

By-law Number 21-76

The Corporation of the Township of Clearview

Being a By-law to authorize the Mayor and Clerk to enter into a Pet Licensing Services Agreement with DocuPet Inc.

(Pet Licensing Services Agreement)

Whereas Section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

And Whereas Section 11 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides municipalities with the authority to provide for any service or thing that the municipality considers necessary or desirable for the public;

And Whereas Council of the Township of Clearview was presented with a report at the July 26, 2021 meeting, outlining the benefits of an online dog licensing program through a partnership with DocuPet Inc.;

And Whereas Council deems it expedient and necessary to enter into an Agreement with DocuPet Inc. to offer online services to residents for the purchase of dog tags;

Now Therefore Council of the Corporation of the Township of Clearview hereby enacts as follows:

1. That Schedule "A" – Pet Licensing Services Agreement between DocuPet Inc. and the Township of Clearview attached hereto, forms part of this by-law.
2. That the Mayor and Clerk are hereby authorized to sign the Agreement on behalf of the Corporation.
3. That this by-law shall take force and effect upon the passage hereof.

By-law Number 21-76 read a first, second and third time and finally passed this 26th day of July, 2021.

Doug Measures, Mayor

Sasha Helmkey, Clerk



Pet Licensing Services Agreement

This Pet Licensing Services Agreement (this "**Agreement**"), is entered into this ____ day of ____, 2021 (the "**Effective Date**") by and between DocuPet Inc., an Ontario corporation with offices at 2 Gore Street, Kingston, ON, K7L 2L1 ("**DocuPet**"), and The Corporation of the Township of Clearview , a municipal corporation whose primary place of business is 217 Gideon St, Stayner, ON L0M 1S0, Canada (the "**Organization**").

Background

DocuPet has developed and operates a program for providing pet licensing services.

The Organization wishes to engage DocuPet to perform certain pet licensing services for the Organization and its residents.

FOR GOOD AND VALUABLE CONSIDERATION (the receipt and sufficiency of which is hereby acknowledged by both parties), the Organization hereby engages DocuPet to perform, and DocuPet agrees to perform, those certain services described in Schedule A to this Agreement subject to and in accordance with the terms and conditions contained in Schedule B to this Agreement.

Schedules A, B, and C are attached and incorporated into this Agreement by reference and form a part of this Agreement. The documents comprising this Agreement and their order of precedence in case of conflict are:

- (1) this covering Agreement,
- (2) Schedule A – DocuPet Service Deliverables
- (3) Schedule B – DocuPet General Terms and Conditions
- (4) Schedule C – Pet Licence Fees

The foregoing documents together constitute the entire and final Agreement of the parties with respect to the subject matter of this Agreement.

DOCUPET INC.

TOWNSHIP OF CLEARVIEW

By:_____

By:_____

Name: **Grant Goodwin**

Name: Doug Measures

Title: Mayor

Title: **Chief Executive Officer**

By:_____

Name: Sasha HelmKay

Title: Clerk/Director of Legislative Services

CONTACT INFORMATION FOR THE ORGANIZATION	
Contact Name and Title:	Joseph Paddock, Senior By-law Enforcement Officer
Address:	217 Gideon Street, Stayner ON, L0M 1S0
Phone:	705-428-6230 ext. 241
Email:	jpaddock@clearview.ca
Fax:	705-428-0288

CONTACT INFORMATION FOR DOCUPET	
Contact Name and Title:	Grant Goodwin, Chief Executive Officer
Address:	2 Gore Street Kingston, Ontario, K7L 2L1
Phone:	1-855-249-1370
Email:	grant.goodwin@docupet.com
Fax:	1-613-547-5529

SCHEDULE A
to Pet Licensing Services Agreement
SERVICE DELIVERABLES

1. DEFINITIONS

- a. Unless otherwise defined in this Schedule A, capitalized terms used in this Schedule A shall have the meaning given to those terms in Schedules B and C to this Agreement.

2. SERVICES

- a. During the Term, DocuPet will provide to the Organization the pet registration services described in this Schedule A (collectively, the "**Services**") subject to and in accordance with the terms set out in this Agreement. DocuPet may also provide additional Optional Services (as defined in Schedule B below) to Pet Owners which are not part of this Agreement but which may be offered through the Website (as defined below) or through any other medium or in any other manner.

- b. Website

- i. Organization-branded Pet Owner Portal

- 1. Applications for Pet Registrations

- a. Pet Owners shall have the option of applying for Pet Registrations electronically through the DocuPet Website.
 - b. Pet Owners may apply for pet registration through the DocuPet Website by providing the following information and/or such other information as DocuPet and the Organization may agree ("**Registration Information**"):

- i. Name
 - ii. Email
 - iii. Address
 - iv. Telephone – day and evening
 - v. Name of pet
 - vi. Species (Dog or Cat)
 - vii. Breed and description (sex, colour, age, etc.)

- viii. Spayed or neutered
- ix. Microchipped
- x. Rabies vaccination and date
- xi. Alternate contact information
- xii. Date of Birth

2. Payment of Pet Licence Fee

- a. At the time of Registration made via the Website, each Pet Owner shall pay a Pet Licence Fee for each Pet based on the rates set out in Schedule C (the "**Pet Licence Fee**"). The Pet Licence Fee for each Pet Registration shall be paid through the Website by credit card, debit card or other payment method (as determined by DocuPet at its discretion). Pet Owners may be charged an Online Processing Fee for purchases made via the Website.

ii. Administrative Portal

1. Pet Registrations

- a. The Organization may allow their employees, volunteers and contractors/designates to accurately input Pet Registration Information into the application on the Website. DocuPet shall have no responsibility for verifying the accuracy or completeness of any Registration Information or for any errors therein.

2. Data Upload and Download

- a. DocuPet agrees to provide functionality for the uploading and downloading of Pet Registration Information.

3. Reporting

- a. DocuPet agrees to provide its standard reporting tools to the Organization including those providing record and financial information related to Pet Registrations.

iii. Data Storage

1. All Registration Information that is inputted through the Website will be stored within the Software so that the Registration Information may be accessed by the Organization, the DocuPet Personnel and other persons authorized by the Pet Owner.

iv. Website Support

1. DocuPet agrees to provide to the Organization ongoing support and maintenance of the Website, including updates and access to future versions of the Website. Support and maintenance for the Website includes: ongoing problem identification, resolution services, and correction of programming errors, so that the Website will at all times conform to the specifications.

c. Account Support

- i. DocuPet will assign an account manager who will be responsible for:

1. Overseeing and managing the performance of DocuPet's obligations under this Agreement;
2. Serving as the Organization's primary point of contact for operational matters pertaining to this Agreement; and
3. Promptly answering the Organization's queries and cooperating with the Organization to address issues relating to the Services deemed urgent by the Organization.

ii. Training

1. DocuPet agrees to provide the Organization with ongoing training regarding the usage of the Website via Video Conference-based sessions, training videos and online help content.

d. Customer Service

- i. DocuPet will provide all technical and other customer support for Pet Owners with respect to the Website and the Services, with support being provided during normal business operation hours of 9:00AM to 8:00PM EST Monday to Friday, holidays excepted.

e. Ordinance Awareness

- i. DocuPet may endeavor to promote awareness of the Organization's ordinances and regulations relating to pet registration and responsible pet ownership in any way, in its sole discretion.

f. Pet Tags

- i. DocuPet agrees to provide Pet Tags to the Organization for each Pet Registration added to the Website. Pet Tags may be distributed via Pet Tag Mailings, or distributed directly by the Organization or its Vendors to Pet Owners at the time of Registration. DocuPet agrees to deliver Pet Tags to the Organization at its primary location on an as needed basis for the purpose of direct distribution.

g. Pet Tag Mailings

- i. DocuPet shall send applicants who use the Website confirmation of their Pet Registration number, a Pet Tag if required, and other information or documents related to the Services, the Organization and DocuPet. DocuPet will send this package within five (5) business days of completion.

h. Emailed Licence Compliance Notifications

- i. At the direction of the Organization, DocuPet may prepare and deliver Licence Compliance Notifications ("**Licence Compliance Notifications**") via e-mail.

i. Mailed Licence Compliance Notifications Generation

- i. At the direction of the Organization, DocuPet may prepare Licence Compliance Notifications in digital PDF format.

j. Managed Services

i. Mailed Licence Compliance Notifications Sending

- 1. At the direction of the Organization, DocuPet may send Licence Compliance Notifications via regular mail.

ii. Data Handling

1. At the direction of the Organization, DocuPet personnel may add or edit Registration Information via the Website. This information may be added through any of the following methods:
 - a. Mailed-in Application Form Processing;
 - b. Data formatting;
 - c. Hand-keying information when a Pet Owner has contacted DocuPet's Customer Service team.

3. DOCUPET PLATFORM STANDARDS

a. Connectivity

- i. The Organization shall be responsible for ensuring that any and all of its services centres that provide Pet Registrations are connected to the Internet. The Organization acknowledges and agrees that access to the Website and the Software require Internet connectivity and use of a latest-version web browser and that DocuPet is not responsible for the inability of the Organization, Pet Owners or potential Pet Owners to access the Website or the Software as a result of failures of any of their applicable internet access provider or use of outdated or non-current versions of software.

b. Backup and Disaster Recovery

- i. DocuPet shall provide such back-up, disaster recovery and storage capabilities as typically provided in its industry so as to provide reasonable availability of the Services during an event that would otherwise affect the delivery of the Services.

c. PCI Compliance

- i. DocuPet shall comply with payment card industry (PCI) security standards. DocuPet shall utilize a payment processing company (Stripe, or a competitor(s) of Stripe) for processing payments received through the Website.

d. Data Protection

- i. DocuPet shall ensure that the platform and all services are in compliance with applicable Canadian and Ontario Laws relating to data protection. For clarity, this includes personal information gathering, use and disclosure whether in the form of Registration Information or Organization Data. DocuPet shall maintain a log-in account and password that permits access to Pet Owner's accounts and Registration Information for the purposes of providing the services as outlined in this agreement. DocuPet will promptly notify the Organization upon its becoming aware that any of its passwords have been stolen, leaked or otherwise compromised. The Organization will promptly notify DocuPet upon its becoming aware that any of its passwords have been stolen, leaked or otherwise compromised.

e. Location

- i. The servers hosting the Licensed Software shall be under Canadian legal jurisdiction and that the data in their possession shall be collected, managed and stored in accordance with any applicable Canadian and Ontario privacy Laws.

f. Backup

- i. DocuPet will ensure there are offsite backups performed each day. DocuPet will, as a minimum on a monthly basis, ensure the backups are sufficient and can restore/regenerate the system in the event of a server failure. On request, the Organization will be allowed to review architecture and ability to meet performance obligations.

g. Service Level

- i. The Website is engineered to be available 24 hours a day, 7 days a week, 52 weeks a year. The Website shall meet Ontario industry standard accessibility service levels and shall operate on all major browser platforms. Due to various factors, users may experience system unavailability (unscheduled downtime). In the event that unscheduled downtime exceeds 4 hours a month, during normal business operation hours (9:00AM to 5:00PM EST Monday to Friday, holidays excepted), or unscheduled downtime exceeds 8 hours outside normal business hours (9:00AM to

5:00PM EST Monday to Friday, holidays included), DocuPet will provide the Organization with a remediation plan. Three consecutive months of greater than 4 hours of downtime, during normal business operation hours (9:00AM to 5:00PM EST Monday to Friday, holidays excepted), or 8 hours outside of normal business hours, will be grounds for immediate contract termination. Unscheduled downtime instances will be reported to the Organization on demand and quarterly. DocuPet will work with the Organization to prepare a document outlining the procedures and communication protocols that will be put in place in the event of scheduled and unscheduled downtime. A contingency plan for downtime procedure will also be included in this document.

h. Control of Website

- i. The Website and all content on the Website shall at all times be under the control and at the discretion of DocuPet.

i. Website Security

- i. DocuPet will take user security and privacy concerns seriously. User data is stored securely, and only as much personal data as is required to provide DocuPet's services to users is collected. DocuPet will use industry standard security infrastructure and practices to ensure users' data is appropriately protected.

SCHEDULE B
to Pet Licensing Services Agreement
DOCUPET GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

a. Defined Terms as used in this Agreement:

"Confidential Information" means all confidential Information (including confidential, proprietary, trade secret, scientific, technical or business know-how or Information of a Party) which is disclosed by or at the direction of one Party to the other Party in connection with this Agreement.

"DocuPet Owned Work" means any and all materials, information, inventions, methods, procedures, technology, know-how, data and other Intellectual Property Rights owned or developed by DocuPet whether prior to, during or after the Term, including the Website, the Software and all information and data relating to the Optional Services.

"DocuPet Personnel" means partners, employees and independent contractors of DocuPet and its approved subcontractors assigned to perform the Services pursuant to this Agreement.

"Including" and its derivatives (such as "include" and "includes") mean including without limitation. This term is as defined, whether or not capitalized in this Agreement.

"Intellectual Property Rights" means, on a worldwide basis, any and all:

- Rights associated with works of authorship, including copyrights, moral rights and mask-works;
- Marks;
- Trade secret rights;
- Patents, designs, algorithms and other industrial property rights;
- Other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, or otherwise; and
- Registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

"Law" means:

- Any statute, regulation, by-law, ordinance or subordinate legislation in force from time to time to which a Party is subject, including but not limited to data protection and privacy laws;
- The common law and the laws of equity as applicable to the Parties from time to time;
- Any binding order, judgement, decree, direction, policy, or rule including from a governmental authority; or
- Any applicable industry code, policy or standard enforceable by law.

"Licence Compliance Notifications" shall mean any communication sent to a Pet Owner with information regarding the requirement to purchase a Pet Registration for a particular Pet.

"Losses" shall mean all losses, liabilities, damages and claims, and all related costs and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties).

"Marks" means all trademarks, service marks, trade names, trade dress, symbols, logos, designs, and other source identifiers.

"Material" means all systems, software, technology, documentation, reports, notes, tools, methods, methodologies, processes, procedures, workflows, inventions, forms, data, data formats, data compilations, program names, designs, drawings, videos and other material created, furnished or made available in connection with this Agreement

"Organization Engagement Officer" has the meaning given to that term in Section 3(a).

"Organization Data" means any and all information provided by Organization to DocuPet pursuant to or in connection with this Agreement, directly or indirectly, and whether in printed, electronic, magnetic, optical or other form, but, for certainty, excludes any DocuPet Owned Work and Registration Information.

"Optional Services" means additional products and services that are provided by DocuPet to registered Pet Owners directly and not through this Agreement.

"Parties" means DocuPet and the Organization and "Party" means any one of them.

"Pet" means a dog or cat or any other animal that can be registered in accordance with the Organization's by-laws, ordinances or regulations.

"Pet Licence Fee" means the Pet Licence Fee described in Schedule C.

"Pet Owner" means the person applying for the Pet Registration for an applicable Pet.

"Pet Registration" means the registration issued or renewed according to the Organization's by-laws, ordinances or regulations to a Pet Owner for a particular period.

"Pet Tag" means a metal identification tag to be worn by a Pet that is marked with required information related to a Pet Registration.

"Postage" means costs incurred by DocuPet in packaging and delivering material to Pet Owners in connection with the Services including labour.

"Services" has the meaning given to that term in Schedule A.

"Software" means the software application provided through the Website, which among other things, stores the Registration Information and provides authorized access thereto through the Internet.

"Standard Fees" has the meaning given to that term in Schedule C.

"Term" has the meaning given to that term in Section 5.

"Website" means the Internet website "www.DocuPet.com" and associated web pages.

b. Other Terms.

- i. Other terms used in this Agreement are defined where those are used and have the meanings there indicated.
- ii. Those terms, acronyms and phrases utilized in the IT services industry or other pertinent business context shall be interpreted in accordance with their generally understood meaning in such industry or business context.

2. **DOCUPET SERVICES**

- a. Provision of Services. During the Term, DocuPet will perform the Services in a competent, careful and professional manner in accordance with the terms and conditions of this Agreement and the relevant Task Orders and shall ensure that all of its employees, representatives and subcontractors delivering Services act in a professional and businesslike manner appropriate for the provision of a public

service.

b. Use of Subcontractors

- i. DocuPet shall not be entitled to delegate or subcontract any of its obligations under this Agreement without the Organization's prior written approval which shall not be unreasonably withheld. Notwithstanding DocuPet's use of subcontractors, the Organization's sole point of contact regarding the Services shall remain DocuPet.

c. Facilities and Assets

- i. Except as otherwise specified, or as otherwise mutually agreed, all of the Services shall be provided from DocuPet facilities. DocuPet shall be responsible for providing all office space and associated utilities, office furniture and supplies, and workstation equipment and software, as required to perform such Services. In the event that DocuPet is required to visit a Organization facility, the Organization shall provide a safe workspace that has computer access and internet connectivity and access to such Organization personnel as DocuPet reasonably requires to accomplish the work to be performed at the Organization's facilities.

d. DocuPet Methodologies, Tools and Training

- i. Unless otherwise agreed in writing in a Task Order, DocuPet hereby reserves to itself all rights to use such languages, tools, methodologies and practices as it determines in its sole discretion to make, have made, use, copy, display, operate, maintain, develop, support, modify, enhance and prepare derivative works relating to the DocuPet Owned Work and any other existing or future systems, software or technology owned, or operated by or on behalf of DocuPet. For certainty, DocuPet may add features, upgrades and content to the Website, Software or other DocuPet Owned Work, consistent with the terms and intent of this Agreement and without the consent of the Organization.

3. ORGANIZATION RESPONSIBILITIES

a. Organization Engagement Officer

- i. The Organization will assign an officer who will serve as the Organization's primary point of contact with DocuPet for all matters pertaining to this Agreement (the "**Organization Engagement Officer**"). The Organization Engagement Officer will be responsible and authorized to accommodate

reasonable requests by the DocuPet Engagement Manager for information, data and support of a type specified in the Task Orders or as required to for DocuPet to perform its obligations under this Agreement.

b. DocuPet Policies

- i. The Organization agrees to abide by all reasonable use, security and other policies in respect of the Services, including policies that apply to the access of the Website and the Software as established and amended by DocuPet from time to time. The Organization shall also train and require its employees, contractors and volunteers to abide by such policies and oversee compliance.

c. Program Training

- i. The Organization shall provide DocuPet with reasonable, regular access to all Organization staff or authorized contractors that will be inputting the Registration Information to ensure that they are inputting the information accurately, effectively and successfully. DocuPet and the Organization shall work together to identify any individual that requires additional training. The Organization shall ensure that its contractors have employees and volunteers that are familiar with DocuPet procedures and that all such persons comply with DocuPet's procedures for handling the application for Pet Registrations and the payment of Pet Licence Fees.

4. FINANCIAL MATTERS

a. Pet Registration Fees and Standard Fees

- i. DocuPet shall be entitled to receive from the Organization the standard fees set out in Table 1.2 in Schedule C (the "**Standard Fees**").

b. Collection and Allocation of Fees

- i. Fees under this Agreement shall be collected as follows:
 1. The Organization and other Organization contractors may collect Pet Licence Fees through "offline" transactions; and
 2. DocuPet may collect the Pet Licence Fees through the Website.

- ii. Pet Licence Fees shall be allocated between the Parties as follows:
 - 1. DocuPet shall pay the Organization all Fees collected through the Website, less all Standard Fees payable to DocuPet, which will be paid to the Organization by DocuPet coinciding with the issuing of the monthly invoice contemplated by Section 4(d).
 - 2. The Organization shall pay DocuPet any Standard Fees associated with the Organization's or any Organization contractor's sale of Pet Registrations.
- iii. Except as contemplated in this Section 4(b), the Organization shall not be entitled to any payments of any kind from DocuPet.

c. Taxes

- i. The Parties' respective responsibilities for taxes arising under or in connection with this Agreement shall be as follows:
 - 1. Each Party shall be responsible for any personal property taxes on property it owns or leases, for franchise and privilege taxes on its business, and for taxes based on its net income or gross receipts.
 - 2. DocuPet shall be responsible for any sales, use, excise, value-added, services, consumption and other taxes and duties, if any, payable by DocuPet on the goods or services used or consumed by DocuPet in providing the Services. The Organization shall be responsible for any sales, use, excise, value-added, services, consumption and other taxes and duties payable by the Organization on the goods or services used or consumed by the Organization in supporting DocuPet's performance of the Services.
 - 3. The Organization shall be responsible for any sales, use, excise, value-added, services, consumption or other tax, if any, that is assessed for Pet Registrations or Pet Tags or on the receipt or provision of the Services as a whole, or on any particular Service.
 - 4. The Parties agree to cooperate with each other to enable each to more accurately determine its own tax liability and to minimize such liability to the extent legally permissible. DocuPet's invoices shall separately state the amounts of any taxes for which the Organization is legally responsible under this Agreement that

DocuPet is collecting from the Organization, and DocuPet shall remit such taxes to the appropriate authorities in a timely manner. The Organization shall not be responsible for any interest or penalties assessed by a taxing authority arising from DocuPet's failure to remit the appropriate amount of tax on a timely basis. Each Party shall provide and make available to the other any resale certificates, information regarding out-of-state or out-of-country sales or use of equipment, materials or services, and other exemption certificates or information reasonably requested by the other Party.

d. Invoicing and Payment of Fees

- i. Within 15 days of the end of each calendar month, DocuPet shall render in arrears a single invoice for the aggregate amount of the Standard Fees (and all applicable taxes on the foregoing) deducted from the Pet Licence Fees collected by DocuPet through the Website during the month just ended. Each such invoice shall include a cover page that summarizes:
 1. All Pet Licence Fees collected by DocuPet for the month;
 2. The aggregate number of Pet Registrations applied for through the Website for the month;
 3. The aggregate amount of the Standard Fees (and taxes), retained by DocuPet for the month; and
 4. The aggregate amount paid to the Organization as a result of the sale of Pet Registrations on the Website during the applicable month.
- ii. Within 10 days of receipt of the invoice set out in 4(d), the Organization shall provide a written report that confirms that the Organization's records indicate the invoice is accurate.
- iii. Statements for Standard Fees and all applicable taxes shall be paid at the time of issuance of the invoice provided for in Section 4(d) out of the Pet Licence Fees collected by DocuPet. In the event that the revenues collected by DocuPet through the Website are insufficient to cover the amounts payable to DocuPet by the Organization in any given month, the outstanding amount set out in the invoice shall be payable no later than 30 days following the date of the applicable invoice.

e. Accountability

- i. DocuPet shall maintain complete and accurate records of the Services provided and supporting documentation for the amounts billed to and payments made by the Organization in connection with this Agreement. DocuPet agrees to provide the Organization with documentation and other information with respect to each invoice as may be reasonably requested by the Organization to verify accuracy and compliance with the provisions of this Agreement.
- ii. All records relating to the provision of the Services pursuant to this Agreement shall be retained for a minimum of 24 months or in accordance with legislative requirements, whichever is longer. These records shall be made available to the Organization upon reasonable request.

5. TERM

- a. The term of this Agreement will commence on the Effective Date and, unless terminated earlier in accordance with this Agreement, shall continue for an initial period of three (3) years (the "Term"). Thereafter, the Term will automatically renew for successive one (1) year periods (each a "Renewal Period"), but not to exceed five (5) years in the aggregate, subject to the Organization's and DocuPet's right to terminate at the end of the initial Term or any Renewal Period by providing the other party with not less than 90 days prior written notice.

6. INTELLECTUAL PROPERTY

a. Organization IP

- i. Nothing herein transfers to DocuPet any right, title, or interest of Organization in or to any Organization Data or Confidential Information. DocuPet agrees that as between DocuPet and Organization, all right, title and interest in Organization Data and other Confidential Information of Organization including Intellectual Property Rights therein will remain with the Organization.

b. DocuPet IP

- i. As between DocuPet and Organization, DocuPet or its licensors own and reserve all right, title and interest in and to the DocuPet Owned Work, DocuPet Marks, the Services and all hardware, Software and other items

used to provide the Services, other than such rights to use those as may be explicitly granted to Organization in this Agreement. No title to or ownership of any DocuPet Owned Work or proprietary rights related to the Services is transferred to Organization pursuant to this Agreement or any transaction contemplated by this Agreement. All rights not explicitly granted to the Organization are reserved by DocuPet.

c. Use of Marks

- i. During the Term, DocuPet shall be entitled to include the Organization's name and logo on (a) the Website; and (b) DocuPet's promotional materials; provided that DocuPet shall comply with all reasonable written usage policies communicated by the Organization to DocuPet from time to time, including the use of proper notices and legends.

7. CONFIDENTIALITY

a. Duties of Confidentiality

- i. Each Party agrees to maintain the confidentiality of the other Party's Confidential Information and to use such Confidential Information only as expressly authorized under this Agreement. For the purposes of this Section 7(a), the Party providing Confidential Information shall be referred to as the "**Disclosing Party**" and the Party receiving Confidential Information shall be referred to as the "**Recipient**".
- ii. Without limiting the generality of the foregoing and subject to the provisions of applicable Laws, the Recipient shall both during the Term and at any time thereafter (a) not disclose any of the Disclosing Party's Confidential Information to any person other than for the express purposes set out in this Agreement, without the Disclosing Party's prior written consent, (b) not disclose the Disclosing Party's Confidential Information to any person other than its affiliates and its and their consultants, professional advisors, independent contractors, outsourcers and other service providers for the purpose of providing them, or any of them, services or who have a need to know, (c) not reproduce all or any part of the Disclosing Party's Confidential Information or make any derivative work based upon or derived from the Disclosing Party's Confidential Information without the prior written consent of the Disclosing Party, (d) comply with all of the Disclosing Party's policies, standards, requirements and specifications that are provided to the Recipient in writing in relation to the use and storage of Confidential Information disclosed to the Recipient; (e) not remove, alter, cover or obfuscate any proprietary notice, including any Intellectual Property Right legend on any of the Disclosing Party's

Confidential information.

b. Excluded Information

- i. The obligations of confidentiality of the Recipient in Section 7(a) shall not extend to information that the Recipient can establish by written evidence, (a) is or becomes publicly known through no wrongful act of the Recipient; (b) is properly made available to the Recipient without confidential or proprietary restriction from a source other than the Disclosing Party; (c) the Recipient can show was rightfully in its possession without obligation of confidentiality; (d) the Information was approved by the Disclosing Party for disclosure in a written document signed by a senior officer of the Disclosing Party; (e) is required to be disclosed by Law, provided that Recipient will take all available reasonable means not to disclose any Confidential Information of the Disclosing Party without its consent or prior disclosure to the Disclosing Party, unless preclude by Law from doing so, and will only disclose the minimum amount of Confidential Information compelled by law; or (f) is independently developed.

c. Privacy

- i. In addition to DocuPet's confidentiality obligations under Section 7(a), DocuPet will collect, use, store, disclose and dispose of and otherwise handle personal information collected or accessible to DocuPet in accordance with all applicable Canadian and Ontario privacy Laws and ensure that personal information is not handled other than as permitted hereunder or as otherwise agreed to by the Parties in writing.
- ii. Notwithstanding the foregoing, DocuPet shall be entitled to disclose or use Registration Information to the extent that the individual who provided the Registration Information has consented to such use and disclosure in accordance with all applicable Laws.

d. Acknowledgement

- i. The Recipient acknowledges and agrees that any violation of the provisions of this Section 7 may cause irreparable damage or injury to the Disclosing Party, the exact amount of which may be impossible to ascertain, and that, for such reason, the Disclosing Party shall be entitled to obtain interim, interlocutory, and final injunctive relief restraining Recipient from breaching, and requiring Recipient to comply with, its obligations under this Section 7. Recipient hereby acknowledges the importance to Disclosing Party of the strict compliance with the provisions of this Section 7 and acknowledges that the Disclosing Party's interest in the strict

enforcement thereof will outweigh the balance of convenience or harm which Recipient may suffer as a result of the strict enforcement of this section.

e. Reporting

- i. Each Party will promptly report to the other Party any actual or suspected violation of the terms of this Section 7 and will take all reasonable further steps requested by the other Party to prevent, control or remedy any such violation.

8. REPRESENTATIONS, WARRANTIES AND LIMITATION OF LIABILITY

a. Warranties

- i. DocuPet represents and warrants that:
 1. it is competent to perform the Services;
 2. it has the necessary qualifications, including knowledge, skill and experience to perform the Services, together with the ability to use those qualifications effectively for that purpose;
 3. the Software used in connection with the performance of the Services, does not infringe any Intellectual Property Right of any third-party, or contain confidential or proprietary material misappropriated by DocuPet from any third-party. The foregoing warranty will not apply to the extent infringement is caused by (a) modifications of the Software or the Website by a party other than DocuPet or its subcontractors, agents or representatives, (b) the combination of the Software with software or other items or products not provided or recommended by DocuPet, or (c) designs, specifications or instructions provided by or at the direction of the Organization (as opposed to the manner in which such designs, specifications or instructions are implemented by DocuPet).
- ii. The Organization represents and warrants to DocuPet that this Agreement is binding and enforceable in accordance with its terms under the Laws of the jurisdiction in which the Organization is located.

b. Warranty Disclaimer

- i. OTHER THAN AS PROVIDED IN THIS AGREEMENT (INCLUDING ANY TASK ORDER), THERE ARE NO EXPRESS WARRANTIES AND THERE ARE NO

IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

c. Limitation of Liability

- i. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF THE OTHER PARTY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED UPON CONTRACT, TORT, BREACH OF WARRANTY OR ANY OTHER LEGAL OR EQUITABLE GROUNDS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- ii. DOCUPET TOTAL LIABILITY TO THE ORGANIZATION IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR IN TORT, SHALL BE LIMITED TO THE TOTAL FEE PAID TO DOCUPET UNDER THIS AGREEMENT. THE LIMITATIONS SET FORTH IN THIS SECTION 8(c) SHALL NOT APPLY WITH RESPECT TO: (A) DAMAGES OCCASIONED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY, (B) DAMAGES OCCASIONED BY THE IMPROPER OR WRONGFUL TERMINATION OF THIS AGREEMENT; or (C) DAMAGES OCCASIONED BY A PARTY'S BREACH OF SECTION 2(H), SECTION 6 OR SECTION 7.

9. TERMINATION

- a. Either party may terminate this agreement at any time with ninety (90) days written notification to the other party.
- b. Should either party be in breach of its covenants or undertakings under this Agreement, which remains un-rectified for a period of 30 days following written notification of such breach (or if such breach cannot be remedied within 30 days, the party in breach has not diligently commenced steps to remedy the breach within 30 days), the party not in breach may, at its option and without prejudice to any other rights or remedies it might have, immediately terminate this Agreement.
- c. Organization Data and Registration Information, including all copies thereof, shall be returned to the Organization within thirty (30) days following the termination of this Agreement. The Organization Data will be made available to the Organization for download in a commonly accessible file format such as comma separated value format (.csv). DocuPet shall also eliminate all Organization Data and Registration Information otherwise retained in the system maintained for the Organization under this Agreement in a manner satisfactory to the Organization.

10. FORCE MAJEURE

- a. Neither Party shall be liable for any default or delay in the performance of its obligations under this Agreement:
 - i. if and to the extent such default or delay is caused by fire, flood, earthquake, elements of nature or acts of God, riots, terrorism, civil disorders, rebellions or revolutions in any country, or any other cause beyond the reasonable control of such Party; and
 - ii. provided the non-performing Party is without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot be circumvented by the non-performing Party through the use of commercially reasonable alternate sources, work-around plans or other means.
- b. The affected Party will promptly notify the other Party of the circumstances causing its delay or failure to perform and of its plans and efforts to implement a work-around solution. For as long as such circumstances prevail, the Party whose performance is delayed or hindered will continue to use all commercially reasonable efforts to recommence performance without delay.

11. INSURANCE AND INDEMNITIES

- a. Insurance
 - i. DocuPet shall at its own expense obtain and maintain during the Term the following insurance:
 1. Commercial general liability insurance on an occurrence basis for an amount of not less than Two Million Dollars (\$2,000,000) with respect to DocuPet's operations, acts and omissions relating to its obligations under this Agreement.
 2. Automobile liability insurance for an amount not less than Two Million Dollars (\$2,000,000) covering all vehicles owned, operated or leased by DocuPet and used in any manner in connection with the performance of the Services.
 - ii. The Organization shall be named as an additional insured in the commercial general liability policy. A copy of the certificate of insurance will be provided to the Organization.
 - iii. DocuPet shall be entirely responsible for the cost of any deductible that is

maintained in any insurance policy.

- iv. DocuPet shall not commence work under this Agreement until such time as it has obtained insurance in accordance with Section 11(a)(i). Upon the request of the Organization, DocuPet shall provide the Organization with evidence of the policies DocuPet is required to maintain under 11(a)(i).
- v. If DocuPet fails to maintain insurance as required by this Agreement, the Organization shall have the right to provide and maintain such insurance and give evidence to DocuPet. DocuPet shall pay the cost thereof to the Organization on demand.

b. Indemnity By DocuPet

- i. DocuPet will indemnify, defend and hold harmless the Organization its officers, directors, employees, agents, representatives, successors, and assigns, from any and all Losses arising from any of the following:
 - 1. Any third-party claim resulting from the wrongful or negligent acts or omissions of DocuPet, its representatives, contractors or agents; and
 - 2. Any breach of any representation, warranty or covenant of DocuPet set out in this Agreement; and
 - 3. To the degree to which any losses or allegations relate to actions or omissions of DocuPet which are proven in a court having jurisdiction over such matters.

c. Indemnity By the Organization

- i. The Organization will indemnify, defend and hold harmless DocuPet, its officers, directors, employees, agents, representatives, successors, and assigns, from any and all Losses arising from any of the following:
 - 1. Any third-party claim resulting from the wrongful or negligent acts or omissions of the Organization, its representatives, contractors or agents; and
 - 2. Any breach of any representation, warranty or covenant of the Organization set out in this Agreement; and
 - 3. To the degree to which any losses or allegations relate to actions or

omissions of the Organization which are proven in a court having jurisdiction over such matters.

12. DISPUTE RESOLUTION

- a. Any dispute between the Parties arising out of or relating to this Agreement, including with respect to the interpretation of any provision of this Agreement and with respect to the performance by DocuPet or the Organization, shall be resolved as provided in this Section 12. Prior to the initiation of formal dispute resolution procedures, the Parties shall first attempt to resolve their dispute informally, as follows:
 - i. Upon the written request of a Party, each Party shall appoint a designated representative whose task it will be to meet for the purpose of endeavoring to resolve such dispute. The designated representatives shall meet as often as the Parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue which the Parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and attempt to resolve the dispute without the necessity of any formal proceeding. During the course of discussion, all reasonable requests made by one Party to another for non-privileged information, reasonably related to this Agreement, shall be honored in order that each of the Parties may be fully advised of the other's position. The specific format for the discussions shall be left to the discretion of the designated representatives.
- b. Formal proceedings for the resolution of a dispute may not be commenced until the earlier of:
 - i. the designated representatives concluding in good faith that amicable resolution through continued negotiation of the matter does not appear likely; or
 - ii. thirty (30) days after the initial written request to appoint a designated representative pursuant to Section 12(a) above (this period shall be deemed to run notwithstanding any claim that the process described in this Section 12 was not followed or completed).
- c. This Section 12 shall not be construed to prevent a Party from instituting, and a Party is authorized to institute, formal proceedings earlier to (a) avoid the expiration of any applicable limitations period, (b) preserve a superior position with respect to other creditors, or (c) obtain a temporary restraining order or other injunctive relief.

- d. Each Party agrees to continue performing its obligations under this Agreement while any dispute is being resolved unless and until such obligations are terminated by the termination or expiration of this Agreement.

13. GENERAL

- a. Governing Law

- i. The Agreement and performance under it will be governed by and construed in accordance with the Laws of the jurisdiction in which the Organization is located.

- b. Relationship of the Parties

- i. DocuPet is performing the Services as an independent contractor. DocuPet has the sole right and obligation to supervise, manage, direct, and perform all work to be performed by its personnel under this Agreement unless otherwise provided herein or in the Task Order. Persons who perform the Services are employees of DocuPet (or its subcontractors) and DocuPet will be solely responsible for payment of compensation to such persons and for any injury to them in the course of their employment. DocuPet will assume full responsibility for payment of all taxes, withholdings and contributions required in respect of its employees.

- c. No Waiver of Default

- i. No waiver will be effective unless in writing signed by an authorized representative of the Party against which enforcement of the waiver is sought. Neither the failure of either Party to exercise any right of termination, nor the waiver of any default will constitute a waiver of the rights granted in this Agreement with respect to any subsequent or other default.

- d. Remedies Cumulative

- i. All remedies specified in this Agreement will be cumulative and in addition to any other remedies available under this Agreement or at Law or in equity.

- e. Assignment

- i. DocuPet may not assign, transfer or otherwise convey or delegate any of its rights or duties under this Agreement to any other Party without the prior written consent of the Organization, such consent not to be

unreasonably withheld. This Agreement shall be binding upon the respective successors and permitted assigns of the Parties.

f. Notices

i. All notices, requests and demands, other than routine communications under this Agreement, will be in writing and will be deemed to have been duly given when delivered, or when transmitted by fax or email (with a copy provided by another means specified in this Section 13(f)), or one (1) business day after being given to an overnight courier with a reliable system for tracking delivery, or five (5) business days after the day of mailing, when mailed by mail, registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

1. In the case of DocuPet, to:

DocuPet Inc.
2 Gore Street
Kingston, Ontario, K7L 2L1
Attention: Chief Executive Officer
Email: grant.goodwin@docupet.com

2. In the case of the Organization, to the address set out on page 2 of this Agreement.

ii. Either Party may from time to time change the individual(s) to receive notices under this Section 13(f) and its address for notification purposes by giving the other prior written notice of the new individual(s) and address and the date upon which the change will become effective.

g. Interpretation

i. Unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing gender include all genders. References to articles and sections shall be references to articles and sections of this Agreement, unless otherwise specifically stated.

ii. The section headings in this Agreement are intended to be for reference purposes only and shall in no way be construed to modify or restrict any of the terms or provisions of this Agreement.

h. Counterparts

i. The Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which will together

constitute one and the same agreement.

i. Severability

- i. If any provision of this Agreement is held invalid by a court with jurisdiction over the Parties to this Agreement, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable Law, and the remainder of this Agreement will remain in full force and effect.

j. Survival

- i. Any provision of this Agreement, which contemplates performance subsequent to any termination or expiration of this Agreement, will survive any termination or expiration of this Agreement and continue in full force and effect.

k. Entire Agreement; Entering Into Task Orders; Amendments

- i. This Agreement (including any Schedules referred to herein and attached hereto and Task Orders executed by the Parties in accordance herewith) contains the entire agreement of the Parties and supersedes all prior agreements and representations, whether written or oral, with respect to the subject matter of this Agreement. To become effective, a Task Order must be signed by an authorized representative of each Party. Modification or amendment of this Agreement or any Task Order, or any part of this Agreement or Task Order, may be made only by a written instrument executed by authorized representatives of both Parties.

l. Compliance with Law

- i. Each party shall fully comply with all applicable Laws including those Laws regarding data protection, public corruption, non-discrimination in employment, occupational health and safety, accessibility, and environmental protection.

Schedule C

1. Pet Licence Fees

Table 1.1 outlines the current Pet Licence Fee schedule for dogs within the Organization in the local currency of the Organization. Pet Licence Fees are set by the Organization and are subject to change at any time at the direction of the Organization.

Table 1.1 – Pet Licence Fee Schedule for the Organization

Registration Type	Term	Fee
Not Spayed/Neutered (Intact)	365 days	\$32.00
Spayed/Neutered (Altered)	365 days	\$26.00
Replacement Tag	N/A	\$7.50

2. Standard Fees

The Standard Fees set out in Table 1.2 are to be paid to DocuPet without the prior written approval of the Organization. All fees are in the local currency of the Organization.

Table 1.2 – Listing of DocuPet’s Standard Fees

ITEM	FEE PAYABLE BY THE ORGANIZATION (in \$CAD funds)
<u>Website Fee</u> Organization-branded Pet Owner portal Administrative Portal for Organization staff	No Charge
<u>Online Credit Card Processing Fee</u> (applicable for all Pet Registrations sold via the Website) - An Online Processing Fee will be charged to Pet Owners for payments made via the Website.	No Charge
<u>Data Storage Fee</u>	No Charge

<u>Performance and Financial Reporting</u>	No Charge
<u>Account Management and Training Fee</u>	No Charge
<u>Customer Service Fee</u>	No Charge
<u>Pet Tag Fee</u> HomeSafe-enabled DocuPet Pet Tag	No Charge
<u>Pet Tag Mailing Fee</u> This can include the following pieces: <ul style="list-style-type: none"> • Pet Tag • Printed Communication • Postage 	No Charge
<u>Emailed Licence Compliance Notifications Fee</u>	No Charge
<u>Mailed Licence Compliance Notifications Generation Fee</u> This includes the following: <ul style="list-style-type: none"> • Creation of reminder letter PDF files • Provision of PDF files to Organization 	No Charge
<u>Start-Up Fee</u> One time payment due at the launch of a program that covers the DocuPet labour involved in developing and implementing the solution	\$4,999.00/one time
<u>Mailed Licence Compliance Notifications Sending Fee</u> This includes the following: <ul style="list-style-type: none"> • Personalized letter • Envelope • Postage 	\$2.50/mailing
<u>Data Handling Fee</u>	\$2.00/record

<p>This applies to records that DocuPet enters or alters on its Website with the use of DocuPet personnel after program launch and can include:</p> <ul style="list-style-type: none">● Mailed-in Applications● Orders made over the telephone via DocuPet’s Customer Service team● Data formatting by DocuPet’s Data Management team	
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