatically extended for the duration of the Force Majeure Event, provided that the party claiming a Force Majeure Event gives notice of the particulars to the other party as soon as practicable and makes all reasonable efforts to prevent and control or limit the effect of the Force Majeure Event so as to resume its performance with the least possible delay.

27.3 IMPLEMENTATION OF BUSINESS CONTINUITY PLANS

- 27.3.1 If the Contractor is claiming a Force Majeure Event, the Contractor will promptly implement the business continuity plans contemplated by 27.1.1 applicable to the affected Services or other aspect of the ES Solution unless prevented by the nature of the Force Majeure Event.

27.4 WAIVER OF FEES FOR SERVICE NOT PROVIDED

- 27.4.1 The Province will be excused from paying fees for any Services or other aspect of the ES Solution to the extent not delivered during the period of a Force Majeure Event.

27.5 ALTERNATIVE SERVICE

- 27.5.1 If the Contractor claims a Force Majeure Event, the Province may, but will not be obliged to, exercise one or more of the following options:
- a. agree to a work around plan proposed by the Contractor;
 - b. procure or otherwise obtain alternative services from any other service provider or in-house in replacement for or substitution of the affected Services or other affected aspect of the ES Solution during the period the Force Majeure Event remains in effect;
 - c. if the Force Majeure Event is due to a strike or lockout affecting the Contractor's Personnel, offset or deduct any costs of the alternative services that are in excess of the fees that would otherwise have been payable to the Contractor under this Agreement had there been no labour disruption causing the Force Majeure Event; and
 - d. terminate this Agreement immediately on written notice if the failure or delay in performance caused by one or more Force Majeure Events continues for more than 30 consecutive days or 60 days in aggregate.

28 NOTICES AND OTHER COMMUNICATIONS

28.1 ELECTRONIC SIGNATURE

- 28.1.1 An electronic signature in or attached to or associated with an email will not satisfy a requirement that a writing be signed unless:
- a. the signatory for or on behalf of the party signs by hand the writing that is then scanned and emailed as an attachment in PDF; or
 - b. expressly acknowledged in the writing to constitute the electronic signature of the signatory for and on behalf of the party.

28.2 FORM OF DELIVERY AND DEEMED RECEIPT

- 28.2.1 Any notice, consent, approval, demand or specified written communication given under this Agreement must be in writing unless otherwise set out and, if expressly required in this Agreement, be signed, and will be deemed received, subject to section 28.2.2:
- a. on the date of delivery, if:
 - i. delivered personally, delivered by prepaid, recorded courier or postal delivery service and left with a receptionist or responsible employee of the party;

- ii. emailed in a form capable of being stored indefinitely and printed and, if the notice is in an attachment, is capable of being stored indefinitely and printed and in PDF or other format then acceptable for deliverables in record form; or
 - b. on the fifth Business Day from the date of posting (unless there is a mail disruption in which case it must actually be received) in Canada or the United States, if mailed by prepaid mail, or in any other location, if mailed by prepaid registered or certified airmail,
 - c. to the address and for the attention of the relevant party as set out in SCHEDULE R (Contacts and Addresses for Notices) or such other address or contact as one party notifies the other in writing under this Agreement.
- 28.2.2 If deemed receipt is not within Business Hours in the place of receipt, receipt will be deemed when Business Hours next resume in the place of receipt.

28.3 OTHER COMMUNICATIONS WITH PROVINCE

- 28.3.1 Unless otherwise set out or consented to, the Contractor must direct all other communications with the Province to the Province's Contract Manager.

29 DISPUTE RESOLUTION PROCESS

29.1 DISCUSSION AND NEGOTIATION

- 29.1.1 Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, or in respect of any defined legal relationship associated with it or derived from it, will in the first instance be submitted for discussion and resolution in accordance with the Governance Process.
- 29.1.2 The parties may resolve the dispute through collaborative negotiation during the Governance Process.

29.2 MEDIATION

- 29.2.1 If the dispute is not resolved after exhausting the Governance Process within 10 Business Days of meeting, or such other time as may be agreed, then, on the request of either party, the parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society, unless the Province considers that the dispute is not suitable for resolution by mediation.

29.3 ARBITRATION

- 29.3.1 If any dispute is not resolved through mediation after complying with section 29.1 or not resolved within 30 Business Days of a mediator's appointment, the dispute must, unless the parties otherwise agree in writing, be referred to and finally resolved by arbitration administered by a single arbitrator, who is either a "practicing lawyer" within the meaning of the *Legal Profession Act* or a lawyer of another jurisdiction permitted to practice law in British Columbia under that Act, with the place of arbitration being Victoria, British Columbia, and the arbitration to be conducted in English and under the *Arbitration Act* (British Columbia) and administered by the Vancouver International Commercial Arbitration Centre under its then current rules of arbitration.

- 29.3.2 The Contractor agrees not to unreasonably refuse any request by the Province to consolidate similar ongoing disputes as a result of this Agreement for resolution under a single arbitration.

29.4 EXCEPTIONS

- 29.4.1 Nothing in this section 29 restricts either party from commencing, whether before invoking (if at all) or pending resolution of the dispute in accordance with this section 29, legal or other formal proceedings to the extent available under the *Crown Proceeding Act* (British Columbia) and other applicable laws, to:
- a. apply for any interim relief, injunction or provisional order to protect any Personal Information, Confidential Information or Intellectual Property Rights;
 - b. pursue or defend any legal proceedings involving third parties; or
 - c. preserve any legal right or remedy from expiring due to a limitation period; or
 - d. enforce any arbitration award or order described in clause a.

29.5 MUTUAL OBLIGATIONS DURING DISPUTE RESOLUTION

- 29.5.1 During all negotiations prior to and during mediation, the parties will make bona fide efforts to resolve any dispute amicably and provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate those negotiations, which will be conducted in confidence and on a “without prejudice basis” and may not be introduced into evidence in any arbitration or legal proceedings. However, evidence that is independently admissible or discoverable will not be rendered inadmissible or non-discoverable by virtue of its use during the negotiations. Nothing in this section obliges a party to disclose any information subject to solicitor-client privilege or otherwise protected by applicable law, including the *Freedom of Information and Protection of Privacy Act*.
- 29.5.2 Provided that the Province continues to pay any fees and expenses payable to the Contractor under this Agreement (other than those the Province are disputing) and does not instruct otherwise, the Contractor must continue to provide the Services in accordance with this Agreement while the dispute is being resolved.
- 29.5.3 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 arbitration or mediation other than those costs relating to the production of expert evidence of representation by counsel.

30 TERMINATION

30.1 TERMINATION OF AGREEMENT FOR CONVENIENCE

- 30.1.1 The Province may terminate this Agreement for convenience by giving the Contractor 90 days written notice.

30.2 PAYMENT UPON TERMINATION FOR CONVENIENCE

- 30.2.1 If the Province terminates this Agreement for convenience, the Province will be under no further obligation to the Contractor under this Agreement, except to pay the Contractor the fees and expenses in accordance with section 20 for Services provided in compliance with this Agreement to the effective date of termination. That payment will discharge the Province from all liability to make payments to the Contractor under the terminated Agreement.

30.3 PAYMENT UPON TERMINATION FOR FORCE MAJEURE EVENT

- 30.3.1 Subject to section 27.4, if the Province terminates this Agreement under section 27.5.1.d, the Province must pay the Contractor the fees and expenses in accordance with section 20 for Services provided in compliance with this Agreement to the effective date of termination. That payment will discharge the Province from all liability to make payments to the Contractor under the terminated Agreement.

30.4 TERMINATION FOR CAUSE

- 30.4.1 The Province may terminate this Agreement for cause, with immediate effect, by giving written notice to the Contractor of the particulars, if:

- a. the Contractor has made an irremediable or a fraudulent misrepresentation in this Agreement;
- b. the Contractor has made a negligent or innocent misrepresentation in this Agreement and that is not remedied within 10 Business Days of the written notice or such longer period as the Province may specify;
- c. the Contractor commits any material breach of this Agreement and fails to:
 - i. take material steps to remedy the breach within 7 Business Days, or
 - ii. remedy the breach within 10 Business Days of a written request or such longer period set out in the request;
- d. the Contractor commits any material breach of this Agreement that cannot be remedied; or
- e. an Insolvency Event occurs, but only to the extent such termination is not prohibited by the laws of Canada.

- 30.4.2 A material breach for the purposes of section 30.4.1.c includes any of the following:

- a. a breach of section 4.2.1, 5.2.1, 9.1.1, 18.1, 18.3.1, 18.4.1, 18.7.1, 21.2 - 21.5, 22.2, 22.3, 22.4.1, 22.5.1, 23.1.1, 23.2.1, 26.1.1, 26.2.1, 27.1.1, 31.3.1, 32.2.1 or 32.4.1 of this Agreement;
- b. a breach of any Specification described as mandatory in SCHEDULE F (ES Equipment Specifications) or SCHEDULE H (ES SaaS Specifications), which the Contractor acknowledges was a mandatory requirement in the RFP for its Proposal to be selected;
- c. a breach of SCHEDULE Q (Insurance);
- d. disclosure, or a serious risk of disclosure, of Personal Information contrary to the Freedom of Information and Protection of Privacy Act or this Agreement, including SCHEDULE O (Privacy Protection Schedule);
- e. a breach of SCHEDULE P (Security Schedule); or
- f. persistent breaches of any other obligation under this Agreement capable of being remedied.

- 30.4.3 A material breach for the purposes of section 30.4.1.d includes any of the following:

- a. the Contractor misses Service Level Minimums, whether the same or different, twice in any six consecutive month period, excluding a miss caused by a Force Majeure Event;
- b. the Contractor misses Service Level Targets, whether the same or different, six times in any six consecutive month period, excluding any miss caused by a Force Majeure Event;
- c. any attempted or actual assignment of rights or transfer of obligations under this Agreement by the Contractor without the Province's prior written consent;
- d. any conduct of the Contractor that constitutes fraud or theft against the Province or of any person on the Province's premises or a criminal offence; or

- e. the Contractor's failure to fill Orders completely, accurately and on time more than three times in any 12 month period, excluding failures caused by a Force Majeure Event.
- 30.4.4 Without requirement for recourse to arbitration or legal process and without limiting any other rights or remedies the Province may have, upon the occurrence of a material breach of this Agreement by the Contractor, the Province may take such steps as deemed necessary by the Province, in the Province's sole discretion, to cure such material breach, including but not limited to performing any obligations of the Contractor or procuring or otherwise obtaining similar services from any alternative service providers, on 48 Business Hours notice to the Contractor, during the period of time that such material breach remains uncured and for a reasonable period thereafter.
- 30.4.5 The Contractor may terminate this Agreement to which the material breach relates, for cause, with immediate effect, by giving written notice to the Province of the particulars, if the Province commits any material breach and fail to remedy the breach within 10 Business Days of a written request or such longer period set out in the request.
- 30.4.6 A material breach by the Province for the purposes of section 30.4.5 means the Province's failure to pay to the Contractor any undisputed, correctly invoiced amount due and payable under this Agreement (subject to any contractual or legal right of hold back or set off), of not less than \$100 in amount after the amount has been invoiced a third time and another 20 days have elapsed without the required payment having been made by the Province.
- 30.5 NO OBLIGATION TO INVOKE DISPUTE RESOLUTION PROCESS
- 30.5.1 A terminating party may, but shall not be obliged to invoke the dispute resolution process prior to exercising its termination rights pursuant to this section 30.

31 DUTIES UPON TERMINATION

31.1 TRANSITION OUT PLAN

- 31.1.1 If, as and when requested, the Contractor will update and develop the previously approved framework for a Transition Out Plan and provide the Province with, for the Province's review and approval, a Transition Out Plan that is capable of being implemented.

31.2 RETURN OF PROPERTY

- 31.2.1 Upon the later of the end of this Agreement or, if needed for the Services during the Transition Out Period, the end of the Transition Out Period, the Contractor:
- a. with the co-operation of the Province, which will attend to packaging, collect all ES Equipment of the Contractor;
 - b. deliver to the Province all Province Data in form and format agreed by the Province to the Province, except as the Province instructs to be delivered to the Province's new service providers; and
 - c. deliver all other Province Confidential Information and property of the Province provided to, or obtained or produced by the Contractor in connection with this Agreement, including all records of Personal Information, except as the Province instructs to be delivered to the Province's new service providers.

31.3 TRANSITION OUT SERVICES

- 31.3.1 Upon the end of this Agreement or the end of this Agreement approaching, if instructed by the Province, the Contractor must, at the Contractor's expense if the Province has terminated this Agreement for misrepresentation or material breach and otherwise at time and expenses at the rates set out in SCHEDULE B (Fees and Expenses) (except as set out in this Agreement), carry out the services in the last approved Transition Out Plan (the "Transition Out Plan") and, if none approved by the end of this Agreement, then reasonable assistance and information, which includes unless instructed otherwise by the Province providing the services described in section 9.b, as well as tasks that are customarily part, or reasonably required for the proper performance, of such services (the "Transition Out Services"), during the Transition Out Period to the Province and the Province's selected suppliers (if any) of services, in replacement for the Services to the extent necessary to effect the transition from the Services to replacement Services in a collaborative, orderly, effective and efficient manner with minimal interruption of services, reduction in Service Levels, or disruption to the Province.
- 31.3.2 During the Transition Out Period after the end of this Agreement, the Contractor will continue to provide any Services, as, if and when requested by the Province, at the same terms and conditions and hourly rates and expenses as set out under this Agreement.
- 31.3.3 The Contractor will not unreasonably refuse to agree to extend the Transition Out Period if requested by the Province.
- 31.3.4 For the purposes of sections 31.3.1 and 31.3.2, the applicable hourly rates are those set out in SCHEDULE B (Fees and Expenses) and if none are in effect for the time period set out, then the last applicable hourly rates in effect.

31.4 SURVIVAL OF CERTAIN PROVISIONS

- 31.4.1 The following provisions continue in effect indefinitely after this Agreement ends:
- a. sections 62, 64-70, 89-101, 103-107, 110-117, 118-124, 128-132, 143-153, 163-169, 170-173, 185, 187, 188, SCHEDULE O (Privacy Protection Schedule), and the sections specified in SCHEDULE P (Security Schedule) as continuing;
 - b. any accrued but unpaid payment obligations and any other provisions of this Agreement, which by their terms or nature, are intended to survive the completion of the Services or the end of this Agreement; and
 - c. any provisions of this Agreement required for the proper interpretation of the provisions described in this section.

32 GENERAL

32.1 INDEPENDENT CONTRACTORS

- 32.1.1 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and neither an employee nor partner of the Province, nor, except as may be expressly provided for in this Agreement, an agent of the Province. The Contractor must not act or purport to act contrary to this section.

32.2 PERSONNEL NOT TO BE EMPLOYEES OF PROVINCE

- 32.2.1 The Contractor must not do anything that would result in Personnel hired or used by the Contractor or a Subcontractor being considered employees of the Province.

32.3 CO-OBLIGORS

- 32.3.1 Where the Contractor consists of more than one person, any obligation, representation, warranty or indemnity by the Contractor under this Agreement, unless otherwise set out, binds the persons comprising the Contractor jointly and severally.

32.4 ASSIGNMENT

- 32.4.1 The Contractor must not assign or transfer, either directly, this Agreement or any rights or obligations of the Contractor under this Agreement without the Province's prior written consent.
- 32.4.2 The Contractor must notify the Province immediately of any imminent or actual change in control of the Contractor as soon as legally possible and comply with any conditions the Province imposes as a result.
- 32.4.3 The Province may assign or transfer this Agreement or any rights, or licenses to, or obligations of the Province under this Agreement to any body established or authorized by or under enactment to continue or to perform, in whole or in part, the mandate of the Community Corrections Division or to any "government corporation" as defined in the *Financial Administration Act* (British Columbia), without the Contractor's consent, effective the date specified in or in accordance with the enactment or written notice to the Contractor.

32.5 MODIFICATIONS

- 32.5.1 No amendment or other modification of this Agreement is effective unless in writing, signed by each party's authorized representative.
- 32.5.2 Any additional or replacement terms that the Contractor purports to impose (for example, in a shrink-wrap, click-wrap or browse-wrap agreement), even if in a document incorporated by reference in this Agreement, that conflict with or purport to limit any provision in any body or Schedule of this Agreement, that would impose any obligation of indemnification or guarantee on the Province or those in law for whom it is responsible, or that would otherwise potentially increase the Province's indebtedness or contingent liability, are invalid and unenforceable.

32.6 WAIVER

- 32.6.1 A waiver of any provision of this Agreement 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 provision or breach.

32.7 FURTHER ASSURANCES

- 32.7.1 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, and secure such acts and executed writings from all individuals that are required for the same and who are within the employment or other control of the party. This section does not apply to compel a party to agree to and execute any change proposal.

32.8 REMEDIES

32.8.1 Unless otherwise set out, remedies are cumulative and remedies arising under this Agreement do not exclude remedies provided by law.

32.9 ENTIRE AGREEMENT

32.9.1 This Agreement, together with any documents incorporated by reference in it or made in accordance with this Agreement, constitutes the entire agreement between the parties in relation to its subject matter.

32.10 GOVERNING LAW

32.10.1 This Agreement, including any modification, Order, Service Request or Change Order made under it, and any disputes or claims arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it or derived from it are to be governed by, and are to be interpreted and construed in accordance with, the laws of British Columbia and the federal laws of Canada applicable in the province.

32.11 JURISDICTION

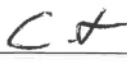
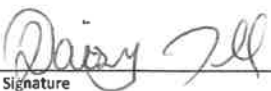
32.11.1 Subject to an agreement to arbitrate, the Contractor consents to jurisdiction and venue in the courts in British Columbia.

32.12 EXECUTION AND DELIVERY OF AGREEMENT



32.12.1 This Agreement and, unless otherwise set out, any modification or change proposal, may be executed in any number of counterparts, each of which, when executed and delivered by a method provided for in section 28.2.1, which must actually be received, is an original, and all of which together have the same effect as if each party had signed the same document.

AGREED by the parties through their duly authorized signatories on the dates below.

For, and on behalf of **Buddi Ltd.**

By: 
Sign
Charles Lewinton
Print Name
CTO
Title

Witness Signature
17/03/2022
Date

For, and on behalf of **Her Majesty the Queen in right of the Province of British Columbia**, as represented by the Minister of Public Safety and Solicitor General

By: 
Sign
Lisa Anderson
Print Name
Assistant Deputy Minister
Title

Witness Signature
21 March 2022
Date

SCHEDULE A – DEFINITIONS

Acronyms

<u>ACRONYM</u>	<u>TERM</u>
CSA	Canadian Standards Association
CSV	comma separated values
ES	electronic supervision
GPS	Global Positioning System
GSM	Global System for Mobile communications
IEC	International Electrotechnical Commission
ISO	International Standards Organization
PDF	Portable Document Format
RF	radio frequency
SMS	Short Message Service
UL	Underwriters Laboratories
ULC	Underwriters Laboratories Canada

Defined Terms

<u>TERM</u>	<u>DEFINITION</u>
"24/7" or "24/7/365"	means 24 hours a day, seven days a week, every day of the year.
"Activated ES Device"	means an ES Device activated by the Province in active or passive monitoring mode by assigning that ES Device to a Client in the ES-SaaS (in contrast to Inactive ES Device).
"Additional Training"	has the meaning given in SCHEDULE D (Services).
"Affiliate"	has the meaning given in the <i>Business Corporations Act</i> (British Columbia).
"Alert"	means an automated notification from an Activated ES Device to the Central Monitoring Unit by way of the Data Centre that: <ol style="list-style-type: none">a Client wearing the ES Device has engaged in an activity of interest;an ES Equipment parameter of interest has changed; orother event requiring notification to Users for review, including any such events described in SCHEDULE F (ES Equipment Specifications).
"Binding Order"	means a legally binding order, whether oral or written, of a Governmental Authority or tribunal of competent jurisdiction.

"Business Day"	<p>means a day other than:</p> <ul style="list-style-type: none"> a. a Saturday or Sunday; b. a "statutory holiday" as defined in the <i>Employment Standards Act</i> (British Columbia); or c. December 26, Easter Monday, or other day in which the Province's government offices are closed to the public for a holiday (in contrast to Service Desk Day).
"Business Hours"	<p>means (in contrast to Service Desk Day):</p> <ul style="list-style-type: none"> a. for the purposes of section 28.2.2 where the place of receipt is the Contractor's location in the United Kingdom, 0830 to 1630 hours local time (Greenwich Mean Time or British Summer Time); and b. for all other purposes, 0830 to 1630 hours Pacific Time on a Business Day.
"Central Monitoring Unit" or "CMU"	means the office in the BC Corrections, Strategic Operations Division, that is staffed by probation officers, who provide supervision to Clients on electronic supervision 24/7/365.
"Change Order"	has the meaning given in section 7.6.1.
"Change Window"	means the time period when changes and releases to the Contractor's Systems may be implemented with minimal impact on Users, which is between the hours of 0200 hours and 0600 hours Pacific Time, each Wednesday, as may be changed pursuant to the change process set out in this Agreement.
"Client"	<p>means an adult that meets all the following criteria:</p> <ul style="list-style-type: none"> a. under supervision with the Community Corrections Division as a result of a conditional sentence, bail supervision, probation, recognizance peace bond, or other court order; b. subject to an electronic monitoring order; and c. assessed by BC Corrections to be a suitable participant in the electronic supervision program administered by the Community Corrections Division and the Strategic Operations Division. <p>A Client wearing an ES Device may be referred to as a "wearer" or "Subject" in the Contractor's standard documentation and ES Software suite of reports.</p>
"Community Corrections Division"	means the Ministry division of that name, as may from time to time be renamed or continued or such other part of the Government or government organization to which the administration of the electronic supervision program for Clients, managed in coordination and cooperation with the Strategic Operations Division, is moved or transferred through machinery of government changes.
"Community Corrections Office"	means a Community Corrections Division field office location and its approximate operating area set out in SCHEDULE G – COMMUNITY CORRECTIONS OFFICES (Community Corrections Offices), as may be changed from time to time (for example, to reflect relocations, closures, new offices, consolidations, and changes to operating areas) on written notice from the Province to the Contractor.

"Competencies"	means the attributes in terms of skills, experience and qualifications applicable for the Role as set out in SCHEDULE K (Roles, Personnel and Subcontractors).
"Confidential Information"	means Province Confidential Information or Contractor Confidential Information, as the context requires.
"Contract Manager"	means the party's manager and representative for notices for this Agreement set out in SCHEDULE R - CONTACTS AND ADDRESSES FOR NOTICES (including the representative's superior and authorized delegates), as may be changed from time to time on written notice to the other party (the Province's Contract Manager referred to as the "Ministry Project Lead" in the RFP).
"Contractor Confidential Information"	means any trade secret, commercial, financial, scientific or technical information of the Contractor that the Contractor both treats as confidential and explicitly supplies in confidence to the Province under this Agreement.
"Contractor Product"	means the hardware, records (including training documentation), software (including code and related documentation included in electronic form as part of the software), Contractor's Systems and other materials in existence prior to the start of the Term or developed independently of this Agreement that is not incorporated or embedded in the Produced Material by the Contractor or a Subcontractor, but is provided to the Province as part of the ES Solution, subject to a license or sub-license granted, obtained for or assigned by the Contractor to the Province.
"Contractor's Systems"	has the meaning given in SCHEDULE P - SECURITY SCHEDULE.
"BC Corrections"	means the Ministry branch of that name, as may from time to time be renamed or continued or such other part of the Government or government organization containing the Community Corrections Division and Strategic Operations Division.
"CS#"	means the Client specific correctional service number assigned by BC Corrections.
"Data Centre"	means a facility housing and including the servers and other equipment to host the ES Solution, including a data centre used for backups of Province Data.
"Effective Date"	means the effective date of this Agreement as first set out above.
"ES Device"	means a single-piece GPS tracking device that integrates with a central processing unit and current standard cellular (voice and data) technology and that attaches around the Client's ankle to provide real-time tracking and Alert notifications.
"ES Equipment"	includes an ES Device and RF Unit, and any ancillary equipment (for example, charger, power supply equipment and any necessary cables) required to operate an ES Device or RF Unit.

"ES SaaS"	means all instances and environments of the web-based ES Software deployed in a Data Centre for the Province's exclusive use, including related hosting, customer support services, and maintenance and system support services, as more particularly described in this Agreement.
"ES Software"	means the object or otherwise executable code of the Contractor proprietary software - including any utilities and any third-party components licensed to the Contractor - made available to the Province by the Contractor as part of the ES Solution.
"ES Solution"	has the meaning given in section 3.1.1.
"Exclusion Zone"	means in relation to a specific Client, a Zone in which that Client must not enter during specified periods.
"Expert Witness Service"	has the meaning given in SCHEDULE D (Services).
"Force Majeure Event"	<p>means an event (other than a lack of funds or a Personnel becoming unavailable for any reason, including illness, injury or death) beyond the reasonable control of the party seeking to be excused by the event including:</p> <ol style="list-style-type: none"> an explosion, fire or flood not caused by the fault or negligence of the party seeking to be excused by the event; a tidal wave, earthquake or other catastrophic element of nature or weather; epidemic or pandemic; an act of war (declared or undeclared), terrorism, insurrection, piracy, riot or civil disorder anywhere in or against Canada; a strike or lockout outside of the organizations of the Contractor and its Subcontractors; a freight embargo; an event caused by the breach of this Agreement of the other party; and a court order that has the effect of discontinuing the further provision or use of the ES Solution or a critical component of it (such as the ES SaaS, or the ES Devices), <p>provided it could not reasonably have been foreseen and either prevented or mitigated through the use of alternative sources, automation or workarounds reasonably available, the adequate testing of systems by the Contractor to provide the Services, or the implementation of disaster recovery and business continuity plans contemplated under section 27.1.1.</p>
"Go Live Date"	means the earliest date the Implementation Services are completed, tested and accepted to enable the Province to activate ES Devices in the production environment, as more particularly described in the Implementation Plan.
"Go Live Milestone"	has the meaning given in section 6.2.2.
"Governance Process"	means the process set out in SCHEDULE N (Governance Process).

“Governmental Authority”	includes any governmental, regulatory or statutory authority, agency or court, at any level, whether domestic or foreign, having competent jurisdiction.
“Hosting Provider”	means a person that provides a platform or hosting service through which the Contractor delivers the services under this Agreement, including User access to the ES SaaS, and that, consequently, must be approved as a Subcontractor.
“Implementation Services”	has the meaning given in section 6.2.1.
“Inactive ES Device”	means an ES Device in the Province’s possession that is not assigned to a Client.
“Incident”	means an unplanned interruption in availability or reduction in quality to any aspect of the ES Solution or functionality, including failure of a configuration item that has not yet impacted a User’s use of the ES SaaS.
“Inclusion Zone”	means in relation to a specific Client, a Zone in which that Client must remain during specified periods.
“Included Training”	has the meaning given in SCHEDULE D (Services).
“Incorporated Material”	means any Contractor (or Subcontractor) records, software (including code) and other 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.
“Infringe” or “Infringement”	includes inducing the infringement of, misappropriation or violation.
“Insolvency Event”	<p>means any of the following:</p> <ul style="list-style-type: none"> a. an order is made, a resolution is passed, or a petition is filed, for the Contractor’s liquidation or winding up; b. 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; c. a bankruptcy petition is filed or presented against the Contractor or a proposal under the <i>Bankruptcy and Insolvency Act</i> (Canada), or equivalent laws in jurisdictions from where the ES Equipment or Services are significantly provided, or is made by the Contractor; d. a compromise or arrangement is proposed in respect of the Contractor under the <i>Companies’ Creditors Arrangement Act</i> (Canada) or equivalent laws in jurisdictions from where the ES Equipment or Services are significantly provided; e. a receiver or receiver-manager, holder of a charge, or other person is appointed for any of the Contractor’s property in Canada or in jurisdictions from where the ES Equipment or Services are significantly provided; f. the Contractor ceases, in the reasonable opinion of the Province, to carry on business as a going concern; g. the Contractor takes advantage of any legislation for protecting debtors from creditors; or h. where the Contractor is a partnership, any step is taken to dissolve the partnership.

“Intellectual Property Rights”	<p>means all proprietary and intellectual property rights of any kind, whether or not registered or registerable or pending application, in Canada or elsewhere, now or hereafter in effect, including:</p> <ol style="list-style-type: none"> rights in copyright, database rights, patents, design patents, industrial designs, integrated circuit topography rights, mask works, semi-conductor chip protection, trade secrets, official marks, trademarks, service marks, trade names, domain names, and website addresses (including goodwill in those marks or names); all rights of a similar nature to clause a that may subsist in Canada or elsewhere; and moral rights as defined in the <i>Copyright Act</i> (Canada) and comparable rights of attribution and integrity of authorship in applicable jurisdictions elsewhere, and the benefit of any waivers of such moral rights.
“ITIL” or “ITIL Practices”	<p>means the proprietary set of best practices publications for information technology services management owned by AXELOS Limited referred to as the “Information Technology Infrastructure Library” or “ITIL” (<i>ITIL</i>® is a registered trade-mark of AXELOS Limited and is registered in the Canadian Intellectual Property Office and other countries).</p>
“Key Role”	<p>means a Role described as a Key Role in SCHEDULE K (Roles, Personnel and Subcontractors) in which the Personnel must be approved by the Province.</p>
“Lost/Damaged ES Equipment”	<p>means a unit of ES Equipment that is lost or damaged through neglect (as opposed to normal wear and tear and normal use), misuse or intentional damage while in the possession of the Province or its Clients for which a lost/damaged and replacement fee can be applied as set out in section 6 of SCHEDULE B – FEES AND EXPENSES.</p>
“Ministry”	<p>means the Ministry of Public Safety and Solicitor General of the Province, as may from time to time be renamed or continued or such other part of the Government or government organization to which the administration of this Agreement is moved or transferred through machinery of government changes.</p>
“Non-material Supplier”	<p>means a third party, including an Affiliate, supplying non-material, ordinary course goods or services that has no access to any Received Material, Personal Information, Province Confidential Information or Province property of any kind, and no role in developing Produced Material or performing Services.</p>
“Optional Service”	<p>means a service defined as an “Optional Service” in SCHEDULE L (Optional Services).</p>
“Order”	<p>means a service order, however named, for specified ES Equipment or other Services be provided under this Agreement.</p>
“Overstock”	<p>means those Inactive ES Devices in excess of the maximum number that may be stored by the Province at no charge and for which a per unit overstock fee may apply.</p>

"Personal Information"	has the meaning given in SCHEDULE O - PRIVACY PROTECTION SCHEDULE.
"Personnel"	means an individual involved in providing any Services for or on behalf of the Contractor including: <ul style="list-style-type: none"> a. a subcontractor if an individual, and b. an employee or volunteer of the Contractor or of a subcontractor.
"PRINCE2"	means the process-driven project management methodology referred to as "Projects In Controlled Environments, version 2" or its acronym (<i>PRINCE 2</i> ® is a registered trademark of AXELOS Limited and is registered in the Canadian Intellectual Property Office and other countries) that has become a <i>de facto</i> best practice, as refreshed or revised from time to time.
"Priority"	means the category used to identify the relative importance of an Incident or Problem, based on urgency and impact as set out in SCHEDULE J – SERVICE LEVEL MEASUREMENT.
"Problem"	means a cause of one or more Incidents.
"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.
"Proposal"	has the meaning given in recital B.
"Province"	means Her Majesty the Queen in right of the Province of British Columbia.
"Province Confidential Information"	means all Province Data, User identification, meta data as a result of Users' use of the ES SaaS, and all other information in the Province Material, including any information accessed or obtained by the Contractor (including by a Subcontractor), whether verbally, electronically or otherwise, as a result of this Agreement.
"Province Data"	means: <ul style="list-style-type: none"> a. all Alerts and all other monitoring data received from Activated ES Devices and processed by or through the ES SaaS; b. all data or other information imported, created or input into the ES SaaS by the Contractor on behalf of the Province or by Users; and c. all information derived from clauses a or b, including data, reports or other information processed, generated, displayed or output from the ES SaaS for or on behalf the Province, including backups.
"Province Material"	means the Produced Material, Received Material and Province Data.
"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, and may include Province Data.

"RF Unit"	means a transmitter at a known location, which transmits a continuous or periodic radio signal with limited information content (for example, its identification or location), on a specified radio frequency.
"RFP"	has the meaning given in recital A.
"Role"	means a role described in SCHEDULE K (Roles, Personnel and Subcontractors) required to be filled by a Personnel having the responsibilities and attributes in terms of skills, experience and qualifications if any described in that Schedule or otherwise agreed.
"Root Cause Analysis"	means the activity that identifies the root cause of particular Incidents or problems causing one or more Incidents or Service Level Misses.
"Service Desk"	means the Contractor's single point of contact for managing Incidents and Service Requests set out in SCHEDULE R - CONTACTS AND ADDRESSES FOR NOTICES, as the Contractor may change from time to time by prior written notice to the Province.
"Service Desk Day"	means 24/7/365.
Service Failure Analysis"	means the time-constrained activity or technique that identifies underlying causes of one or more Service Level Misses and opportunities to improve the processes and tools used in providing the Services.
"Service Level"	means the measured and reported achievement against the applicable Service Level Target.
"Service Level Minimum"	means the specific, measurable, achievable, relevant and time-bound minimum requirement that must be met for a specific Service set out in SCHEDULE J (Service Level Agreement) based on the Province's requirements for the Service to meet its business critical objectives.
"Service Level Miss"	means a missed Service Level Minimum or a missed Service Level Target.
"Service Level Report"	has the meaning given in section 17.3.1.
"Service Level Target"	means the specific, measurable, achievable, relevant and time-bound target for a specific Service set out in SCHEDULE J (Service Level Agreement) based on the Province's requirements for the Service to meet its business critical objectives.
"Service Request"	means an Incident report or other request for Customer Support Services.
"Services"	means the services described in this Agreement, including SCHEDULE D (Services) that are ordered, requested or otherwise authorized by the Province to be provided under this Agreement, including tasks that are customarily part, or reasonably required for the proper performance, of such services, whether or not requested, data return and Transition Out Services. Services exclude Optional Services.

"Specifications"	means the manufacturer's specifications and the specifications described in SCHEDULE F (ES Equipment Specifications) and SCHEDULE H (ES SaaS Specifications) that apply to the particular ES Equipment or ES SaaS.
"Standard Shipping"	has the meaning given in SCHEDULE B (Fees and Expenses), section 1.
"Strategic Operations Division"	means the Ministry division of that name, as may from time to time be renamed or continued or such other part of the Government or government organization to which the administration of the electronic supervision program for Clients, managed in coordination and cooperation with the Community Corrections Division, is moved or transferred through machinery of government changes.
"Subcontractor"	means a person, including a person named in or deemed to be added in SCHEDULE K (Roles, Personnel and Subcontractors) as a "Subcontractor", performing any obligations of the Contractor under this Agreement, including the provision of any part of the ES Solution, whether as the Contractor's Affiliate or as the Contractor's direct or indirect subcontractor, but excluding a Non-material Supplier. For greater certainty, a Hosting Provider is a Subcontractor for the purposes of this Agreement, except to the extent the Hosting Provider may fall within the definition of a "Third Party Hosting Provider" within the meaning of SCHEDULE O (Privacy Protection Schedule) for the limited purposes of that Schedule.
"Support Services"	has the meaning given in SCHEDULE D (Services).
"Systems"	has the meaning given in SCHEDULE P (Security Schedule).
"Term"	means the term of this Agreement described in section 2.1.1.
"Tier 2 Support"	means the second level in a hierarchy of support groups involved in the resolution of Incidents and investigation of Problems.
"Tier 3 Support"	means the third level in a hierarchy of support groups involved in the resolution of Incidents and investigation of Problems, with this level containing the most specialist skills or time or other resources.
"Transition Out Period"	means the period commencing the date on the end of the Term (or such earlier date agreed in the last approved Transition Out Plan) and ending no later than 120 days after the end of the Term.
"Transition Out Plan"	has the meaning given in section 31.1.1.
"Transition Out Services"	has the meaning given in section 31.3.1.
"UBIN"	means the unique alphanumeric identifier applied by the manufacturer to each unit of ES Equipment to distinguish it from other units of the same or different model.

"User"	means an individual, such as a probation officer or other person appointed under the <i>Correction Act</i> (British Columbia) or a system administrator, authorized by BC Corrections to access and use the ES SaaS for electronic supervision or administrative purposes.
"WorkSafeBC"	means the workers' compensation board continued under the <i>Workers' Compensation Act</i> (British Columbia).
"Zone"	means a geographic area definable in the ES SaaS by the User intended to trigger an Alert by way of initial notification to the Data Centre if the boundaries are traversed by the Client wearing the ES Device during the times defined in the ES SaaS by the User.

SCHEDULE B – FEES AND EXPENSES

DEFINITIONS

1. In this Schedule, unless otherwise set out,

“Fiscal Year”	means the fiscal year of the Province (April 1 to March 31);
“Standard Shipping”	means: <ul style="list-style-type: none">a. when the Province is not subscribing to Distribution Centre services, door-to-door shipping and delivery by a service shipping internationally by air and usually having an estimated service delivery of four to seven Business Days andb. when the Province is subscribing to Distribution Centre services, door-to-door shipping and delivery by:<ul style="list-style-type: none">(i) Canada Post’s Priority service;(ii) courier service with delivery within next two Business Days; or(iii) other alternative service acceptable to the Province.
“Year”	refers to a 12-month contract year during the Term, with “Year 1” commencing on the Go Live Date.

MAXIMUM AMOUNT PAYABLE

2. Despite any other provision of this Schedule, the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 20.2.1.b of this Agreement) is seven-hundred and fifty thousand dollars (\$750,000.00) per Fiscal Year, prorated for each partial Fiscal Year at the beginning and end of the Term and for the Transition Out Period. Any change to the maximum amount may only be by written amendment to this Agreement.

FEES

ALL

3. Fees to be paid at the rates in sections 4 through 8 below for the following Services provided by the Contractor during the Term and the portion of the Transition Out Period as may survive the Term. All fees are inclusive of duties and, unless otherwise set out in this Agreement all shipping (including taxes and duties) and other costs and risk to the Province’s specified location, but are exclusive of the taxes described in section 20.2.1.b of this Agreement.

VARIABLE DAILY FEES

4. Subject to section 5, the all-inclusive daily fees for provision, access and use of ES Equipment and Services, including the ES-SaaS and return Standard Shipping of ES Equipment, are payable monthly in arrears and are as set out in the tables below.

TABLE B4-1 DAILY FEE PER ES DEVICE

Per day ES Device is in specified state	Initial Term Daily Fee			Extension Term (if any) Daily Fee		
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Per Activated ES Device	\$8.20	\$8.20	\$8.20	\$8.83	\$9.05	\$9.28
Per Inactive ES Device, first 200	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Per Overstock - i.e., in excess of 200 Inactive ES Devices	\$2.70	\$2.70	\$2.70	\$2.91	\$2.98	\$3.05

TABLE B4-2 DAILY FEE PER ADDITIONAL ES EQUIPMENT

Additional ES Equipment	Initial Term Daily Fee			Extension Term (if any) Daily Fee		
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Per <i>Smart Beacon</i> RF Unit	\$8.40	\$8.40	\$8.40	\$8.40	\$8.40	\$8.40

5. The fees set out in Tables B4-1 and B4-2 are subject to increase upon written notice from the Contractor to the Province, but only to the extent necessary to pass on any increase in Standard Shipping rates as published or otherwise publicly notified by the postal service, courier or other shipping carrier. Upon request by either party, the parties acting reasonably will reflect any change in Standard Shipping rates in an amendment to this Agreement in accordance with section 32.5.1.

LOST/DAMAGED ES EQUIPMENT AND REPLACEMENT FEES

6. The non-recurring fees for lost/damaged ES Equipment and replacement are set out in the table below.

TABLE B6-1 –FEES FOR LOST/DAMAGED ES EQUIPMENT AND REPLACEMENT

Lost/Damaged ES Equipment	Fee (not including shipping charge for replacement)
<i>Smart Tag</i> ES Device	\$800.00
On-Body-Charger	\$220.00
On-Body-Charger Dock	\$220.00
<i>RF Beacon</i> RF Unit	\$300.00
<i>Smart Beacon</i> RF Unit	\$1000.00
Removal Tool	\$1400.00
Optional Enhanced/Secure Strap ¹	\$50.00

Notes:

¹ Fee applies to new order as well.

TIME-BASED FEES FOR ADDITIONAL SERVICES

7. Fees for Additional Services are at time and expenses at the hourly rates set out in the table below and are payable monthly in arrears.

TABLE B7-1 – HOURLY RATES FOR ADDITIONAL SERVICES

Service	Initial Term	Extension Term
Expert Witness	\$36.00 / hour ¹	²
Additional Training	\$250.00 / hour ¹	²

Notes:

¹ Rate assumes an 8 hour maximum day.

² After Year 3, the Contractor will be entitled to increase its hourly rates upon written notice to the Province provided that:

- Contractor provides the Province with written notice of such increase at least ninety (90) days prior to the effective date of such increase;
- such increases occur no more frequently than once per Year; and
- the amount of such increase shall not exceed the lesser of:
 - the percentage rate of increase for the immediately preceding 12-month period in the Consumer Price Index, All items, Canada, or, if such index is not available, such other index as the parties may agree most closely resembles such index; or
 - five percent (5%).

8. Fees for any Expert Witness Service provided by the Contractor after the Transition Out Period will be as mutually agreed, exclusive of the taxes described in section 20.2.1.b.

FEES FOR SERVICE OPTIONS

9. Fees for the following service options, as further described in SCHEDULE D – SERVICES, if requested by and provided to the Province pursuant to a Change Order are at the applicable fixed annual fees as set out in the table below and will be divided into monthly amounts and payable monthly in arrears.

TABLE B9-1 – ANNUAL FEE

Service option	Initial Term Annual Fee			Extension Term (if any) Annual Fee		
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Distribution Centre services ^{1, 2}	\$124,580.00	\$124,580.00	\$124,580.00	\$127,695.00	\$130,886.00	\$134,159.00
ES-SaaS Separate instance with Province-managed encryption keys	\$105,000.00	\$105,000.00	\$105,000.00	\$107,624.00	\$107,624.00	\$107,624.00

Notes:

¹ After Distribution Centre service has commenced, the Province may terminate the Distribution Centre service for convenience by giving the Contractor 12 months written notice.

² If any continuation of Distribution Centre services beyond the Term of this Agreement is required a minimum of 90 days notice is required and also the length of any such continuation being for a minimum of 12 months.

EXPENSES

10. Subject to sections 5 and 6, the following expenses may be allowable expenses when supported by receipt (except where not required by the Province) and the Province's authorizes:

- a. Services on a time and expenses basis:
 - i. for travel on official business pre-approved by the Province greater than 32 kilometers away from the location in British Columbia the Province requires performance of the Services:
 - (1) if not using the then current hotels and rates approved by the Province at the following web site: <http://csa.pss.gov.bc.ca/businesstravel/>, commercial accommodation expenses not exceeding for locations in British Columbia the following rates and for other locations rates not exceeding the accommodation rates the Province pays its Group II employees when they are away from their usual work place on approved government business.
 - (2) meal expenses, not exceeding the meal expenses the Province pays its Group II employees when they are away from their home work location on approved government business;
 - (3) other pre-approved travel expenses, on the same basis as the Province pays its Group II employees when they are away from their home work location on approved government business; and
 - ii. for Expert Witness Service,
 - (1) disbursements for long distance telephone, courier and other identifiable communication expenses;
 - (2) disbursements for which the Province has expressly pre-approved in writing; and
- b. urgent delivery for ES Equipment requested in an Order by the Province:
 - i. actual cost of expedited shipping charges incurred by the Contractor from the carrier in excess of the Standard Shipping charges that would otherwise have then applied,

excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in above in this section 10 to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

11. In no event will the Province pay for the following:

- a. fees and disbursements for work performed by researchers, librarians, secretaries, administrative assistants, computer operators, bookkeepers, corporate and other records clerks and word processing operators;
- b. fees and disbursements for typing, clerical or secretarial work;
- c. disbursements for which no receipt is provided to the Province except as permitted by this Agreement;
- d. statutory fees for which the Province is exempt from paying;
- e. charges for opening, closing, maintaining or storing a file; and
- f. miscellaneous travel expenses including gratuities, portage, dry cleaning and personal telephone calls.

INVOICES

12. To obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province, to the attention of the Province's Contract Manager or such other billing contact as the Province may direct, a

written invoice, monthly for all Services provided to the Province in the previous monthly billing period, in a form and format satisfactory to the Province.

13. Each invoice must set out:

- a. the Contractor's legal name and address;
- b. the date of the statement, and, if applicable, the billing period to which the statement pertains;
- c. the Contractor's detailed calculation of all fees claimed for the billing period, including a declaration;
- d. in the case of unit-based Services or ES Equipment, unit description and applicable UBIN, quantity and, if applicable, the Services period;
- e. in the case of time and expenses Services, all hours worked and on which dates, by Role and by Personnel, on which Services, for the Services provided during the billing period and, as applicable to the calculation, a description of the applicable unit price, rate or minimum amount;
- f. a chronological listing, in reasonable detail, of any allowable expenses claimed by the Contractor with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any goods and services tax ("GST") or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- g. the Contractor's calculation of all applicable taxes payable by the Province in relation to the Services;
- h. a description of this Agreement to which the statement relates (for example, the Province's Ministry Contract Number);
- i. a statement number for identification; and
- j. any other billing information reasonably requested by the Province.

PAYMENTS DUE

14. Within 30 days of the Province's receipt of the Contractor's written invoice delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes), claimed in the statement if they are in accordance with this Agreement, including this Schedule. Invoices or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

SCHEDULE C – TAX VERIFICATION SCHEDULE

1. In this Schedule:

“Tax Verification Letter” means a letter issued by the Province of British Columbia’s Ministry of Finance verifying that the Contractor meets its applicable B.C. corporate income tax filing obligations and provincial sales tax (PST) filing and payment obligations; and

“Valid” means that the Tax Verification Letter’s period of validity, as indicated on the Tax Verification Letter, has not ended.

2. As a condition of entering into this Agreement, the Contractor provided to the Province a Valid Tax Verification Letter.
3. Upon request by the Province, the Contractor must provide the Province with a new Valid Tax Verification Letter. Notwithstanding any other provision of this Agreement, the Contractor acknowledges and agrees that any extension or renewal of this Agreement is conditional upon the Province having, or receiving from the Contractor in response to a request from the Province, a Valid Tax Verification Letter prior to any such extension or renewal.

SCHEDULE D – SERVICES

A. IMPLEMENTATION SERVICES

1. The Contractor will provide Implementation Services, which the Contractor will address in the implementation plan and provide in accordance with an implementation plan as described in section 6 of this Agreement, at no charge, that include:
 - a. project management, clarifying working relationships, scope of responsibilities and any dependencies between the Contractor, the Province and its outgoing service provider to effectively transition electronic monitoring of Clients from the current service provider to the new ES Solution;
 - b. provision of all ES Equipment for the ES Solution in the quantities and at the locations set out in the implementation plan or one or more different Orders by the Province;
 - c. hosting the ES Software in Data Centres solely within Canada;
 - d. identifying any deficiencies or problems with the Contractor's Systems required for the ES Solution, with the installation of the ES Software, or with configuration of the ES SaaS, and, if any identified, provide a resolution and work to resolve the issues to ensure the successful completion of implementation;
 - e. consulting and collaborating with the Province on the provision of any changes or upgrades which may have an impact on any Province System;
 - f. if requested by the Province, importing or linking legacy data of existing Clients under electronic supervision that would continue under electronic supervision into the ES SaaS;
 - g. implementing, configuring, data loading, and testing successfully the ES Solution, including:
 - i. Province review of Contractor set system configurations, including choices amongst types of system accounts, access to system configurations, account configurations, User groups, rules for Alerts, terminology, set reports, device profiles, and other additional requests;
 - ii. assisting the Province in establishing an initial set of data within the ES SaaS, including schedules, Client information templates, and other relevant data required to initiate electronic supervision of Clients wearing the Contractor-supplied ES Devices;
 - iii. designing, constructing and implementing an initial set of reports for the Province as described in SCHEDULE I – ES SAAS REPORTS;
 - iv. designing, constructing and implementing an initial set of standard Province notifications, Alert messages and information bulletins;
 - v. selecting, configuring and loading an initial set of geospatial data, including the Province's library in excess of 10,000 Exclusion Zones into the ES SaaS; and
 - vi. User acceptance testing and sign-off process;
 - h. initial training that includes the training services and materials described as further described below and in section B.
2. The Contractor will provide options for an implementation, change management and training plan that may include:
 - a. train-the-trainer;
 - b. onsite classroom;

- c. online;
 - d. web conferencing;
 - e. ES Equipment;
 - f. manuals/documentation and initial site support for Ministry staff;
 - g. Clients; and
 - h. system administrators.
3. The Contractor will provide initial training for 17 Province trainers (in other words, "train-the-trainer" training) that will provide them with a thorough understanding of the ES Devices and the ES SaaS enabling these trainers to effectively deliver the following training:
- a. a detailed description of the functionality and operations of the ES Devices, including GPS and RF modes of operation;
 - b. the correct installation, activation, testing and removal of ES Devices on and/or from a Client;
 - c. the correct installation, activation, testing and removal of RF Units; and
 - d. the configuration, management and use of the ES SaaS including ES Device management, maps and Zone management, Alert management and the User account management;
- to the following groups of Users:
- a. system administrator Users;
 - b. other Users.
4. The Contractor will provide the initial "train-the-trainer" training sessions on site at any Province location in Victoria as the Province may request. For clarity, the Contractor will not charge any travel expenses to the Province to provide such initial training.
5. Upon mutual agreement, training may be delivered virtually.

B. ONGOING SERVICES

6. From the Go-Live Date the Contractor will provide the Services in this section B at no additional charge to the Province.

Included Training

7. "Included Training" includes the provision during the Term of:
- a. the ES SaaS or ES Software on environments that the Province can use for training and/or testing purposes;
 - b. training environments that provide the functionality and capabilities that exist in the production environment for the ES SaaS;
 - c. training and documentation for the base ES Solution;
 - d. training within 20 Business Days of request from the Province;
 - e. five functioning ES Devices dedicated for training purposes;

- f. training and any combination of training documentation and other materials that reflect the ES Solution as configured or provided, or to be configured or provided, at the applicable time;
 - g. prior to any update, upgrade, enhancement or other modification, or replacement to the ES Equipment or ES SaaS functionality, the Contractor will provide 30 days-notice to the Province and within the same 30 day notice period provide the following to the Province:
 - i. written documentation; and
 - ii. training if the modifications or replacements to features or functions are substantial enough that the Province decides that Users require additional training;
 - h. training documentation (for example, training manuals and training plans) and other materials in English;
 - i. training documentation and other materials in electronic format for the following types of training:
 - i. User training;
 - ii. systems administrator User training; and
 - iii. train-the-trainer training;
 - j. the separate rights to translate, reproduce and modify any and all training documentation and other materials.
8. At the Province's option for any particular Included Training, the Contractor will conduct the training either in person or online via video conference, depending on travel restrictions and the Province's needs at the time, and
- a. if to be online via video conference, the Contractor will send a link to the "room" in advance to the expected attendees provided by the Province; and
 - b. if to be in person, the Contractor will coordinate with the Province to book and confirm the training room after the Province has confirmed the location.
9. Without limiting the generality of section 7.i, the Contractor will make available for download from the ES SaaS then current training material, such as a live HTML user manual for both the ES Software and ES Equipment, and quick start guides or reminder guides to direct knowledge to specific areas.

Customer Support Service

10. Customer Support Service for the ES-SaaS and ES Equipment includes:

- a. online context sensitive help available to Users via online help documents, videos and a search facility of the online knowledge database, all accessible from the ES-SaaS;
- b. a single point contact, toll-free number for the Service Desk as set out in SCHEDULE R (Contacts and Addresses for Notices), which will accept Service Requests, 24/7/365, to resolve Incidents, accept repair services or provide other Customer Services or Maintenance and Support Services, subject to any limitations on who may make Service Requests on behalf of the Province, as may be specified in a Change Order, such that a qualified technical support resource responds to a Ministry request within a maximum of 10 minutes;
- c. Tier 2 Support and Tier 3 Support through the Service Desk, available during each Service Desk Day that complies with ITIL and includes:
 - i. a communication and escalation process for resolving emergency or standard Tier 3 Support issues; and

- ii. where ES Equipment cannot be replaced within the specified timelines, a proposed plan of resolution (within 48 hours) for approval by the Province;
- d. a quarterly report for each month summarizing Incidents, Problems and resolutions provided by the Contractor including response times; and
- e. assistance customizing reports or development of custom reports as described in SCHEDULE I – ES SAAS REPORTS.

Maintenance and System Support Services

11. Maintenance and System Support Services for the ES Solution includes:

- a. repair, replacement of equipment, parts or systems, upgrades (in compliance with the applicable ES Equipment Specifications) and ongoing support of the communication system;
- b. maintenance and upgrades (including security patches) to improve the ES Solution and align with and support similar patches, upgrades and improvements to the Province of BC infrastructure;
- c. the coordination of any changes to any components of the ES Solution with the Province to ensure that there is minimal impact on Province operations and that the Contractor consults and collaborates with the Province on any changes or upgrades that may have an impact on any of the Province's Systems;
- d. the provision of change management plans described in section 7.1;
- e. notices of planned or emergency outages as set out in section 7.2;
- f. the provision of the monthly reports described in section 7.3.2;
- g. return and replacement of any ES Device or other unit of ES Equipment not functioning as intended;
- h. return and replacement of ES Devices or other ES Equipment with chronic or persistent faults as described in section 12.2.2;
- i. backup and data restoration in accordance with the applicable Specifications in SCHEDULE H; and
- j. the provision of manuals and guides for equipment maintenance, cleaning and testing of ES Equipment, which do not require scheduled maintenance, by the Province.

Geospatial data update loading

- 12. As, if and when requested, the Contractor will select, configure and load updated or revised geospatial data into the ES SaaS.

C. AS, IF AND WHEN REQUESTED, TIME AND EXPENSES SERVICES

Additional Training

- 13. From the Go-Live Date, the Contractor will provide additional training not described as being in Included Training pursuant to an Order at time and expenses as set out in SCHEDULE B – FEES AND EXPENSES within 20 Business Days of a request.
- 14. At the Province's option for any particular Additional Training, the Contractor will conduct the training either in person or online via video conference, depending on travel restrictions and the Province's needs at the time, and
 - a. if to be online via video conference, the Contractor will send a link to the "room" in advance to the expected attendees provided by the Province; and

- b. if to be in person, the Contractor will coordinate with the Province to book and confirm the training room after the Province has confirmed the location.

"Expert Witness Service"

15. Expert Witness Service includes the provision of a Personnel with the Competencies to perform the Role of Expert Witness, both during and after the Term and Transition Out Period, to:
- a. prepare either or both expert witness reports, which may be quality checked by a second Personnel before delivery to the Province, and provide expert witness testimony concerning electronic supervision; any aspect of the ES Solution provided, including any tools, ES SaaS or ES Equipment or other software and hardware used and any physical damage to ES Equipment; geospatial data interpretation; and any data or other reports generated by the ES Solution or provided by the Contractor;
 - b. assist the Province in analyzing a case; and
 - c. attend or appear in court or other formal proceedings to assist the Province.

D. SERVICE OPTIONS

16. The following service options may be provided only pursuant to a Change Order at the applicable fees set out in SCHEDULE B – FEES AND EXPENSES:
- a. Distribution Centre services; and
 - b. ES-SaaS separate instance with Province-managed encryption keys.

Distribution Centre services

17. A Change Order to provide Distribution Centre services under this Agreement will specify the location for the Distribution Centre.
18. Distribution Centre services will, despite any provisions in this Agreement to the contrary:
- a. enable the Province to specify any Community Corrections Office or other Province location (such as the Central Monitoring Unit) for delivery of ES Equipment in an Order;
 - b. enable the Province to submit Orders by email directly to the Distribution Centre; and
 - c. enable the Province to contact the Distribution Centre for returns of ES Equipment and to specify any Community Corrections Office or other Province location as the pick-up location for the particular return, together with a Province contact at that pick up location.

Separate instance with Province-managed encryption keys

19. If a Change Order is entered to provide to the Province the service supplement option in section 16.b of this Schedule, the Contractor must allow the Province to manage encryption keys in accordance with sections 23.b and c. of SCHEDULE P – SECURITY SCHEDULE.

SCHEDULE E – ES EQUIPMENT AND ES DEVICE STRAP SIZES

ES EQUIPMENT AVAILABLE FOR ORDER

1. Orders for ES Equipment may include any number of any of the following:
 - a. ES Device with affixed strap in the size ordered);
 - b. strap for ES Device in the size ordered;
 - c. ES Device without any strap;
 - d. replacement on-body-charger (“OBC”) to charge the battery in the ES Device;
 - e. replacement charging dock for OBC;
 - f. replacement single-use, disposable locking plates (pair) for the ES Device;
 - g. RF Unit required for the ES Device, specifying RF Unit model (for example, *RF Beacon* or *Smart Beacon*);
 - h. RF Unit for additional location;
 - i. replacement or extra removal tool; and
 - j. any other consumables required for any particular ES Equipment to function as intended.

ES DEVICES

2. To fully function and be trackable through the ES SaaS, each ES Device that is a *Smart Tag* requires the following:
 - a. an ES Device;
 - b. a strap, available in different sizes and strengths;
 - c. an on-body-charger to charge the battery in the ES Device;
 - d. a charging dock for the on-body-charger; and
 - e. two single-use, disposable locking plates.

STANDARD STRAP SIZES

3. ES Devices with affixed straps and replacement straps are available for Order without a custom order in the sizes set out in the table below, which includes the Contractor’s estimated percentage of clients each strap size fits.

TABLE E3-1 – STANDARD STRAP SIZES

Size Cm	Size Inches	Group	Estimated Client %
19	7.5	Outsize	2
20.5	8	Ex Small	8
21.5	8.5	Small	15
23	9	Core	25
24	9.5	Core	20
25.5	10	Core	15
26.5	10.5	Core	7
28	11	Large	5
29	11.5	XL	2
30.5	12	XXL	1
32	12.5	XXXL	0
33	13	Outsize	0
35.5	14	Outsize	0
38	15	Outsize	0
40.5	16	Outsize	0

4. The Contractor agrees to provide, at no additional charge five replacement straps in sizes set out in Table E3-1 – Standard Strap Sizes) for the ES Devices to each Community Corrections Office, pursuant to an Order.
5. The Contractor offers straps with a choice of breaking strain: standard or enhanced.

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SCHEDULE G – COMMUNITY CORRECTIONS OFFICES

Office #	City / Town	Address	Approximate Operating Area (Radius)	Additional Areas Covered (Except as set out in Service exceptions and limitation)	Percentage Coverage ¹	Service exceptions and limitations
1	Vancouver Court	275 East Cordova Street, Vancouver, BC V6A 3W3	25 km	Bella Bella and Klemtu	100	
2	Vancouver West	202 - 1855 Burrard Street, Vancouver, BC V6J 3G9	25 km		100	
3	Vancouver South	1308 South East Marine Drive Vancouver, BC V5X 4K4	25 km		100	
4	Vancouver East	1311 Commercial Drive, Vancouver, BC V5L 3X5	25 km		100	
5	Richmond	7577 Elmbridge Way, Richmond, BC V6X 4J3	25 km		100	
6	North Shore	233 West 1st Street, North Vancouver, BC V7M 1B3	50 km	Bowen Island, Horseshoe Bay, Lions Bay, North Vancouver and West Vancouver	100	
7	Burnaby	4425 Ledger Avenue, Burnaby, BC V5G 3T2	75 km		100	
8	New Westminster	80A Sixth Street, New Westminster, BC V3L 5B3	50 km		100	
9	Tri-Cities	2610 Mary Hill Road, Port Coquitlam, BC V3C 3B2	50 km	Belcarra, Coquitlam, Loco, Port Coquitlam and Port Moody	100	
10	Surrey North	10475 138 Street, Surrey, BC, V3T 4K4	50 km		100	
11	Surrey South	13545 64th Avenue, Surrey, BC V3W 1Y2	75 km	Newton, South Surrey and White Rock	100	
12	Delta/ West Surrey	8285 120th Street, Delta, BC V4C 6R1	50 km	Ladner, North Delta, Tsawwassen and West Surrey	100	
13	Surrey East	15955 Fraser Highway, Surrey, BC V4N 0Y3	50 km	Fleetwood and Guildford	100	
14	Langley	5755 Glover Road, Langley, BC V3A 8H4	100 km	Aldergrove, Cloverdale and Surrey	100	
15	Maple Ridge	11996 Edge Street, Maple Ridge, BC V2X 9Y6	100 km	Pitt Meadows	100	

Office #	City / Town	Address	Approximate Operating Area (Radius)	Additional Areas Covered (Except as set out in Service exceptions and limitation)	Percentage Coverage ¹	Service exceptions and limitations
16	Victoria	836 Courtney Street, Victoria, BC V8W 9J1	25 km	Esquimalt and Oak Bay	100	
17	Saanich	3965 Quadra Street, Victoria, BC V8X 4R6	25 km	Central Saanich, Galiano Island, Gulf Islands, Mayne Island, North Saanich, Pender Island and Sidney	100	
18	Western Communities	1756 Island Highway, Victoria, BC V9B 1H8	100 km	Jordan River, Langford, Metchosin, Port Renfrew, Sooke and View Royal	100	
19	Duncan	205B Boundary Street, Duncan, BC V9L 1Y3	300 km	Chemainus, Cobble Hill, Crofton, Kuper Island, Ladysmith, Lake Cowichan, Malahat, Mill Bay, Nitinaht, Penelakut, Salt Spring Island, Shawnigan Lake and Youbou	90	Nitinaht No Coverage
20	Nanaimo	17 Church Street, Nanaimo, BC V9R 5H5	150 km	Cassidy, Coombs, Errington, Gabriola Island, Lasqueti Island, Lantzville, Nanoose, Parksville and Qualicum Beach	100	
21	Port Alberni	3019 4th Avenue, Port Alberni, BC V9Y 2B8	200 km	Ahousaht, Bamfield, Hot Springs Cove, Kildonan, Opitsaht, Tofino and Ucluelet	100	
22	Courtenay	420 Cumberland Road, Courtenay, BC V9N 5M6	100 km	Black Creek, Bowser, Comox, Cumberland, Denman Island, Fanny Bay, Hornby Island, Merville, Royston and Union Bay	100	
23	Powell River	6953 Alberni Street, Powell River, BC V8A 2B8	75 km	Lund, Saltery Bay and Texada Island	100	
24	Campbell River	1180 Ironwood Road, Campbell River, BC V9W 5P7	200 km	Cortez Island, Kelsey Bay, Kyuquot, Gold River, Quadra Island, Sayward and Tahsis	80	Kyuquot, Quadra Island No Coverage

Office #	City / Town	Address	Approximate Operating Area (Radius)	Additional Areas Covered (Except as set out in Service exceptions and limitation)	Percentage Coverage ¹	Service exceptions and limitations
25	Port Hardy	9250 Trustee Road, Port Hardy, BC V0N 2P0	75 km	Alert Bay, Holburg, Kingcome Inlet, Port Alice, Port McNeill, Sointula, Woss, Zeballos and Winter Harbour	75	Kingcome Inlet, Zeballos and Winter Harbour No Coverage
26	Sechelt	5710 Teredo Square, Sechelt, BC V0N 3A0	100 km	Egmont, Gambler Island, Gibsons, Halfmoon Bay, Langdale, Madeira Park, Pender Harbour, Port Mellon, Roberts Creek	90	Gambler Island LTE only
27	Squamish	38077 Second Avenue, Squamish, BC V8B 0B4	125 km	Brittania Beach, D'Arcy, Baptiste Smith, Mt. Currie, Pemberton, Whistler, Brackendale and Garibaldi Highlands	85	D'Arcy, Baptiste Smith No Coverage
28	Abbotsford	32375 Veterans Way, Abbotsford BC V2T 0K1	100 km	Mission	100	
29	Chilliwack	45960 Wellington Avenue, Chilliwack, BC V2P 2C7	150 km	Agassiz, Alexander, Anderson Creek, Boothroyd, Boston Bar, Chapman, Chehalis, Cultus Lake, Flood, Greendale, Harrison Bay, Harrison Hot Springs, Harrison Mills, Hemlock Valley, Hope, Hunter Creek, Katz, Kawkawa Lake, Laidlaw, Lindell Beach, North Bend, Popkum, Rosedale, Ryder Lake, Sardis, Seabird Island, Silver Creek, Skowlitz, Spuzzum, Vedder Crossing, Yale, and Yarrow	100	
30	Merritt	2090 Coutlee Avenue, Merritt, BC V2X 9Y6	150 km	Aspen Grove, Brookmere, Douglas Lake, Logan Lake, Lower Nicola and Upper Nicola	80	Douglas Lake and Upper Nicola No Coverage

Office #	City / Town	Address	Approximate Operating Area (Radius)	Additional Areas Covered (Except as set out in Service exceptions and limitation)	Percentage Coverage ¹	Service exceptions and limitations
31	Kamloops	455 Columbia Street, Kamloops, BC V2C 6K4	150 km	Ashcroft, Avola, Barriere, Blue River, Cache Creek, Celista, Chase, Chu Chua, Clearwater, Deadmans Creek, Heffley Creek, Knutsford, Little Fort, Lytton, Monte Creek, Monte Lake, Nesconlith, Pritchard, Savona, Spences Bridge, Squilax, Vavenby and Westwold	95	
32	Penticton	105 Martin Street, Penticton, BC V2A 5J9	150 km	Bridgesville, Canyon View, Cawston, Coalmont, Hedley, Kaleden, Keremeos, Naramata, Okanagan Falls, Oliver, Osoyoos, Princeton and Summerland	95	Coalmont No Coverage
33	Kelowna	1355 Water Street, Kelowna, BC V1Y 9R3	150 km	Beaverdell, Lake Country, Peachland, Oyama, Westbank, Winfield and West Kelowna	100	
34	Vernon	3101 29th Avenue, Vernon, BC V1T 1Z2	75 km	Armstrong, Cherryville, Falkland and Lumby	100	
35	Salmon Arm	100 6th Street North East, Salmon Arm, BC V1E 4S4	150 km	Big Eddy, Blind Bay, Canoe, Enderby, Grinrod, Mable Lake, Malakwa, Mara, Mica Creek, Revelstoke, Rogers Pass, Sicamous, Sorrento, South Revelstoke, Tappen and Trout Lake	80	Mable Lake, Mica Creek and Trout Lake No Coverage

Office #	City / Town	Address	Approximate Operating Area (Radius)	Additional Areas Covered (Except as set out in Service exceptions and limitation)	Percentage Coverage ¹	Service exceptions and limitations
36	Castlegar	1472 Columbia Avenue, Castlegar, BC V1N 3K3	200 km	Ainsworth, Argenta, Balfour, Blueberry Creek, Brilliant, Burton, Cooper Creek, Crescent Valley, Deer Park, Edgewood, Fauquier, Fruitvale, Genelle, Gerrard, Glade, Grand Forks, Greenwood, Harrop, Hills, Johnsons Landing, Kaslo, Krestova, Lardeau, Meadow Creek, Midway, Montrose, Nakusp, Nelson, New Denver, Oasis, Ootischenia, Pass Creek, Passmore, Rivervale, Robson, Rock Creek, Rossland, Salmo, Shoreacres, Silverton, Slocan, Slocan Park, South Slocan, Tarrys, Thrums, Trail, Vallican, Warfield, Westbridge, Winlaw, and Ymir	50	Argenta, Cooper Creek, Crescent Valley, Deer Park, Johnsons Landing, Lardeau, Meadow Creek, Pass Creek, Passmore, Vallican and Winlaw No Coverage
37	Cranbrook	117 10th Avenue South, Cranbrook, BC V1C 2N1	300 km	Boswell, Canyon, Columbia Valley, Crawford Bay, Creston, Donald, Edgewater, Elkford, Elko, Erickson, Fairmont Hot Springs, Fernie, Field, Grasmere, Golden, Invermere, Jaffray, Kimberley, Kitchener, Kootenay Bay, Lister, Moyie, Nicholson, Parson, Radium Hot Springs, Riondel, Sidar, Sparwood, Spillimacheen, Wyndell and Yahk	100	

Office #	City / Town	Address	Approximate Operating Area (Radius)	Additional Areas Covered (Except as set out in Service exceptions and limitation)	Percentage Coverage ¹	Service exceptions and limitations
38	Williams Lake	640 Borland Street, Williams Lake, BC V2G 4T1	300 km	70 Mile House, 100 Mile House, 108 Mile Ranch, 140 Mile House, 150 Mile House, Alexis Creek, Anahim Reserve, Anahim Lake, Bella Coola, Bralorne, Bridge Lake, Buffalo Creek, Canim Lake, Chilanko Forks, Clinton, Eagle Creek, Forest Grove, Fountain, Gold Bridge, Hanceville, Hagenborg, Hendrix Lake, Horsefly, Lac La Hache, Likely, Lillooet, Lone Butte, Loon Lake, McLeese Lake, Nemiah Valley, Nicomen, Pavillion, Red Stone, Riske Creek, Seton Portage, Shalath, Soda Creek, Tatla Lake, Texas Creek	50	Alexis Creek, Anahim Reserve, Anahim Lake, Bralorne, Canim Lake, Chilanko Forks, Eagle Creek, Fountain, Gold Bridge, Hanceville, Hendrix Lake, Horsefly, Loon Lake, Nemiah Valley, Pavillion, Red Stone, Riske Creek, Seton Portage, Shalath, Soda Creek, Tatla Lake, No Coverage
39	Quesnel	350 Barlow Avenue, Quesnel, BC V2J 2C2	100 km	Alexandria, Cinema, Cottonwood, Kluskus, Nazko and Red Bluff	40	Cottonwood, Kluskus and Nazko No Coverage
40	Prince George	250 George Street, Prince George, BC V2L 5S2	150 km	Bear Lake, Crooked River, Finlay Forks, Fort Ware, Hixon, MacKenzie, McBride, McLeod Lake, Summit Lake and Valemount	70	Finlay Forks, Fort Ware and McLeod Lake No Coverage
41	Vanderhoof	2440 Bute Avenue, Vanderhoof, BC V0J 3A0	150 km	Burns Lake, Fort Fraser, Fort St. James, Fraser Lake, Nautley, Stellaquo, Stoney Creek, Tachie and Takla Landing	75	Tachie and Takla Landing No Coverage

Office #	City / Town	Address	Approximate Operating Area (Radius)	Additional Areas Covered (Except as set out in Service exceptions and limitation)	Percentage Coverage ¹	Service exceptions and limitations
42	Smithers	3793 Alfred Avenue, Smithers, BC V0J 2N0	100 km	Fort Babine, Gitanmaax, Gitanyow, Gitsegulka, Gitwangak, Glen Vowell, Granisle, Hagwilget, Hazelton, Houston, Kispiox, Kitwanga, Moricetown, New Hazelton, South Hazelton, Telkwa and Topley	85	Fort Babine and Gitanyow No Coverage
43	Terrace	2918 South Eby Street, Terrace, BC V8G 2X5	100 km	Dease Lake, Gitwinksihlkw, Greenville, Iskut, Kincolith, Kitimat, New Aiyansh, Stewart, Telegraph Creek	20	Only Terrace, Kitimat and Stewart have coverage
44	Prince Rupert	132 1st Avenue West, Prince Rupert, BC V8J 1A8	150 km	Hartley Bay, Kitkatla, Masset, Metlakatla, Port Clements, Port Edward, Port Simpson, Prince Rupert, Queen Charlotte City, Skidegate and Tiell	75	Kitkatla and Port Simpson No Coverage
45	Fort St. John	9941 101st Avenue, Fort St. John, BC V1J 2A9	150 km	Atlin, Fort Nelson, Hudson Hope, Lower Post and Taylor	100	
46	Dawson Creek	1201 103rd Avenue, Dawson Creek, BC V1G 4J2	150 km	Chetwynd, Pouce Coupe and Tumbler Ridge	100	

Note:

¹ True approximation on October 21, 2021, the actual coverage % of the operating area may vary.

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SCHEDULE J – SERVICE LEVEL AGREEMENT

PRIORITY LEVELS AND TARGETS

1. In this Agreement, "Priority" levels are determined as follows:

TABLE J1-1

Priority	Criteria
Urgent	s.15
High	
Normal	
Other	

2. The following Service Level Target apply during the Term upon receipt of a Service Request by the Service Desk, which the Contractor will cause to date/stamp each Service Request immediately upon receipt:

TABLE J2-1

Description	Priority	Service Level Target
Response time	Urgent	s.15
	High	
	Normal	
Resolution time	Urgent	
	High	
	Normal	
	Other	

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SERVICE LEVEL CREDITS

6. Without limiting section 27.2 (Consequences of, and duties during, Force Majeure Event) of this Agreement, an interruption in power or telecommunications service provided by a third party outside the Contractor's reasonable control and that is not the result of any act or omission of the Contractor will not count as either a Service Level Miss towards a Service Level Credit or a missed Service Level Minimum or Service Level Target towards providing the Province a right to terminate.
7. A Service Level Credit will apply to a Service Level Miss in Table J4-1 as follows:

Service Level No. missed	Service Level Miss	Service Level Credit
1	95.7 to < 99.5	2% of Total Activated Device Fee
	90.5 to < 95.7	4% of Total Activated Device Fees for same month
	≤ 90.7	10% of Total Activated Device Fees for same month
2	1.1 to 2 hours	2% of Total Activated Device Fees for same month
	2.1 to 4 hours	4% of Total Activated Device Fees for same month
	≥ 4 hours	10% of Total Activated Device Fees for same month

8. Where a Service Level Minimum in Table J4-1 is missed by any Activated ES Device that has not been tampered or intentionally damaged, regardless of how many Activated ES Devices miss that same Service Level Minimum for:
 - a. Nos. 3 or 4, the Service Level Credit will be 5% of the of the total Activated Device Fees for the same month; and
 - b. Nos. 5, 6, 7, 8, 9, 10, 11, 12 or 13, the Service Level Credit will be:
 - i. 5-10% Activated ES Device affected – 1% of the total Activated Device Fees for the same month;
 - ii. 11-49% Activated ES Device affected – 5% of the total Activated Device Fees for the same month; and
 - iii. 50 % plus Activated ES Device affected - 10% of the total Activated Device Fees for the same month.
9. A Service Level Credit for failure to provide a Service Level Report will be calculated as follows for each full month the Service Level Report is late or not provided monthly within 5 business days of month end:

10% of the total Activated Device Fees for the same month.
10. Service Level Credits are cumulative to a maximum of 30% of the total Activated Device Fees for the month.

SCHEDULE K – PROTECTION OF PRIVILEGE

1. In addition to the Contractor's obligations in section 22.4 (Confidentiality), the Contractor must keep strictly confidential any legal advice the Contractor receives on behalf of the Province under this Agreement other than to communicate it to authorized officials of the Province, and must not do anything that would result in a waiver or breach of the solicitor-client privilege associated with that advice.
2. Despite section 32.1 (Independent Contractor), the Contractor is an agent of the Province for the limited purpose of providing instructions on behalf of the Province to, and receiving legal advice on behalf of the Province from, the Province's legal counsel.
3. In addition to the Contractor's obligations under sections 1 and 2 of this Schedule, the Contractor will not incorporate any legal advice from the Province's legal counsel into any Produced Material unless the Contractor first obtains written confirmation from the Province's legal counsel that:
 - a. it is appropriate to do so; and
 - a. the Province's legal counsel agrees with the presentation and characterization of any such legal advice.
4. If the Contractor obtains written confirmation from the Province's legal counsel in accordance with this section 3, the Contractor must add the following note to the applicable document:

This document may contain information that is protected by solicitor client privilege. Prior to any disclosure of this document outside of the government of British Columbia, including in response to a request under the *Freedom of Information and Protection of Privacy Act*, the Ministry in possession of this document must consult with the lawyer responsible for the matter to determine whether information contained in this document is subject to solicitor client privilege.

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SCHEDULE M – ROLES, PERSONNEL AND SUBCONTRACTORS

A. ROLES

KEY ROLES

1. The Key Roles and their primary responsibilities and Competencies, if any, are as follows:

Key Role	Responsibilities	Competencies
Business Lead	<ul style="list-style-type: none"> Overall governance of Agreement, including decision making and ultimate authority for the ES Solution outcome and ongoing operation on the Contractor's side 	<ul style="list-style-type: none"> significant experience in electronic monitoring industry
Project Lead	<ul style="list-style-type: none"> leading the implementation and transition efforts leading ongoing operations and account management to follow, including transition/change management and ongoing support 	<ul style="list-style-type: none"> experienced project manager at leading implementation and transition efforts certificate in one or more widely recognized project management methodologies, such as Prince2 and Agile
Technical Lead	<ul style="list-style-type: none"> leading technical support ultimate responsibility for technical solution, both hardware and software senior information risk officer 	<ul style="list-style-type: none"> significant experience in electronic monitoring industry and leading technical teams familiarity with ES Solution
Training Lead	<ul style="list-style-type: none"> leading training for Users 	<ul style="list-style-type: none"> experienced trainer

OTHER ROLES

2. Roles, other than Key Roles, and their primary responsibilities and Competencies, if any, are as follows:

Role	Responsibilities	Competencies
Expert Witness	<ul style="list-style-type: none"> providing expert witness services 	<ul style="list-style-type: none"> credibility and prior experience as an expert witness expertise to provide expert testimony concerning: <ul style="list-style-type: none"> geospatial data interpretation, electronic supervision, the tools used, the ES SaaS and ES Equipment used by the Province as a result of this Agreement; a report or data the Contractor, or its software/hardware, has provided to the Province.

Role	Responsibilities	Competencies
Relationship Manager	<ul style="list-style-type: none"> • developing a strong working relationship, good communications practices and providing general support to the Ministry as required, including ensuring appropriate governance structures, methodologies and contract management processes are in place. 	
Customer Service Manager	<ul style="list-style-type: none"> • ultimate responsibility for the Contractor's Customer Service, including technical support and incoming inquiries • leading the Contractor's customer service team in adhering to customer set key performance indicators and service level agreements 	

B. PERSONNEL

PERSONNEL FILLING KEY ROLES

3. The following Key Roles are filled by the following Personnel, who are employees of the Contractor unless otherwise noted and are based in the locations as set out below:

Key Role	Name of Personnel	Location
Business Lead	Louise Harrold	United Kingdom
Project Lead	Simon Crozier	United Kingdom
Training Lead	Simon Crozier	United Kingdom
Technical Lead	Charles Lewinton	United Kingdom

4. The same Personnel in the Role of Expert Witness may, but is not required, to also be in a Key Role.

C. APPROVED SUBCONTRACTORS (INCLUDING ANY HOSTING PROVIDER)

5. Subject to the terms and conditions in this Agreement, the Contractor may use the following Subcontractors, in relation to the following Services, which will be provided at the locations set out below unless otherwise agreed by the Province with the Contractor in writing:

Subcontractor (including business registration details)	Services	Location
Amazon Web Services	Hosting Provider	for Data Centres: <ul style="list-style-type: none"> • Toronto, ON • Montreal, QC

SCHEDULE N - GOVERNANCE PROCESS

GOVERNANCE PROCESS FOR RESOLVING DISPUTES

1. Further to section 29.1, any dispute arising out of or in connection with this Agreement will be stated in writing for discussion and resolution through collaborative negotiation in the first instance by the Project Lead on behalf of the Contractor and Director, Strategic Technology and Corporate Projects, the "Province Contract Manager" on behalf of the Province or their respective delegates (collectively, the "First Level").
2. If the dispute is not resolved at the First Level within five Business Days or such other time as the First Level may agree, either party may refer the dispute in writing to the Business Lead on behalf of the Contractor and to Provincial Director, Strategic Operations Division, on behalf of the Province or their respective delegates (collectively, the "Second Level") who must meet within five Business Days of the reference, or such other time as may be agreed at the Second Management Level, to attempt to resolve the dispute.
3. If the dispute is not resolved at the Second Level within seven Business Days of meeting or such other time as the Second Level may agree, either party may refer the dispute in writing to the Chief Executive on behalf of the Contractor and to Assistant Deputy Minister, BC Corrections, on behalf of the Province or their respective delegates (collectively, the "Third Level") who must meet within 10 Business Days of the reference, or such other time as may be agreed at the Third Management Level, to attempt to resolve the dispute.

SCHEDULE O

- PRIVACY PROTECTION SCHEDULE FOR CLOUD SERVICES

DEFINITIONS

1. 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; and
- 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

2. The purpose of this Schedule is to:

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

ACKNOWLEDGEMENTS

3. The Contractor acknowledges and agrees that:

- a. 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;
- b. unless the Agreement otherwise specifies, all personal information in the custody of the Contractor or a Hosting Provider (including a Third Party Hosting Provider) is and remains under the control of the Province; and
- c. 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

4. 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.
5. 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.
6. Where the Contractor collects personal information directly from the individual the information is about, the Contractor must tell that individual:
 - a. the purpose for collecting it;
 - b. the legal authority for collecting it; and
 - c. the name and contact information of the individual designated by the Province to answer questions about the Contractor's collection of personal information.

PRIVACY TRAINING

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

ACCURACY OF PERSONAL INFORMATION

9. 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

10. 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

11. 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.
12. 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.
13. 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.
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.
15. 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

16. 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

17. 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.
18. The Contractor will not change the location where it stores personal information without receiving prior authorization from the Province in writing.

19. 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.
20. 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

21. 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

22. 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

23. 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:
 - a. not use it or disclose it to any other party except where the Agreement otherwise specifies; and
 - b. remove or destroy individual identifiers, if practicable.

DISCLOSURE OF PERSONAL INFORMATION

24. 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.
25. If in relation to personal information, the Contractor:
 - a. receives a third-party request for disclosure;
 - b. receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a third-party request for disclosure; or
 - c. 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.
26. 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:
 - a. use its best efforts to direct the party making the third-party request to the Province;
 - b. provide the Province with reasonable assistance to contest the third-party request; and

- c. take reasonable steps to challenge the third-party request, including by presenting evidence with respect to:
 - i. the control of personal information by the Province as a public body under the Act;
 - ii. the application of the Act to the Contractor as a service provider to the Province;
 - iii. the conflict between the Act and the third-party request; and
 - iv. 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

- 27. 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

- 28. The Contractor must in relation to personal information comply with:
 - a. the requirements of the Act applicable to the Contractor as a service provider, including any regulation made under the Act and the terms of this Schedule; and
 - b. any direction given by the Province under this Schedule.
- 29. 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.
- 30. 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

- 31. 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

- 32. 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

- 33. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
- 34. 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.

35. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
36. 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.
37. 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 P - 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,

- a. **"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).
- b. **"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.
- c. **"Protected Information"** means any and all of:
 - i. "personal information" as defined in the *Freedom of Information and Protection of Privacy Act*, British Columbia;
 - ii. information and records of information the Contractor is required to treat as confidential under the Agreement; and
 - iii. 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.
- d. **"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.
- e. **"Services"** means the services provided by the Contractor to the Province under the Agreement and includes, if applicable, any Cloud Services.
- f. **"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.

- a. For Cloud Services, the Contractor must at all times satisfy at least one of the following security standards:
s.15

- b. For all other Services that are not Cloud Services, the Contractor must satisfy:
s.15

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:

- a. 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;
- b. identify and segregate conflicting duties and areas of responsibility, such as separation of duties;
- c. maintain a current and accurate inventory of computer accounts;
- d. review the inventory of computer accounts on a regular basis to identify dormant, fictitious or unused accounts;
- e. enforce principles of "least privilege" and "need to know";
- f. review user access rights on a regular basis to identify excessive privileges;
- g. enforce a limit of logon attempts and concurrent sessions.

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Withheld pursuant to/removed as

s.15 ; s.21

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Withheld pursuant to/removed as

s.21

SCHEDULE Q - INSURANCE

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed to do business in Canada in the types and amounts acceptable to the Province:
 - a. Commercial General Liability in an amount not less than \$2,000,000 inclusive per occurrence, which limit may be provided by way of any combination of underlying and umbrella or excess policy or policies, against bodily injury (including death), personal and advertising injury, and property damage and including contractual liability, and this insurance must:
 - i. include the Province as an additional insured; and
 - ii. include a cross liability clause.
 - b. Professional Errors and Omissions Liability insuring the Contractor's liability resulting from its wrongful acts, errors or omissions in the performance of the Services provided by the Contractor in an amount of not less than \$5,000,000 per claim.
2. Each insurance policy for the above described insurance coverage must be primary and not require the sharing of any loss by any insurer of the Province and, subject to section 3 of this Schedule, will be endorsed to provide the Province with thirty (30) days prior written notice of reduction in limits, cancellation or non-renewal.
3. When insurers are unable to endorse any required policy of insurance to provide prior written notice to the Province of reduction in limits, cancellation or non-renewal, the Contractor will provide thirty (30) days prior written notice to the Province of any reduction in limits, cancellation, non-renewal or other adverse material change for any such policy.
4. If any required policy of insurance referred to in section 1 of this Schedule is combined with, or shares a liability limit with, any other policy required under this Schedule, then the insurance policy that covers the combined requirements shall be in an amount not less than the combined amount of the individual minimum amounts required for all such policies as set out in section 1 of this Schedule, and each applicable Province of British Columbia Certificate of Insurance shall be annotated with the details of the combined policy accordingly.
5. 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 of the Contract that alternative in accordance with the terms of the approval.

SCHEDULE R - CONTACTS AND ADDRESSES FOR NOTICES

FOR THE CONTRACTOR:

NOTICES:	Buddi Ltd.
Street Address	Talbot House 17 Church Street Rickmansworth, Hertfordshire WD3 1DE United Kingdom
(Mailing Address, if not the same)	
Attention	Chief Executive
Telephone No.	+44 01923 601909
Email	ceo@buddi.co.uk

SERVICE DESK:	
Telephone No.	1 855 781 9715
Email	support@buddi.co.uk
Portal	N/A

FOR THE PROVINCE:

NOTICES:	BC Corrections Ministry of Public Safety and Solicitor General Government of British Columbia
Street Address	1F – 1001 Douglas St. Victoria, BC V8W 2C5 Canada
(Mailing Address, if not the same)	PO BOX 9278 STN PROV GOVT Victoria, BC V8W 9J7 Canada
Attention	Manager, Central Monitoring Unit
Telephone No.	250-387-5011
Email	cmu@gov.bc.ca

**BC Corrections - Electronic Supervision
Average Daily Count by Community Office
October 2023**

Region	Community Office	Monitored		HROIP		Monitored Orders					Total
		No	Yes	No	Yes	RPB 810.1	RPB 810.2	Bail	CSO	PRO	
Island Coastal	Campbell River	0	0	0	0	0	0	0	0	0	0.0
	Courtenay	0.0	1.0	1.0	0.0	0	0	1.0	0.0	0.0	1.0
	Duncan	0.0	1.0	1.0	0.0	0	0	1.0	0.0	0.0	1.0
	Nanaimo	1.6	5.6	7.2	0.0	0	0	4.6	1.0	0.0	7.2
	Parksville	0	0	0	0	0	0	0	0	0	0.0
	Port Alberni	0.8	1.0	1.8	0.0	0	0	1.0	0.0	0.0	1.8
	Powell River	1.0	1.0	2.0	0.0	0	0	0.0	1.0	0.0	2.0
	Saanich	0.0	2.7	2.7	0.0	0	0	2.0	0.7	0.0	2.7
	Victoria	1.7	5.0	6.8	0.0	0	0	4.0	1.0	0.0	6.8
	Western	0.0	1.5	1.5	0.0	0	0	1.5	0.0	0.0	1.5
Subtotal		5.2	18.8	24.0	0.0	0.0	0.0	15.1	3.7	0.0	24.0
Vancouver	Burnaby	1.0	6.0	7.0	0.0	0	0	6.00	0.00	0.0	7.0
	New Westminster	0.0	1.0	1.0	0.0	0	0	1.00	0.00	0.0	1.0
	North Shore	0.0	1.0	1.0	0.0	0	0	1.00	0.00	0.0	1.0
	Richmond	0.0	3.0	3.0	0.0	0	0	3.00	0.00	0.0	3.0
	Sechelt	0	0	0	0	0	0	0	0	0	0.0
	Squamish	0	0	0	0	0	0	0	0	0	0.0
	Vancouver Court	1.0	4.0	5.0	0.0	0	0	3.00	1.00	0.0	5.0
	VISU	0	0	0	0	0	0	0	0	0	0.0
	Vancouver East	0.0	0.3	0.3	0.0	0	0	0.29	0.00	0.0	0.3
	Vancouver South	1.0	4.9	5.9	0.0	0	0	4.94	0.00	0.0	5.9
	Vancouver West	0.0	3.0	3.0	0.0	0	0	2.00	1.00	0.0	3.0
Subtotal		3.0	23.2	26.2	0.0	0.0	0.0	21.2	2.0	0.0	26.2
Fraser Metro	Delta/West Surrey	1.5	6.6	8.1	0.0	0	0	6.6	0.0	0.0	8.1
	Langley	0.7	12.1	12.8	0.0	0	0	11.1	1.0	0.0	12.8
	Maple Ridge	2.0	10.0	12.0	0.0	0	0	10.0	0.0	0.0	12.0
	Surrey East	2.0	9.0	11.0	0.0	0	0	7.0	2.0	0.0	11.0
	Surrey North	12.9	31.5	43.4	1.0	0	0	26.5	4.0	1.0	44.4
	Surrey South	5.5	25.0	30.5	0.0	0	0	20.5	4.5	0.0	30.5
	Tri-Cities	2.6	5.0	7.6	0.0	0	0	5.0	0.0	0.0	7.6
Subtotal		27.2	99.2	125.4	1.0	0.0	0.0	86.7	11.5	1.0	126.4
Interior/Fraser	Abbotsford	0.5	20.7	21.2	0.0	0	0	20.7	0.0	0.0	21.2
	Castlegar	0.0	2.7	2.7	0.0	0	0	2.7	0.0	0.0	2.7
	Chilliwack	1.1	17.1	18.2	0.0	0	0	14.7	2.4	0.0	18.2
	Cranbrook	0.2	3.4	3.6	0.0	0	0	2.0	1.4	0.0	3.6
	Hope	0	0	0	0	0	0	0	0	0	0.0
	Kelowna	0.1	17.2	17.3	0.0	0	0	14.9	2.2	0.0	17.3
	Mission Abbotsford	0	0	0	0	0	0	0	0	0	0.0
	Penticton	1.7	9.1	10.8	0.0	0	0	6.1	2.0	1.0	10.8
	Salmon Arm	0.0	2.8	2.8	0.0	0	0	2.8	0.0	0.0	2.8
	Vernon	1.0	4.2	5.2	0.0	0	0	2.2	2.0	0.0	5.2
Subtotal		4.7	77.2	81.9	0.0	0.0	0.0	66.2	10.0	1.0	81.9
Northern/Interior	Dawson Creek	1.1	8.8	9.9	0.0	0	0	6.8	2.0	0.0	9.9
	Fort St John	2.1	4.2	6.3	0.0	0	0	3.3	0.9	0.0	6.3
	Hazelton	0	0	0	0	0	0	0	0	0	0.0
	Kamloops	1.3	11.5	12.8	0.0	0	0	10.5	1.0	0.0	12.8
	Kitimat	0	0	0	0	0	0	0	0	0	0.0
	Smithers	0.0	3.0	3.0	0.0	0	0	3.0	0.0	0.0	3.0
	Merritt	0	0	0	0	0	0	0	0	0	0.0
	Prince George	6.2	25.1	31.3	0.0	0	0	19.2	2.9	3.0	31.3
	Prince Rupert	3.4	4.8	8.1	0.0	0	0	3.1	1.7	0.0	8.1
	Quesnel	0.0	4.0	4.0	0.0	0	0	3.0	1.0	0.0	4.0
	Terrace	0.0	3.5	3.5	0.0	0	0	3.4	0.1	0.0	3.5
	Vanderhoof	0.5	2.5	3.0	0.0	0	0	1.5	1.0	0.0	3.0
	Williams Lake	0.0	3.0	3.0	0.0	0	0	3.0	0.0	0.0	3.0
Subtotal		14.6	70.4	85.0	0.0	0.0	0.0	56.7	10.6	3.0	85.0
TOTAL		54.6	288.8	342.5	1.0	0.0	0.0	245.9	37.9	5.0	343.5

Average Daily Count by Month

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2022	281.5	281.0	294.4	306.2	313.3	308.0	315.8	316.8	303.0	299.4	314.1	320.2
2023	326.8	325.5	324.6	332.3	339.2	352.1	345.5	349.6	354.3	343.5		

MONITORED Average Daily Count by Month

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
2022	245.4	246.6	260.8	268.8	271.9	271.2	273.9	269.0	254.4	253.5	267.7	277.6
2023	280.9	282.5	277.4	276.0	281.0	280.4	282.5	289.3	293.9	288.8		

NOTES

Monitored: Electronic supervision clients currently being or not being monitored (Yes or No)

HROIP: Clients with a high risk offender designation (Yes or No)

Order: The type of Monitored Order the client is being supervised on with the condition

RPB = Recognizance Peace Bond; CSO = Conditional Sentence Order; PRO = Probation