Schedule "A"

This Subscription Agreement (the "Agreement") is entered into 1st day of April 2025 by and between eScribe Software Ltd. ("eScribe") and The Corporation of the City of Sault Ste. Marie, Customer (each a "Party" and collectively, the "Parties"). This Agreement, together with any appendices referenced and attached, govern the Customer's subscription to the eScribe product.

eScribe Terms and Conditions

1. Overview of eScribe

eScribe's service is a proprietary software application and platform for the purpose of meeting and agenda automation which it makes available as services via the internet. eScribe includes online storage space for storing, retrieving and sharing Customer Content (as defined below).

2. Definitions

The terms below have the following meaning:

A. **"Customer Content"** shall mean the content, documents, audio and video uploaded or inputted to the Services or created, produced by the Customer during Use of the Services.

B. **"Data Storage"** refers to the online electronic secure storage of all Customer Content during the Use of the Services.

C. **"Documentation"** includes any and all printed or electronic guides and manuals, including sales, marketing and training materials provided by eScribe for the proper Use of the Services.

D. **"Implementation Services"** refers to the configuration, training, and other services set out in Appendix C.

E. **"Legacy Data"** refers to the ongoing Data Storage of Customer Content from previous Term(s) as set out in Appendix D.

F. **"Personal Information"** means information which relates to an identified or identifiable individual, and includes any information defined from time to time as "personal information" under applicable Privacy as defined herein.

G. "**Privacy Laws**" means applicable laws and regulations relating to privacy, data protection, or data security.

H. "Services" or "Software" means the provision of the software service known as "eScribe", together with any services provided, including the applications for access to the eScribe site, System Upgrades and interfaces made available to the Customer in connection with eScribe.

I. "Support Services" shall mean the technical support for the Customer's use of eScribe as made available under eScribe's Support Services set out in Appendix B.

J. "Taxes" refers to all present or future sales tax, consumption tax and similar taxes.

K. "Usage Data" refers to the data generated automatically through access or use of eScribe, including but not limited to user log-in data, date and time stamps, device details such as browser type and operating system, IP address, feature usage, product settings and configuration, activity records, and associated log data and metadata. For the avoidance of doubt, Usage does not include Customer Content.

L. "Use" shall mean the ability for the Customer to login with username and password and access the Services via the internet.

M. "You or Your" refers to Customer, as defined in the preamble of this Agreement.

3. Operations

3.1 Software, Implementation Services**.** eScribe shall provide the Software, Implementation Services, and the Documentation to the Customer subject to the terms of this Agreement. The Implementation Services will be provided in a professional, timely, and competent manner. eScribe shall take appropriate steps to carry out the Implementation Services to the reasonable satisfaction of the Customer.

3.2 Availability of Service. eScribe shall make the Services available twenty-four (24) hours a day, seven (7) days a week, and will credit the Customer 10% of the equivalent monthly Subscription Fees listed in Appendix A for each three (3) hour period for which the Services are unavailable for Use by the Customer in a monthly period. "Uptime" and "Downtime" is recorded and calculated on a monthly basis and will be applied as a credit towards the annual Subscription Fees listed in Appendix A, for the next year. Downtime does not include scheduled outages for software updates, server or network maintenance (which will generally be scheduled for

weekends or after midnight eastern time), notification of which will be provided to the Customer's designated Support Contacts five (5) days in advance. Unsuitable Customer operating environment, including, but not limited to, inadequate end user computer configuration, installed third party software, internet connection issues or general internet congestion issues are excluded from any downtime calculations. Account credits of eScribe for any twelve (12) month period are hereby limited to a maximum of twenty percent (20%) of the annual Subscription Fees listed in Appendix A paid by the Customer during the prior twelve (12) month period up to the outage. Downtime is measured from the time that a trouble ticket is registered with Support Services by the Customer for the Services being unavailable for Use or the time that eScribe becomes aware that the Services are unavailable for Use (whichever is earlier), to the time the problem is resolved, and the Services are restored. In the event that eScribe becomes aware that the Services are unavailable for Use, eScribe shall notify the Customer immediately.

3.3 Support Services. During the Term of this Agreement, eScribe will provide the Customer the Support Services as described in Appendix B.

3.4 Access. eScribe will provide access to users designated by the Customer. eScribe may deny access to the Service if it has reason to believe that a login or password has been lost, stolen or compromised or is used contrary to the terms of this Agreement or threatens the security of Customer Data, the eScribe Service, or other users. You are solely responsible for all acts or omissions of any person using eScribe through assigned logins or passwords, or integrated access methods like Azure Active Directory. Use of eScribe via Customer logins and passwords, or integrated access methods is deemed to have been authorized by the Customer. If any of the Customers logins, passwords or access methods are lost, stolen or compromised, the Customer will promptly notify eScribe. Upon receipt of such notice, the affected logins and passwords will be cancelled or suspended as soon as is reasonably practicable, but the Customer remains responsible for any actions prior to our receipt of that notice. Customer may not make available the Service for Use by any third parties.

3.5 Usage Data. eScribe may collect and process Usage Data to (a) provide Services and associated support to Customer; (b) manage and secure its technical infrastructure; (c) develop and improve its products and services; (d) communicate with Customer about your use of the Services and provide recommendations regarding additional offerings; (e) enforce the

terms of this Agreement or other contractual terms; (f) prevent abuse and fraud; (g) perform statistical analyses; and (h) for its internal business purposes. eScribe may share Usage Data with its affiliates and third-party service providers for these purposes, or as otherwise required or permitted by applicable law. Notwithstanding anything to the contrary contained herein, eScribe represents and warrants and shall ensure that its tracking software is utilized internally, and no data is shared with external parties.

3.6 Customer Content Retrieval. During the Term of this Agreement, the Customer may retrieve Customer Content from the Services at any time and, within ten (10) days of the Customer's request, eScribe will make available any Customer Content that is stored in native file format (Word, Excel, PowerPoint, PDF, MP4).

3.7 Privacy**.** eScribe will comply with its obligations under all applicable laws and regulations related to the operation of the Services, including all applicable Privacy Laws.

4. License and Related Terms.

4.1 License Grant. During the Term and subject to You and Your Users' ongoing full compliance with the terms and conditions set forth in this Agreement, eScribe (a) grants Customer, solely for your internal and legitimate purposes, a limited, revocable, non-exclusive, non-sublicensable and non-transferable license to access and use the modules of the Service as set forth in your subscription.

4.2 Commitments and Restrictions. Customer and Your Users shall not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Services, the Software or the eScribe Sites available to any third party; (b) modify, copy or create derivative works based on eScribe or the Software; (c) frame or mirror any content forming part of or all of the Services or the eScribe Sites, other than on your own intranets or otherwise for your own internal business purposes as permitted by this Agreement; (d) reverse engineer, disassemble, decompile or otherwise attempt to imitate, derive or discover the source code for the Software; (e) provide non-Users with access to the Services, the Software or eScribe Sites, whether directly or through a service bureau, commercial time-sharing arrangement, or application service provider arrangement; (f) use the Services, the Software or the eScribe Sites to provide outsourcing or training services to non-Users; (g) otherwise market the Services, the Software or the eScribe Sites to third parties without

eScribe's written permission; (h) access or use the Services in order to build a competitive product or service, or copy any ideas, features, functions or graphics of the Services or the Software; (i) use the Service for any illegal or unauthorized purposes or beyond the scope of the this Agreement; or (j) breach or attempt to breach the security of any platforms or applications in the Services or the Software.

4.3 Rights to Intellectual Property. eScribe grants no other right or license to any of its or its affiliates' intellectual property to You by implication, estoppel or otherwise. You acknowledge and agree that eScribe or its affiliates (as applicable) owns all right, title, and interest in, to, and under such intellectual property and that you shall not acquire any proprietary rights therein. Any use by You or Your Users of any of such intellectual property and all goodwill and other rights associated therewith shall inure to the benefit of eScribe or its affiliates (as applicable).

4.4 Customer Responsibilities. You are responsible for Your Users' use of the Services. You will: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content; (b) ensure that each User has all necessary permissions, consents, approvals, and licenses for and to the Customer Content; and (c) comply with all applicable local, state, federal and foreign laws, or regulations in connection with each User's use of the Services. You shall not transfer or assign Your eScribe account privileges to a third-party without eScribe's prior written consent. Users are authorized to use the Services only for Your legitimate activities. As between You and eScribe, You shall be solely responsible for, and eScribe shall have no responsibility for, monitoring and policing the adherence of Users to all applicable laws, regulations, duties, and obligations with respect to accessing, distributing, and using Customer Content. You acknowledge and agree that eScribe is not responsible or liable in any way for any Customer Content and has no duty to pre-screen such content. However, eScribe reserves the right to remove Customer Content from the Site at any time, without prior notice, if eScribe in its sole discretion concludes that the Customer Content may violate applicable law.

4.5 Feedback and Improvements. The Customer acknowledges and agrees that eScribe shall own all rights, title, and interest, in and to any improvements to the Services, or any new programs, upgrades, modifications or enhancements to the foregoing, whether developed by eScribe or Customer in connection with rendering the Services to You. In the event that the Customer provides any feedback, ideas, suggestions proposals, refinements or other improvements (collectively, "Feedback"), the Customer hereby irrevocably transfer and assign to eScribe all rights, title,

and interest which Customer may have in such Feedback. eScribe shall have the right, but not the obligation, to use any such Feedback to improve any or all parts of its Services or Software and in the event that eScribe does incorporate such Feedback, it shall solely retain all right, title and interest in such Feedback. In the event that such Feedback does not automatically transfer to and vest in eScribe, You hereby grant an exclusive, irrevocable, transferable, sublicensable, royalty-free, fully paid-up license to eScribe and its affiliates to use the Feedback for any purpose without notice or restriction.

4.6 Ownership of Customer Content; Disclaimer. As between You and eScribe, You exclusively own all rights, title and interest in and to all Customer Content provided by You to eScribe Sites or under the Services. You acknowledge and agree that eScribe's custodial function is limited to the technical operation and maintenance of the Services and shall not extend to any fiduciary or other duty of care related to management of the sourcing, posting, accessing, use, or receipt for any Customer Content, or any functioning which utilizes the Service.

5 Confidentiality

5.1 Definition of Confidential Information. As used herein, "Confidential Information" means all confidential and proprietary information of a Party ("Disclosing Party") disclosed to the other Party ("Receiving Party"), including any intellectual property or proprietary rights, that (a) if disclosed orally is designated as confidential at the time of disclosure, (b) if disclosed in writing is marked as "Confidential" and/or "Proprietary," or (c) reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Without limiting the foregoing, Confidential Information of eScribe shall include the terms and conditions of this Agreement (including pricing and other terms reflected hereunder), provision of the Services, screenshots of eScribe, pricing in proposals, business and marketing materials, technology and technical information, product designs, and business processes. The Customer's Confidential Information shall include the Customer Content. Notwithstanding the foregoing, eScribe may disclose the existence and terms of this Agreement, in confidence, to a potential purchaser of or successor to any portion of such Party's business resulting from the reorganization, spin-off, or sale of all or a portion of all the assets of any business, division, or group of such Party. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its

disclosure by the Disclosing Party; (iii) was independently developed by the Receiving Party, which can be demonstrated with clear and convincing evidence; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

5.2 Confidentiality and Non-Disclosure. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. Notwithstanding the foregoing, the Receiving Party may disclose such Confidential Information to those of its employees and contractors who need to know such information for purposes of performing this Agreement and certifies that such employees and contractors have agreed, either as a condition of employment or in order to obtain the Confidential Information, to be bound by terms and conditions substantially similar to those in this Section 5. The Receiving Party shall use the same degree of care to protect the Confidential Information as it uses to protect its own information of a confidential and proprietary nature, and in no event shall it use less than a reasonable degree of care.

5.3 Compelled Disclosure. If the Receiving Party is compelled by law or legal process to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted), provide reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure and only make such disclosure, in both manner and content, as required by such law or legal process.

5.4 Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the Parties that any other available remedies are inadequate.

5.5 Survival. Notwithstanding the expiration or termination of this Agreement for any reason, the obligations of confidentiality and non-use set forth in this Section shall continue in perpetuity.

6 Pricing and Payment

6.1 Subscription Fees. The first year's Subscription Fees and the Implementation Fees, as described in Appendix C, will be invoiced as of the date of this Agreement and will be due according to the terms of the invoice. The Subscription Fees are due annually thereafter and will increase from the previous year's Subscription Fees by six percent (6%). eScribe may implement revised Subscription Fees for the Renewal Term, as defined in Section 7.1, by giving written notice of such price changes to You at least ninety (90) days prior to the expiration of the current Term, and that pricing will take effect unless You elect to terminate this Agreement in accordance with Section 7. All references to currency are in Canadian Dollars.

6.2 Implementation Fees. The Implementation Fees listed in Appendix C are assessed for remote participation by eScribe personnel during the onboarding process. Optionally, should the Customer wish to have eScribe personnel attend onsite during the onboarding process, additional travel and living expenses would apply in addition to the Implementation Fees listed in Appendix C.

6.3 Legacy Data. If Legacy Data fees apply, it will be added to the annual Subscription Fees as set out in Appendix D.

6.4 Overdue Payments. All payments are due thirty (30) days from the date of invoice. Any invoiced amounts (excluding those subject to good faith dispute), not received by eScribe by the due date may accrue, at eScribe's discretion, late charges at the rate of twelve percent (12%) per annum, or the maximum rate permitted by applicable law, whichever is lower, from the date such payment was due until the date paid. In addition, Customer shall be responsible for reasonable attorneys' fees and other reasonable costs of collection in the event of nonpayment by the Due Date.

6.5 Taxes. All fees and other charges set forth in this Agreement are exclusive of any and all applicable Taxes due to eScribe from Customer. Payment of all applicable Taxes shall be the responsibility of the Customer. If any such Taxes has to be withheld under this Agreement, Customer shall increase payment under this Agreement

by such amount as to ensure that eScribe has received an amount equal to the payment otherwise required after such withholding or deduction.

6.6 Nonpayment and Suspension of Services. If any portion of the Customer invoice is more than thirty (30) days past due, in addition to any of its other rights or remedies under this Agreement or by applicable law, eScribe reserves the right to suspend access to the Service, but only if such past due account is not paid within five (5) business days after written notice of eScribe's intent to exercise its right to suspend hereunder. Any such permitted suspension shall be without liability to the Customer and may continue until such amounts are paid in full.

7. Term

7.1 Term of Agreement and Subscription. The term of this Agreement commences on April 1, 2025 for a period of three (3) years (the "Term") and will automatically renew for an additional term of equal length ("Renewal Term") unless notice of cancellation is received 60 days prior to the expiry of the Term.

7.2 Early Termination. This Agreement may be terminated by either Party prior to the end of the Subscription Term as follows: (a) If either party is adjudged bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, bankruptcy or insolvency proceedings are instituted by or against such party, and such proceedings are not removed within sixty (60) days (an "Event of Bankruptcy"), then the party affected by such an Event of Bankruptcy must immediately give notice thereof to the other party, and the other party at its option may terminate this Agreement upon written notice to such affected party, (b) in the event that a Party materially breaches an obligation hereunder and fails to cure such breach within thirty (30) days after being notified thereof in writing, the non-breaching Party may terminate this Agreement at any time thereafter that the breach is continuing by providing written notice to the breaching Party, (c) by either Party for Force Majeure as defined in Section 14.7.

7.3 Termination Penalties. If this Agreement is terminated by the Customer, or the Customer downgrades their subscription during the first year of the Term, for any reason other than a material breach of this Agreement on the part of eScribe, the Customer will be liable for the First Year Subscription

Fees as invoiced, and a termination or downgrade penalty amounting to 35% of the remaining Subscription Fees due for Years Two and Three of the Agreement. If the Customer terminates or downgrades their subscription during the Second Year of the Term, for any reason other than the material breach of the Agreement by eScribe, the Customer will be responsible for Second Year Subscription Fees in full as invoiced, and a termination penalty amounting to 25% of the remaining Year Three Subscription Fees. If the Customer terminates or downgrades their subscription during the Third Year of the Term, for any reason other than the material breach of the Agreement on the part of eScribe, the Customer will be responsible for the Third Year Subscription Fees in full as invoiced without any additional penalty. If the Customer terminates or downgrades their subscription during a Renewal Term for any reason other than material breach, the Customer will remain responsible for 15% for any remaining Subscription Fees due for the Renewal Term.

7.4 Post Termination Obligations. Termination of this Agreement shall not limit either Party from pursuing any remedies available to it, including injunctive relief. Agreement termination, other than by the Customer in accordance with Section 7.2, shall not relieve You of Your obligation to pay the entire Subscription Fee for the applicable Term and all other applicable fees, if any due for the use of the Services. Following any termination pursuant to Section 7.2, eScribe shall refund to the Customer the prepaid but unused portion of the Subscription Fee for the then - current Subscription Term (prorated based on the number of whole months left in the then- current Term).

7.5 Effect of Termination. Following the termination or expiration of this Agreement, including your Subscription, (a) eScribe will convert Your Account to an inactive status, (b) Customer must immediately cease (and eScribe can block) Your accessing and using the Services and (c) Customer will retrieve all Customer Content no later than thirty (30) days after termination. After the thirty (30) day period, eScribe will delete or destroy all copies of Customer Content in its possession or control, unless legally prohibited and upon request, provide the Customer with a certificate of destruction.

7.6 Surviving Provisions. In the event this Agreement is terminated, any provision which must survive in order to allow the Parties to enforce its meaning shall survive, including without limitation, Sections 4.3 (Rights to Intellectual Property), 4.5 (Feedback and Improvements), 5 (Confidentiality), 6 (Pricing and Payment) (until all amounts due hereunder are paid in full), 7.4 (Post Termination Obligations), 7.5 (Effect of

Termination),7.6 (Surviving Provisions), 8.5 (Disclaimer), 9 (Limitation of Liability), 10 (Indemnification) and 14.3 (Survival).

8. Warranties and Disclaimers. The following representation and warranties are applicable at the execution of this Agreement and during the Term:

8.1 Mutual Warranty. Each Party represents and warrants to the other that it has the legal capacity and right to execute this Agreement; that the signatory has the authority to bind the applicable organization; and when executed and delivered, this Agreement will constitute the legal, valid, and binding obligation of each Party, enforceable in accordance with its terms.

8.2 eScribe Warranty of Rights and Performance. eScribe warrants that: (a) it owns or otherwise has sufficient rights in the Software to license Customer to use the Service as stated in this Agreement, and (b) the Service will materially conform to and perform substantially in accordance with the Documentation.

8.3 Remedies for Breach of eScribe Warranty. In the event eScribe breaches Section 8.3 and is unable to substantially correct such deficiencies after good faith efforts and at a commercially reasonable cost within thirty (30) days of Your written notification of such non-conformance, Customer shall have the right, as Your sole remedy for such breach, to terminate the Agreement and receive from eScribe the prepaid but unused portion of the Subscription Fee for the then- current Subscription Term (prorated based on the number of whole months left in the then-current Subscription Term).

8.4 Disclaimer**.** eScribe EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS SECTION 2 G, (A) NEITHER PARTY TO THIS AGREEMENT, NOR ANY OTHER PERSON ON SUCH PARTY'S BEHALF, HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, TRADE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (B) EACH PARTY ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE OTHER PARTY, OR ANY OTHER PERSON ON SUCH PARTY'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 8.

9. Limitation of Liability

In no event shall either Party be liable to the other Party or its personnel for any indirect, incidental, punitive, special, or consequential damages related to use of eScribe, or for any damages for loss of profits, business interruption, harm to any computer system, or any other commercial damages or losses, regardless of the theory of liability (contract, tort, or otherwise), even if the other Party has been advised of the possibility of such damages.

Except as provided herein, eScribe's total cumulative liability for damages, expenses, costs, liability or losses to You or any User arising out of or in connection with use of eScribe or any other matter under this Agreement is capped at 145,000.00 CAD.

Indemnity

10.1 By eScribe. eScribe will defend and indemnify the Customer and its users against any claim, suit, action or proceeding against it alleging (a) harm originating in willful misconduct of eScribe or (b) that the Software or use of the Services in the manner and for the purposes authorized in this Agreement infringes any third-party patent or copyright. Notwithstanding any limitation of Section 9, and only to the extent of eScribe's applicable insurance coverage, eScribe will defend and indemnify You and Your Users against any claim, suit, action or proceeding against You or Your Users alleging harm originating in , breach of this Agreement by eScribe.

In the event the Service or a component part thereof is held by a court of competent jurisdiction, or is believed by eScribe, to infringe or potentially infringe a third party's rights, eScribe shall, with prior notice to the Customer, (i) modify, at its expense, the Service to be non-infringing; provided that such modification does not adversely affect the Service as set out in this Agreement, or (ii) obtain for Customer the right to continue using the Service in its current state at no additional expense to the Customer, or (iii) if eScribe determines that neither of the foregoing options are reasonably available, eScribe may terminate this Agreement and refund any prepaid Fees to the Customer for which it has not received Services.

Customer shall indemnify eScribe from and against any third-party claims brought against eScribe that are based upon the Customer uploading Customer Content onto eScribe that is alleged to infringe that third party's copyright, patent or trade secret.

10.2 Procedure. If Customer is seeking indemnification, it must promptly notify eScribe in writing of the indemnifiable claim and provide the indemnifying Party with all non-monetary assistance, information and authority reasonably required for the defense and settlement of the indemnified claim. An indemnifying Party will select counsel for defense of the indemnified claim and direct and control the defense. Provided the indemnifying Party is diligently conducting such defense, the indemnifying Party shall not be liable for any attorney's fees of the indemnified Party. The indemnifying Party must obtain the indemnified Party's written consent to any settlement (said consent not to be unreasonably withheld, conditioned, or delayed), except that no such consent shall be required if the settlement or compromise requires no payment of damages by the indemnified Party and does not admit any liability or determination against the indemnified Party or materially restrict the indemnified Party.

10. Insurance

eScribe will at all times during the Term maintain sufficient insurance at least with the coverages and amounts as set out in the Certificate of Insurance attached as Schedule 1 to the Agreement and add the Customer as an "Additional Insured". eScribe shall provide the Customer with a Certificate of Insurance confirming same at the commencement of the Term and upon request.

At all times during the term of this Agreement, eScribe will maintain insurance coverage at least in line with the coverage and amounts specified in its current Certificate of Insurance.

11. Advertising

Customer agrees that eScribe may use and disclose Customer's name in its marketing material with prior written approval of the Customer, which will not be unreasonably withheld.

12. Trademarks

Any trademarks and service marks ("Trademarks") adopted by eScribe to identify the Services, Documentation and other products and services, belong to eScribe. Nothing herein grants, or shall be construed to grant, to Customer any rights to such Trademarks.

13. General Provisions

14.1 Relationship of Parties. In all matters relating to this Agreement Customer and eScribe are independent contractors, and nothing in this Agreement shall be deemed to place the parties in the relationship of employer-employee, principal-agent, partners, or joint ventures.

14.2 No Third-Party Beneficiaries. This Agreement is not intended to create any rights in any person or entity who is not a party to this agreement, and no such rights are created hereunder.

14.3 Entire Agreement. This Agreement, including all Appendices, is the entire Agreement between the parties and supersedes all prior negotiations, understandings and agreements between the parties concerning the subject matter hereof. No amendment or modification of this Agreement shall be made except by written agreement of both parties.

14.4 No Waiver. The failure of either party to exercise any right or the waiver by either party of any breach shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of the Agreement.

14.5 Partial Invalidity. Should any provision of this Agreement be held to be void, invalid, or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in effect as though such provisions were deleted.

14.6 Force Majeure**.** Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, act of government, or any other similar cause beyond the reasonable control of such party ("Force Majeure"), provided that such party gives the other party written notice thereof promptly and, in any event, within ten (10) days of discovery thereof and uses its reasonable efforts to cure the delay. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of non-performance exceeds ten (10) days from the receipt of notice of the Force Majeure event, the party whose performance has not been affected may, by giving written notice, immediately terminate this Agreement.

14.7 Assignment; Enurement**.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of it rights or obligations hereunder, without the prior written consent of the other Party (such consent not to be

unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.

14.8 Injunctive Relief**.** The parties recognize that a remedy at law for a breach of the provisions of this Agreement relating to either party's Confidential Information will not be adequate for the non-breaching party's protection, and accordingly the non-breaching party shall have the right to seek, in addition to other relief and remedies available to it, injunctive relief to enforce the provisions of this Agreement in any court of competent jurisdiction.

14.9 Governing Law**.** This Agreement shall be governed and interpreted in accordance with the laws of the Province of Ontario, Canada and the federal laws of Canada applicable therein.

14.10 Calendar Days. All references to a day or days in this Agreement mean a calendar day or calendar days.

14.11 Time of the Essence**.** Time is of the essence of this Agreement and of every part hereof and no extension or variation of this Agreement will operate as a waiver of this provision.

14.12 Survival**.** All obligations of the parties which expressly or by their nature survive termination or expiration of this Agreement will continue in full force and effect subsequent to and notwithstanding such termination or expiration and until they are satisfied or by their nature expire.

14.13 Headings. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

14.14 Notice**.** Any notice required or permitted to be sent hereunder shall be in writing and shall be sent in a manner requiring a signed receipt, such as courier delivery, or if mailed, registered or certified mail, return receipt requested. Notice to both parties shall be to the address and contact set forth below and updated from time to time.

eScribe Software Ltd.
5300 Commerce Court West, 199 Bay Street
Toronto, ON M5L1B9

Attn: Legal

Customer Contact Info for Notices:

The Corporation of the City of Sault Ste. Marie

99 Foster Drive

Sault Ste. Marie, Ontario P6A 5X6

Attention: City Clerk

The undersigned parties hereby enter into this Agreement,

eScribe Software Ltd.	The Corporation of the City of Sault Ste. Marie
Signature	Signature
Date	Date
Tara Astbury, Sr. Director Customer Experience	Matthew Shoemaker, Mayor
Authorizing Officer, Title	Authorizing Officer, Title

I have the authority to bind the organization.

Signature

Date

Rachel Tyczinski, City Clerk

Authorizing Officer, Title

Appendix A – Annual Subscription Fees

$25,046.16

Appendix B – Support Services

Subject to the terms and conditions of this Agreement, eScribe shall perform the Support Services as defined.

Definitions:

The definitions used in the Agreement are incorporated herein. In addition, the following terms shall have the following ascribed to them:

"Business Hours" means the hours during which eScribe's helpdesk is available to take live incoming calls, emails and be available to respond to the Customer's Support Contacts, namely 8:00 a.m. to 8:00 p.m., Monday through Friday eastern time (excluding statutory holidays).

"Extended Hours" means the hours during which eScribe's helpdesk is available to take urgent calls during 8:00 p.m. to 11:00 p.m. EST, Monday through Friday eastern time (excluding statutory holidays).

"Support Contacts" means the Customer designated individuals (to be identified in the attached Problem Reporting Schedule) and any replacements designated in writing to eScribe who will serve as technical liaison between eScribe and Customer and who are to have technical knowledge and experience with the Services used by the Customer.

"Updates" shall mean fixes, patches, modifications, improvements to functionality or revisions to the Services and Documentation.

All other capitalized terms shall have the meanings set out in the Agreement.

Support Services:

eScribe will provide the following services to Customer:

a. Technical assistance by telephone or electronic mail.
b. Receipt and monitoring of calls during Business Hours at eScribe' s support desk.
c. Direct access for Customer Support Contacts to eScribe' s team of support technicians.
d. Provision of any available problem solutions related to the Services
e. Make all reasonable commercial efforts to provide a response to reported problems in the manner described in the Problem Reporting Process below.

f. Make available any Updates to the Services and Documentation at no additional charge, subject to Customer's responsibility for any Implementation Services fees for any new Services.

Exclusions:

a. Customer's third-party hardware and software not part of this Agreement.

Problem Reporting Process:

Step 1: Contact eScribe using one of the following methods:

Toll free number 1-855-299-0023

Email: support@eScribemeetings.com

Portal: https://customerportal.eScribemeetings.com

Step 2: Provide the following information:

Provide Support Contact's name, location the Services are in Use, telephone number and E-mail address.

Step 3: Provide a description of the problem.

Provide as much detail, including system error messages and screen printouts, as possible. eScribe assign a Priority Level based on the response matrix below.

Priority Level	Initial Response	Status Updates
1- Complete Services or business critical functions unavailable or impaired	Within 2 hours	Every 4 hours
2- Specific Services functions unavailable or impaired	Within 4 hours	Every 8 hours
3- Services operational, isolated or individual user issues	Next Business Day	As required on each reported incident

eScribe shall assign a ticket number to reference the case in all future communications with Customer regarding the reported incident. Customer understands that failure to provide accurate and detailed call information as described above may increase the amount of time needed by eScribe to diagnose the problem and develop a possible solution.

Regardless of the priority assignment, Customer's problem must relate to the Services in order for Support Services to be applied hereunder. Where eScribe is required to perform Support Services outside of the scope of the Agreement, including but not limited to investigations, efforts and resolutions pertaining to third party software, hardware, networks or facilities, eScribe shall charge Customer at its daily Implementation Services rate for the services rendered.

Using the Customer Community Portal, customers are able to check the status of their support tickets at any time.

The case will not be closed by eScribe until receipt of written confirmation from the Support Contact that the problem has been resolved. If written confirmation or feedback is not received within ten (10) business days, it will be assumed the problem has been resolved and the case will be closed.

General Support Terms:

a. The Support Contacts will be the only persons authorized to receive the Support Services hereunder and to instruct eScribe in respect of Support Services.
b. The delivery of Support Services hereunder does not extend to: i) Inadequate Customer computer configurations, installed third party software, internet connection issues or general internet congestion issues; ii) Services which have been altered, modified or improperly configured by the Customer, its customers, or any third party without eScribe's prior written consent; iii) failures related to an accident, disaster or other Force Majeure event; iv) any unauthorized use of the Services;
c. eScribe warrants that its Support Services personnel shall deliver services in a professional manner and in accordance with industry standards.
d. Response and resolution times provided in the Problem Reporting Process or otherwise whether orally or in writing, are intended as good faith estimates, guidelines or objectives only and are not to be taken as warranties or representations.

Appendix C – Implementation Services

Subject to the terms and conditions of this Agreement, eScribe shall perform the Implementation Services as listed below.

N/A

Appendix D – Legacy and Third Party Migrated Data Storage Fees

Upon the completion of the initial, or any subsequent Term or Third-Party Data Migration, (Appendix E) eScribe will measure the total Customer Content Storage in gigabytes (GB) to calculate any Legacy Data storage fees based on the following schedule:

GB	Price / GB / Year
0-50	$ 10.00
51-100	$ 9.50
101-150	$ 9.00
151-200	$ 8.50
201-300	$ 8.00
301+	$ 7.50

Appendix E – Third Party Data Migration – Project Scope

Subject to the terms and conditions of this Agreement, eScribe shall perform the Third-Party Data Migration Services listed below.

In Scope

- N/A

Out of Scope

- N/A

Assumptions

- N/A

Optional Sections

N/A

Additional Notes

- N/A

Migration Timelines

Data migrations are done as a phase 2 of your onboarding project. **Migration projects are not committed to the schedule until the project planning phase with your onboarding team.**

While we do our best to schedule as close as possible to go-live, typical lead times are approximately 6 months from date of scheduling. It is important to note that the incumbent system must remain available until after the migration is completed.

Note, an additional cost may apply if the migration needs to happen sooner than the initially scheduled timeline.

Additional Fees

At the completion of the migration, an additional legacy data storage fee will be charged based on the amount of migrated data in gigabytes (GB) as per the table in Appendix D.