

bc.)



Corporation of the Township of Black River - Matheson
429 Park Lane
P.O. Box 601
Matheson, Ontario
P0K 1N0

RESOLUTION

DATE: January 21, 2019

NO: 2019 - _____

MOVED BY:

| | | |
|----------------------|-----------------------|--------------------|
| Councillor Dubien | Councillor Gibson | Councillor Cumming |
| Councillor De Marchi | Councillor Charlebois | Councillor Riach |

SECONDED BY:

| | | |
|----------------------|-----------------------|--------------------|
| Councillor Dubien | Councillor Gibson | Councillor Cumming |
| Councillor De Marchi | Councillor Charlebois | Councillor Riach |

THAT Council for the Township of Black River-Matheson agree to enter into an agreement with ICompass.

CARRIED DEFEATED

MAYOR'S SIGNATURE

Recorded Vote-TO BE COMPLETED BY CLERK ONLY

| | YEAS | NAYS |
|-----------------------|------|------|
| Councillor Dubien | | |
| Councillor Gibson | | |
| Councillor Cumming | | |
| Councillor De Marchi | | |
| Councillor Charlebois | | |
| Councillor Riach | | |
| Mayor Laderoute | | |

X

Cassandra Child
Clerk



**Township of
Black River – Matheson
January 21th, 2019**

**Report ADMIN-08-2019
Of the Deputy Clerk
For Consideration by Council**

RE: Action Report

OBJECTIVE: To enter into an agreement with ICompass in order to improve efficiencies and better deliverance of the Council packages.

RECOMMENDATIONS:

1. THAT:
 - a. Council agrees to enter into an agreement with ICompass
 - b. Council accepts this report as information only

Respectfully submitted:
Katie Browne

Approved:

John Regan
Chief Administrative Officer / Dir.
Economic Development

Cassandra Child
Director Corporate Services

BACKGROUND:

The Township of Black River-Matheson is currently seeking a more efficient process in regards to the council package. ICompass, which is part of the Diligent Family, was founded in 1999, designed exclusively for the needs of local government. This program is organized to enhance Municipalities efficiency and accessibility for both staff, Council and members of the community. It has developed a set of digital tools to assist municipal governments streamline their meetings and manage their records in a paperless, highly secured manner. Highly recommended by surrounding Municipalities, ICompass would allow for increased productivity within the Clerk's department and provide easy, accessible communication to both Councillor's and community members.

DISCUSSION:

Currently, the Township of Black River-Matheson uses an electronic version to send all members of Council their agendas for each Council meeting. Each document and/or report is created individually, agenda format and minutes included. When dealing with Microsoft Word, errors in formatting are not uncommon. When all agenda items are brought together, a motion is drafted, they are manually numbered to reflect the agenda number and then each individual document is scanned and uploaded to a desktop. Each document then needs to be saved under the appropriate meeting date. Once all items are saved, the agenda is then opened and each file is hyperlinked as a PDF for the convenience of council. All items are then saved to a zip file, ready to be emailed to councillor's individually. In any given agenda, the number of items can range from a light agenda, to one that holds up to 20 plus items. The size of the council package will determine if it can be emailed as one, or if it requires to be broken down into multiple emails due to size capacity. This in turn creates lack of organization for both reading the agenda prior to the meeting and maneuvering through the documents during a council meeting.

For every meeting, the agenda needs to be posted on the Township's website and copies of the agenda need to be made available for both media and community members who attend the council meeting. When you consider the time spent on this process, it is clear there are inefficiencies.

ICompass Meeting Manager Pro is designed to do the following:

- *Reduce meeting prep and follow up time by up to 80%*
- *Produce consistent, professional reports, agendas, minutes and track follow-ups from staff*
- *Manage all your core records needs with the records center*
- *Streamline work flows and approvals for the entire pre and post meeting process*
- *Give staff and citizens immediate access to all agendas, records, reports*

The Agenda Manager, which is part of the Meeting Manager Pro, is a drag and drop template, providing an easy and efficient way to be adding and removing items to an

agenda. This program provides a pre-populated template for all minutes and an online file storage that provides best in class security. There is unlimited storage for meeting documents, reports and agenda supported documents. All information stored within the "ICompass Cloud" is now available to be searched by any member of the community through the online search engine.

Should this program no longer act as a viable solution in the future, all data will be extracted from ICompass, encrypted and secured to a device, upholding their high standards in privacy and protection.

HIGHLIGHTS:

Additional programs that would benefit the municipality would be the Contract Tracker. This would hold all contracts that the Township is in partnership with, including its date of expiration and would send email notifications and reminders close to the date of renewal. There is also a Conflict of Interest Tracker that enables conflict declarations to be submitted online by council members. The submissions are managed in the Action Tracking dashboard by administration. Once a request is confirmed it is then automatically published to a public document folder. This link is then made available to the public.

WORK PLAN:

The contract would be drafted to reflect an effective agreement date of February 1st, 2019, if approved by council.

COMMUNICATION PLAN:

ICompass provides unlimited coaching sessions to employees who will be directly using this service. In order to ensure the success of this program, ICompass provides telephone and email support Monday to Friday from 6:30a.m. to 5:00p.m. (Pacific Time). For after-hours support, an agent will be available to answer a call 24 hours/day, 7days a week.

BUDGET/LEGAL IMPLICATIONS:

The annual fee to enroll with ICompass is as follows;

| Product | Cost |
|------------------------------|----------------------------------|
| Meeting Manager Pro | \$3,750.00 |
| Conflict of Interest Tracker | \$250.00 |
| Contract Tracker | \$250.00 |
| TOTAL | \$4250.00 (excluding HST) |

INTERDEPARTMENTAL IMPACTS:

The ICompass program has proven to reduce agenda preparation and creation of meeting minutes by up to 80%. This program's *best-in-class security* includes safeguards against external threats, including but not limited to, hackers, phishing and natural disasters.

This program will also be effective for other department heads to manage and track their reports.

LINKS TO STRATEGIC PLANS:

This program would align with the strategic plan in regards to vision statement, communication and engagement with residents.

ATTACHMENTS:

- ICompass Contract

RECOMMENDATION:

That Council agrees to enter into an agreement with ICompass.

| REQUIRED AND RECEIVED COMMENTS FROM: Yes or Not applicable | |
|---|-----|
| CAO | Yes |
| Clerk | Yes |
| Finance | Yes |
| Building Control & MLEO Department | No |
| Public Works & Environmental Department | No |
| Parks, Recreation & Facilities Department | No |
| Community Development and Tourism | No |
| Planning Department | No |
| Economic Development Department | No |
| Fire Department | No |



Diligent Services Agreement

THIS SERVICES AGREEMENT (the "Agreement") is entered into as of the February 1, 2019 (the "Effective Date"), between **Diligent Canada Inc. ("Diligent")**, with offices at Suite 300-150 Victoria Street, Kamloops BC V2C1Z7, Canada and Black River-Matheson, ON, with an address at 429 Park Lane, Matheson, ON P0K 1N0 (the "Customer").

1.0 Services.

- 1.1 Provision of Services.** During the Term, Customer's and Customer's end-users ("End Users") may access and use the services described in Section 9.0 of this Agreement (the "Services") in accordance with the terms of this Agreement. Customer will provide Diligent with all necessary and reasonable cooperation to enable Diligent to perform its obligations under this Agreement.

2.0 Customer Obligations.

- 2.1 Customer Administration of the Services.** Customer may specify End Users as "Administrators". Administrators have the ability to monitor, restrict, or terminate access to Services. Diligent's responsibilities do not extend to internal management or administration of the Services. Customer is responsible for: (i) maintaining the confidentiality of passwords and Administrator accounts; (ii) managing access to Administrator accounts; and (iii) ensuring that Administrators' use of the Services complies with this Agreement.
- 2.2 Compliance.** Customer is responsible and liable for use of the Services by its End Users and all consequences of such use (including any and all consequences and liabilities resulting from End Users making Customer Data publicly accessible through the Services). Customer will obtain from End Users, and any data subjects of Customer Data, any consents necessary to allow Administrators to engage in the activities described in this Agreement and to allow Diligent to provide the Services. Customer will comply with laws and regulations applicable to Customer's use of Services.
- 2.3 Unauthorized Use & Access.** Customer will prevent unauthorized use of the Services by or through its End Users and terminate any unauthorized use of or access to the Services. Customer will promptly notify Diligent of any unauthorized use of or access to the Services.
- 2.4 Restricted Uses.** Customer will not and will ensure that its End Users do not: (i) sell, resell, or lease the Services; (ii) reverse engineer or attempt to reverse engineer the Services, nor assist anyone else to do so; (iii) upload any Customer Data that is unlawful (iv) infringe the intellectual property rights of any third party by uploading Customer Data, (v) interfere with or disrupt the Services, the systems used to host the Services, or other equipment or networks connection to the Services, (vi) provide publicly, or make publicly available, any links, hypertext (Universal Resource Located (URL) address) or otherwise to the Services or any part thereof, (vii) perform any penetration testing on or with respect to the Services, including use of any tools, code or instruction intended to fuzz, damage, destroy, alter, reveal any portion or expose vulnerability of the Services, (viii) mirror the Services on any server, or (ix) allow any non-End Users to use any log-in information, codes(s), or other mechanisms issues to, or selected by, Customer or End Users for access to the Services.
- 2.5 Third Party Requests.**
- 2.5.1** "Third Party Request" means a request from a third party for records relating to an End User's use of the Services including information regarding an End User. Third Party Requests may include valid search warrants, court orders, or subpoenas, or any other request for which there is written consent from End Users permitting a disclosure.
- 2.5.2** Customer is responsible for responding to Third Party Requests via its own access to information policies.

3.0 Intellectual Property Rights; Confidentiality

- 3.1 Reservation of Rights.** Except as expressly set forth herein, this Agreement does not grant (i) Diligent any intellectual Property Rights in the Customer Data or (ii) Customer any Intellectual Property Rights in the Services or any other products or offerings of Diligent, Diligent trademarks and brand features, or any improvements, modifications or derivative works of any of the foregoing. "Intellectual Property Rights" means current and future worldwide rights under patents, copyright, trade secret, trademark, moral rights and other similar rights.
- 3.2 Suggestions.** Diligent may, at its discretion and for any purpose, use, modify, and incorporate into its products and services, and license and sublicense, any feedback, comments, or suggestions Customer or End Users send Diligent or post in Diligent's online forums relating to the Services, or other products or offerings of Diligent, without any obligation to Customer.
- 3.3 Confidential Information.** Customer understands and agrees that it will not reveal, publish or otherwise disclose to any person, firm or corporation, without written authorization of Diligent, or except as required by law, any Confidential Information of Diligent, including without limitation any trade secrets, confidential knowledge, data or other proprietary information relating to the Services. "Confidential Information" of a party means all information, written, electronic or oral, relating to the business, operations, services, facilities, processes, methodology, technologies, intellectual property, research and development, customers, strategy or other confidential or proprietary materials provided by a party during the Term. Each party will not disclose the Confidential Information of the other to any third party except for those provided under this Agreement or use it for any purpose other than to carry out the activities contemplated under this Agreement. Each party may only disclose the other's Confidential Information to its employees or third parties who assist with the operation of this Agreement (e.g. End Users, contract developers, service providers, etc.), who have a need to know in connection with this Agreement and who have agreed to obligations of confidentiality that are no less restrictive than the obligations in this Agreement. Each party will take reasonable steps, and in no event will those steps be any less secure than the steps it uses to protect its own similar information, to ensure that the other's Confidential Information is protected. Each party is responsible for the actions or inactions of its employees and advisors with respect to use and disclosure of the other's Confidential Information. The restrictions set forth in this paragraph will not apply to any information that: (a) was known by the receiving party without obligation of confidentiality prior to disclosure by the disclosing party; (b) was in or entered the public domain through no fault of the receiving party; (c) is disclosed to the receiving party by a third party legally entitled to make the disclosure without violation of any obligation of confidentiality; or (d) is independently developed by the receiving party

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without reference to any Confidential Information. To the extent that Confidential Information is required by applicable law or regulations to be disclosed, a receiving party may disclose such information after providing to the disclosing party, to the extent permitted by law, prompt notification of such request for disclosure for the purpose of challenging such request. The parties agree that any violation or threatened violation of this Section 3.3 will cause irreparable injury to the disclosing party for which money damages would be an insufficient remedy, therefore the disclosing party will be entitled to seek injunctive relief, without the necessity of posting bond or proving actual damages, in addition to other appropriate legal remedies.

- 3.4 Limited Rights.** Customer hereby grants to Diligent the right to use the Customer Data solely for the purposes of providing the Services pursuant to this Agreement. If Customer furnishes to Diligent any content or materials (including graphics, logos, trademarks, etc.) other than Customer Data (collectively "Customer Materials"), Diligent may use the Customer Materials in connection with the provision of the Services under this Agreement. Customer Data and Customer Materials may be stored, processed, transmitted and otherwise handled by Diligent and its authorized subcontractors outside of the jurisdiction in which the Customer Data or Customer Material originates.

4.0 Fees & Payment.

4.1 Fees.

- 4.1.1** Customer will pay Diligent for all applicable fees upfront annually.
- 4.1.2** Customer will pay any amounts related to the Services within thirty (30) days of the date of the invoice. Unless otherwise indicated, all dollar amounts referred to in the Agreement are in Canadian Dollars.
- 4.1.3** For any amount not paid when due, Diligent may charge an 18% per annum finance charge or, if lower, the maximum amount allowed by law. Customer will reimburse Diligent for its costs incurred (including reasonable attorney's fees) in the collection of Customer's past due amounts.
- 4.1.4** Except as specifically provided to the contrary in this Agreement, in the event of the cancellation, completion, expiration or termination of this Agreement, all monies paid or due or owing to Diligent by Customer shall be deemed non-refundable. Any reduction in Services ordered pursuant to Section 9 shall take effect as of the commencement of the next upcoming anniversary of the Effective Date.
- 4.1.5** Customer acknowledges that while it may choose to delay the implementation of the Services, this is not a valid reason for withholding payment on any invoices. Furthermore, the Customer will not withhold payment on any invoices for any other reason.
- 4.1.6** Diligent reserves the right to increase pricing, as listed, on an annual basis, by providing Customer with written notice of the new pricing at least sixty (60) days prior to the commencement of a Renewal Term and the pricing will apply to the Renewal Term unless Customer provides written notice of non-renewal in accordance with Section 5.1.

- 4.2 Taxes.** Customer is responsible for all taxes which are levied or imposed by reason of the transactions contemplated by this Agreement. Diligent will charge tax when required to do so, without deduction or withholding. If Customer is required by law to withhold any taxes, Customer must provide Diligent with an official tax receipt or other appropriate documentation.

- 4.3 Purchase Orders.** Any terms and conditions on a Customer purchase order will not apply to this Agreement or the Services provided hereunder and are null and void.

5.0 Term & Termination.

- 5.1 Term.** The "Initial Term" of this Agreement shall be one year commencing on the Effective Date, which shall automatically renew for further consecutive periods of one year (each a "Renewal Term") upon each expiry of the then current term, unless either party provides written notice to the other party of its intention not to renew at least 45 days prior to the end of the then current term. The Initial Term and each Renewal Term are together the "Term".
- 5.2 Termination for Breach.** Either party may terminate this Agreement if the other party materially breaches this Agreement and fails to cure the breach (if the breach is curable) within thirty (30) days after receiving the non-breaching party's written notice specifying the breach. Notwithstanding the foregoing, Diligent may terminate this Agreement immediately upon providing written notice to Customer if Customer breaches Section 2.4 (Restricted Uses) or Section 3.3 (Confidential Information), and Customer may terminate this Agreement immediately upon providing written notice to Diligent if Diligent breaches Section 3.3 (Confidential Information). Either party may terminate this Agreement immediately (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of such party's debts; (ii) upon the other party making an assignment for the benefit of creditors; or (iii) upon the other party's dissolution or ceasing to do business.
- 5.3 Effects of Termination.** If this Agreement terminates for any reason: (i) the rights granted by Diligent to Customer will cease immediately (except as set forth in this section); (ii) Diligent may provide Customer access to its account at then-current fees so the Customer may export its Customer Data; and (iii) after a reasonable period of time, Diligent may delete any Customer Data relating to Customer's account. The following sections will survive expiration or termination of this Agreement: 2.5 (Third Party Requests), 3.0 (Intellectual Property Rights; Confidentiality), 4.0 (Fees & Payments), 5.3 (Effects of Termination), 6.0 (Indemnification), 7.0 (Exclusion of Warranties; Limitation of Liability), and 8.0 (Miscellaneous).

6.0 Indemnification.

- 6.1 By Customer.** Customer will indemnify, defend, and hold harmless Diligent from and against all liabilities, damages, and costs (including settlement costs and reasonable attorney's fees) arising out of any claim by a third party against Diligent regarding: (i) Customer Data; (ii) Customer's use of the Services in violation of this Agreement; (iii) End Users' use of the Services in violation of this Agreement; (iv) modifications to the Services or any

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software provided in connection therewith, made by or on behalf of Customer; or (v) Customer's use or combination of the Services with any other software, hardware, or services that are not provided by Diligent.

- 6.2 By Diligent.** Diligent will indemnify, defend and hold harmless Customer from and against all liabilities, damages, and costs (including settlement costs and reasonable attorney's fees) arising out of any claim by a third party against Customer to the extent based on an allegations that Diligent's technology used to provide the Services to the Customer infringes or misappropriates any copyright, trade secret, patent or trademark right of the third party. In no event will Diligent have any obligations or liability under this section arising from: (i) use of any Services in a modified form or in combination with materials not furnished by Diligent and (ii) any content, information, or data provided by Customers, End Users, or other third parties.
- 6.3 Possible Infringement.** If Diligent believes the Services infringe or may be alleged to infringe a third party's Intellectual Property Rights, then Diligent may (i) obtain the right for Customer, at Diligent's expense, to continue using the Services; (ii) provide a non-infringing replacement for the Services with materially equivalent functionality; or (iii) modify the Services so that they no longer infringe. If Diligent does not believe the options described in this section are reasonable then Diligent may suspend or terminate this Agreement and/or Customer's use of the affected Services with no further liability or obligation to the Customer other than the obligation to provide the Customer with a pro-rata refund of pre-paid fees for the affected portion of the Services.
- 6.4 General.** The obligations of indemnification in this section are conditioned upon the party seeking indemnification promptly notifying the other party of the claim and cooperating with the other party in defending the claim. The indemnifying party will have full control and authority over the defense, except that: (i) any settlement requiring the party seeking indemnification to admit liability requires prior written consent of the party seeking indemnification, and (ii) the other party may join in the defense with its own counsel at its own expense. The indemnities above are Diligent's and Customer's only remedy under this Agreement for violation by the other party of a third party's Intellectual Property Rights.

7.0 Exclusion of Warranties; Limitation of Liability.

- 7.1 EXCLUSION OF WARRANTIES.** EXCEPT AS EXPLICITLY SET FORTH IN THIS AGREEMENT, DILIGENT MAKES NO OTHER REPRESENTATION, WARRANTY OR CONDITION, EXPRESS OR IMPLIED, AND EXPRESSLY EXCLUDES ALL IMPLIED OR STATUTORY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY QUALITY, DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE WITH RESPECT TO THE SERVICES. DILIGENT MAKES NO WARRANTY THAT THE SERVICES OR ANY INFORMATION OR DATA ACCESSED OR STORED THEREIN WILL MEET CUSTOMER'S REQUIREMENTS OR BE ACCURATE, ERROR-FREE, RELIABLE, OR AVAILABLE. DILIGENT DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND TO CUSTOMER WITH RESPECT TO ANY THIRD PARTY SOFTWARE FORMING PART OF THE SERVICES. TO THE EXTENT THAT A PARTICULAR JURISDICTION DOES NOT ALLOW FOR THE EXCLUSION OF A WARRANTY, THAT WARRANTY WILL BE LIMITED TO THE MINIMUM PERIOD OF TIME REQUIRED BY LAW STARTING AS OF THE EFFECTIVE DATE, AND THE INVALIDITY OF THE DISCLAIMER WILL NOT AFFECT ANY OTHER DISCLAIMER OR LIMITATION CONTAINED IN THIS AGREEMENT.
- 7.2 LIMITATION ON INDIRECT LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR DILIGENT AND CUSTOMER'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 6 HEREUNDER, NEITHER CUSTOMER NOR DILIGENT AND ITS AFFILIATES, SUPPLIERS, AGENTS, AND DISTRIBUTORS WILL BE LIABLE UNDER THIS AGREEMENT FOR (I) INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR (II) LOSS OR COMPROMISE OF USE, DATA, BUSINESS, REVENUE, OR PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- 7.3 LIMITATION ON AMOUNT OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, DILIGENT'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT PAID BY CUSTOMER TO DILIGENT HEREUNDER DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

8.0 Miscellaneous.

- 8.1 Terms Modification.** Diligent may wish to revise this Agreement from time to time. If a revision, in Diligent's sole discretion, is material, Diligent will notify Customer and possibly request that an Amendment to this Agreement be agreed upon and signed. If Customer does not agree to the revised Agreement terms, Customer may terminate the Services within 45 days of receiving notice of the change.
- 8.2 Entire Agreement.** The Agreement including the invoice and order form provided by Diligent, constitutes the entire agreement between Customer and Diligent with respect to the subject matter of this Agreement and supersedes and replaces any prior or contemporaneous understandings and agreements, whether written or oral, with respect to the subject matter of this Agreement. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: this Agreement, then the invoice, then the order form.
- 8.3 Governing Law.** This Agreement will in all respects be governed exclusively by and construed in accordance with the laws of the province of Ontario, and the federal laws of Canada applicable in Ontario. The parties irrevocably and unconditionally consent and submit to the exclusive venue and jurisdiction of any Ontario court sitting in Toronto in any action, application, reference or other proceeding arising out of or related to this Agreement, and the parties will not raise any objection to such venue, including the objection that the proceedings have been brought in an inconvenient forum.
- 8.4 Severability.** Unenforceable provisions will be modified to reflect the parties' intention and only to the extent necessary to make them enforceable, and the remaining provisions of the Agreement will remain in full effect.
- 8.5 Waiver or Delay.** All waivers under this Agreement must be in writing to be effective. Any express waiver or failure to exercise promptly any right under the Agreement will not create a continuing waiver or any expectation of non-enforcement.
- 8.6 Assignment.** Customer may not assign or transfer this Agreement or any rights or obligations under this Agreement without the written consent of Diligent. Any other attempt to transfer or assign is void.

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- 8.7 **Force Majeure.** Except for payment obligations, neither Diligent nor Customer will be liable for inadequate performance to the extent caused by a condition that was beyond the party's reasonable control (for example without limitation, natural disaster, act of war or terrorism, riot, labor condition, governmental action and Internet disturbance).
- 8.8 **Third Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.
- 8.9 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which taken together will constitute one signed agreement between the parties. Signatures may be transmitted by facsimile or electronic mail in PDF or other similar format and will be deemed original. The signatories to this Agreement hereby represent and warrant that they have all necessary authority to enter into and bind their respective party to this Agreement.
- 8.10 **Independent Contractor.** Diligent is an independent contractor. Nothing in this Agreement will be construed to create a partnership, joint venture, or agency relationship between the parties and neither party will have the power to bind the other with respect to third parties.
- 8.11 **Notices.** Any notices required or permitted to be given hereunder by either party to the other will be given in writing (i) by personal delivery, (ii) by bonded courier or a nationally-recognized overnight delivery company, (iii) by prepaid first class, registered or certified mail, postage prepaid, in each case addressed to the other party at the address set forth in the signature line of this Agreement (or to such other address as the other Party may request in writing by notice given pursuant to this Section) or (iv) by email. Notices will be deemed received: (a) if personally delivered, the same day; (b) if sent by courier or overnight delivery company, on the second working day after the day it was sent; (c) if sent by mail, five (5) working days following posting; or (d) if sent by email, the date of delivery.
- 8.12 **Language.** The parties confirm that it is their wish that this Agreement, as well as any other documents relating to this Agreement, including notices, exhibits and authorizations have been and will be drawn up in the English language only. *Les signataires confirment leur volonté que la présente convention, de même que tous les documents s'y rattachant, y compris tout avis, annexe et autorisation, soient rédigés en anglais seulement.*

9.0 Services.

9.1 Diligent shall provide the following Services to the Customer for the Fees indicated:

| Service | Annual Fee |
|------------------------------|-------------|
| iCompass Meeting Manager Pro | \$3,750 |
| iCompass FOIA Tracker | \$250 |
| iCompass Contract Tracker | \$250 |
| Enter service name | Enter price |
| Enter service name | Enter price |
| Enter service name | Enter price |

9.2 **Storage.** Unlimited meeting related content and up to Enter the storage amountGB of storage for non-meeting related content is included in the fees set out in this Agreement. Additional storage can be purchased as required.

IN WITNESS WHEREOF Diligent and the Customer have executed this Agreement as of the Effective Date.

| | |
|---|--|
| <p><u>Black River-Matheson ON</u> by its authorized signatory:</p> <hr/> <p>Name: Cassandra Child Title: Director of Corporate Services Date:</p> <p>Notices to <u>Black River-Matheson ON</u>:</p> <p><u>429 Park Lane, Matheson, ON P0K 1N0</u></p> <p>Billing Contact: Cassandra Child Billing's Email: treasurer@blackrivermatheson.com</p> | <p>Diligent Canada Inc. by its authorized signatory:</p> <hr/> <p>Name: = Title: = Date:</p> <p>Notices to Diligent Corporation: Diligent Corporation – Attn: General Counsel 111 West 33rd St, 16th Floor New York, NY 10120 USA Phone: +1 212-741-8181 Email: legal@diligent.com</p> <p>eGovernance Advisor: Bucky Parks eGovernance Advisor Email: rparks@diligent.com</p> |
|---|--|

Diligent Canada Inc.