

File No.: 04-1000-20-2023-589

December 21, 2023

s.22(1)

Dear s.22(1)

Re: Request for Access to Records under the Freedom of Information and Protection of Privacy Act (the "Act")

I am responding to your request of September 20, 2023 under the *Freedom of Information and Protection of Privacy Act* for:

Record of contract and payment documents involving Archistar Pty Ltd. or archistar.ai. Date range: January 1, 2022 to September 19, 2023.

All responsive records are attached. Some information in the records has been severed (blacked out) under s.15(1)(l) and s.21(1) of the Act. You can read or download these sections here: http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/96165_00.

Under section 52 of the Act, and within 30 business days of receipt of this letter, you may ask the Information & Privacy Commissioner to review any matter related to the City's response to your FOI request by writing to: Office of the Information & Privacy Commissioner, info@oipc.bc.ca or by phoning 250-387-5629.

If you request a review, please provide the Commissioner's office with: 1) the request number (#04-1000-20-2023-589); 2) a copy of this letter; 3) a copy of your original request; and 4) detailed reasons why you are seeking the review.

Yours truly,

[Signed by Cobi Falconer]

Cobi Falconer, MAS, MLIS, CIPP/C
Director, Access to Information & Privacy
cobi.falconer@vancouver.ca
453 W. 12th Avenue Vancouver BC V5Y 1V4

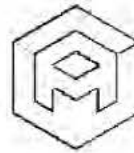
If you have any questions, please email us at foi@vancouver.ca and we will respond to you as soon as possible. Alternatively, you can call the FOI Case Manager at 604-871-6584.

Encl. (Response package)

:pm

															Amount in LC
Vendor		G/L Account		Posting date	Assignment	..Payment Method	Document Date	Document Type		Clearing Date	Document #	Reference	Item Status	Processor	CAD
129289	Archistar Pty Ltd	210001	A/P TRADES	2022/09/29	20220929	Electronic fund transfers	2022/09/29	ZF	EFT Payment Posting	2022/09/29	2001268589	#	C	SHARON WONG	40,000.00
				2023/07/07	20230707	Electronic fund transfers	2023/07/07	ZF	EFT Payment Posting	2023/07/07	2001311300	#	C	WENDY MARCIANTE	280,000.00
		Result													320,000.00
Overall Result															320,000.00

Inv 1461
Inv 1941, 1942



Archistar

TAX INVOICE

City of Vancouver
Attention: Mr Rene Cravioto
453 West 12th Avenue
VANCOUVER BRITISH COLUMBIA
CANADA

Invoice Date
12 Aug 2022

Invoice Number
INV-1461

Reference
PS#20220333

ABN
62 143 137 115

ARCHISTAR PTY LTD
Mezzanine, Levels 1-3,
388 George St
SYDNEY NSW 2000
AUSTRALIA

Description	Quantity	Unit Price	GST	Amount CAD
Archistar City of Vancouver - eComply POC Phase 1	5	21(1)		
			Subtotal	5,21(1)
			TOTAL CAD	40,000.00

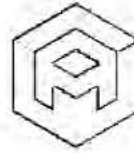
Due Date: 26 Aug 2022
Payment
By Direct Deposit
Account Name: Archistar Pty Ltd
Institution number 621
Account number 5,15(1)(1)
Transit no 16001



PAYMENT ADVICE

To: ARCHISTAR PTY LTD
Mezzanine, Levels 1-3, 388 George St
SYDNEY NSW 2000
AUSTRALIA

Customer	City of Vancouver
Invoice Number	INV-1461
Amount Due	40,000.00
Due Date	26 Aug 2022
Amount Enclosed	_____
	Enter the amount you are paying above



Archistar

TAX INVOICE

City of Vancouver
Attention: Amy Vilis
453 West 12th Avenue
VANCOUVER BRITISH COLUMBIA
CANADA

Invoice Date
1 Jun 2023

Invoice Number
INV-1941

Reference
4500625519

ABN
62 143 137 115

ARCHISTAR PTY LTD
Mezzanine, Levels 1-3,
388 George St
SYDNEY NSW 2000
AUSTRALIA

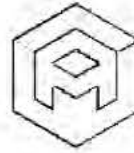
Description	Quantity	Unit Price	GST	Amount CAD
PS20230349-DBL-NOITC - Provision of Archistar Core Platform and End User Licensing -Bi Annual fee	5.21(1)			
Invoice Processing: Amy Vilis, 604-829-9780				
Department Contact: Elena Krsteva, 604-673-8424				
			Subtotal	100,000.00
			TOTAL CAD	100,000.00

Due Date: 30 Jun 2023
Payment
By Direct Deposit
Account Name: Archistar Pty Ltd
Institution number 621
Account number 5-15(1)(1)
Transit no 16001

PAYMENT ADVICE

To: ARCHISTAR PTY LTD
Mezzanine, Levels 1-3, 388 George St
SYDNEY NSW 2000
AUSTRALIA

Customer	City of Vancouver
Invoice Number	INV-1941
Amount Due	100,000.00
Due Date	30 Jun 2023
Amount Enclosed	Enter the amount you are paying above



Archistar

TAX INVOICE

City of Vancouver
Attention: Amy Vilis
453 West 12th Avenue
VANCOUVER BRITISH COLUMBIA
CANADA

Invoice Date
1 Jun 2023

Invoice Number
INV-1942

Reference
4500625522

ABN
62 143 137 115

ARCHISTAR PTY LTD
Mezzanine, Levels 1-3,
388 George St
SYDNEY NSW 2000
AUSTRALIA

Description	Quantity	Unit Price	GST	Amount CAD
PS20230350-DBL-NOITC - Provision of Archistar eCheck eComply Module and Low Density Housing Backlog Services -Bi Annual fee	s.21(1)			
Invoice Processing: Amy Vilis, 604-829-9780				
Department Contact: Elena Krsteva, 604-673-8424				
			Subtotal	s.21(1)
			TOTAL CAD	180,000.00

Due Date: 30 Jun 2023
Payment
By Direct Deposit
Account Name: Archistar Pty Ltd
Institution number 621
Account number s.15(1)(i)
Transit no 16001

PAYMENT ADVICE

To: ARCHISTAR PTY LTD
Mezzanine, Levels 1-3, 388 George St
SYDNEY NSW 2000
AUSTRALIA

Customer	City of Vancouver
Invoice Number	INV-1942
Amount Due	180,000.00
Due Date	30 Jun 2023
Amount Enclosed	_____
	Enter the amount you are paying above

**CLOUD SOFTWARE /SOFTWARE AS A SERVICE
SERVICES AGREEMENT**

PS20230349-DBL-NOITC

Provision of Archistar Core Platform and End User Licensing

THIS AGREEMENT (the “Agreement”) made as of the 30th day of May, 2023.

BETWEEN:

ARCHISTAR PTY LTD, a corporation validly existing and registered in Australia with a registered office address at Mezzanine, Level 1-3, 388 George Street, Sydney NSW 2000, Australia

(“Vendor”)

OF THE FIRST PART

AND:

CITY OF VANCOUVER, a municipal corporation continued under the Vancouver Charter (British Columbia) and having an office at 453 West 12th Avenue, Vancouver, BC V5Y 1V4

(the “City”)

OF THE SECOND PART

BACKGROUND:

- A. The City requires the software and services described herein, and desires to engage Vendor to deliver said software and services.
- B. Vendor has agreed to deliver the said software and services in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises made by the parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1.0 DEFINITIONS AND SCHEDULES

1.1 In this Agreement, including the Background section and all schedules, the following words and terms, unless the context otherwise requires, shall have the meaning set out below:

- (a) “**Applicable Laws**” means all laws applicable to the parties under this Agreement and includes, without limitation, FOIPPA, PIPA and PIPEDA.
- (b) “**City**” means the City of Vancouver.

- (c) “**Contract Price**” means the fixed price set out in Schedule D to be paid by the City to the Vendor for the Services.
- (d) “**Data Compromise**” means any actual or reasonably suspected unauthorized access, disclosure or use of Transmitted Data that compromises the security, confidentiality, or integrity of the Transmitted Data, or the ability of City to access the Transmitted Data.
- (e) “**Documentation**” means user documentation provided electronically or in paper form by Vendor for use with the Software, as may be periodically updated and provided by Vendor.
- (f) “**FOIPPA**” means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as such Act may be amended or superseded.
- (g) “**NOITC**” means Notice of Intent to Contract PS20230349-DBL-NOITC;
- (h) “**Personal information**” has the meaning given to it in FOIPPA, PIPA or PIPEDA, as applicable.
- (i) “**PIPA**” means the *Personal Information Protection Act* (British Columbia), as such Act may be amended or superseded.
- (j) “**PIPEDA**” means the *Personal Information Protection and Electronic Documents Act* (Canada) as it may be amended or superseded from time to time.
- (k) “**Services**” means all of the obligations set out in this Agreement that are to be satisfied by Vendor including, without limitation, the granting of a licence for the City to access and use the Software, ensuring the Software performs in accordance with the requirements of this Agreement (including, without limitation, Schedule A) and providing all services and other requirements set out in Schedule E (NOITC). For certainty, Vendor will perform all Services for the fixed Contract Price.
- (l) “**Software**” means the software, owned and hosted by Vendor, to be licensed by Vendor to the City in accordance with the terms of this Agreement.
- (m) “**Transmitted Data**” means all data or information acquired, accessed or sent by the Vendor as a result of this Agreement, including all data or information acquired, accessed or sent by or through any software used by the Vendor to perform Services under this Agreement, which data may include, without limitation, personal information and City proprietary or confidential information.

1.2 The following schedules are incorporated into and form an integral part of this Agreement:

- (a) Schedule A - Scope of Work
- (b) Schedule B - Privacy Compliance and Data Security
- (c) Schedule C - Certificates of Insurance
- (d) Schedule D - Contract Price
- (e) Schedule E - NOITC issued May 3rd, 2023

In the event of any conflict or inconsistency between any of the terms of sections 1 to 21 of this Agreement and any terms of a schedule, the terms of sections 1 to 21 will govern and

prevail. In the event of any conflict or inconsistency between any of the schedules, the schedules set out in the above order of priority will govern and prevail.

2.0 PERFORMANCE OF SERVICES, GRANT OF SOFTWARE LICENCE AND AUTHORIZED USES

- 2.1 Vendor will perform the Services and its other obligations in accordance with the terms of this Agreement and all Applicable Laws (including, without limitation, FOIPPA, PIPA, PIPEDA and all other applicable privacy and personal information laws). Vendor will at all times maintain a first class standard of care, skill and diligence in performing its obligations under this Agreement.
- 2.2 Vendor hereby grants to the City and to those City employees designated by the City, subject to all of the terms and conditions of this Agreement, a non-exclusive, non-transferable licence for access to the Software via the Internet and to use the Software solely for the City's internal business purposes in accordance with the terms set out in this Agreement.
- 2.3 The Vendor's obligations under this Agreement have been set out following consultation and negotiation between the parties. If the Vendor's obligations under this Agreement fail to expressly state anything that would reasonably be implied or inferred in order for the City to achieve the benefits intended to be obtained under this Agreement, the Vendor hereby agrees that such thing will be deemed to be implied and included in the Agreement and the Contract Price.

3.0 ACCESS TO THE SOFTWARE BY THE CITY

- 3.1 The Software is located and runs on servers and other equipment that are physically located in Canada. Such servers and other equipment are owned and controlled by Vendor or are owned by a third party who has agreed to host the Software pursuant to a contract between Vendor and such third party. If the Software is hosted on third party owned servers and equipment, Vendor has full control over such Software pursuant to the contract between Vendor and such third party. The City may access and use the Software in accordance with the terms of this Agreement, but has no right to receive a copy of the object code or source code to the Software.
- 3.2 As part of the Service, Vendor hereby agrees to give City authorized users access to, and the right to use, the Software for the purposes contemplated by this Agreement. City authorized users may use the Software by logging on to a webpage on the Vendor Software (in which case Vendor will ensure that such City authorized users will have full secure access to such webpage at all times during the term of this Agreement).
- 3.3 As part of the Service, Vendor will do everything necessary to make the Software comply with the requirements of this Agreement and be ready for normal use and operation by the City at the time stipulated in this Agreement or at a time reasonably requested by the City.
- 3.4 Vendor will regularly upgrade and update the Software. Vendor will provide the City with as much prior notice as possible when an upgrade or update is to be implemented and will meet the availability and service level commitments set out in this Agreement.
- 3.5 Vendor solely owns the intellectual property in the Software (except for third party components) and the Documentation.

4.0 CONDITIONS OF USE

- 4.1 The City's right to use the Software is conditional upon the following. The City may not:

- (a) except as permitted by this Agreement, transfer to any other person any of its rights to use the Software;
 - (b) sell, rent or lease the Software;
 - (c) make the Software available to anyone who is not a City authorized user (any City employee who may be authorized by the City from time to time to use the Software);
 - (d) create any derivative works based upon the Software or Documentation;
 - (e) copy any feature, design or graphic in, or reverse engineer, the Software; or
 - (f) use the Software in a way that violates any criminal or civil law.
- 4.2 The City may load test the Software in order to test scalability provided the City give prior notice to Vendor so that Vendor may participate in and/or coordinate such load testing.
- 5.0 DATA SECURITY, PRIVACY AND PAYMENT CARD INDUSTRY REQUIREMENTS**
- 5.1 Vendor must only use the Transmitted Data as necessary to carry out its obligations under this Agreement and for no other purpose. Any use or disclosure of the Transmitted Data by Vendor that is not expressly permitted by this Agreement will require the prior written consent of the City and must comply with all Applicable Laws.
- 5.2 As between the City and Vendor, the Transmitted Data is owned by the City, Vendor hereby agrees to hold the Transmitted Data in trust for the City, and Vendor makes no claim to any right of ownership in it. Vendor acknowledges and agrees that the City has voluntarily disclosed the Transmitted Data to Vendor on the condition that Vendor hold such Transmitted Data in strict confidence and only use it in accordance with the terms of this Agreement. Vendor further acknowledges and agrees that the Transmitted Data will remain, at all times, strictly under the control and in the power of the City including for the purposes of FOIPPA. Even though Vendor may have temporary custody of the Transmitted Data to enable it to perform its obligations under this Agreement, such temporary custody does not amount to control, power, possession or ownership of the Transmitted Data.
- 5.3 Vendor shall comply with all of the confidentiality, security and privacy requirements set out in this Agreement (including, without limitation, the requirements of this Section 5.0, the requirements set out in Schedule A (Scope of Work) and the requirements set out in Schedule B (Privacy Compliance and Data Security)) with respect to the Transmitted Data. To the extent Vendor possesses any Transmitted Data in any form, medium or device during the Term of this Agreement or after, the foregoing obligations shall survive and continue to be in legal effect.
- 5.4 Once the Transmitted Data is transferred through the Software to Vendor, the Transmitted Data will be stored on servers and other equipment that are physically located in Canada, owned and controlled by Vendor or are owned by a third party who has agreed to host the Software pursuant to a contract between Vendor and such third party with terms regarding privacy compliance and data security substantially similar to this section 5.0 and Schedule B (Privacy Compliance and Data Security). If the Software is hosted on third party owned servers and equipment, Vendor has full control over such Software and all Transmitted Data pursuant to the contract between Vendor and such third party. The Software must use SSL encryption or equivalent.
- 5.5 As of the date of this Agreement, the Software and Transmitted Data will only be stored on Vendor's primary, secondary and backup servers (collectively, the "System Servers"). Each System Server should be located in different locations that are sufficiently far from each other to ensure resiliency against natural disasters. Vendor's primary server is located at AWS

Canada (Central Region). Vendor's secondary server is located at **AWS Canada Region**. Vendor's backup server is located at **AWS Canada Region**. If any System Server is hosted by a third party server/data host, such third party will be referred to as a "Server Host". Physical access to all System Servers is locked and restricted to only Vendor or Server Host employees. All data that flows in and out of Vendor's System Servers through the Vendor's or Server Host's routers and other equipment is encrypted and otherwise protected against access by, or disclosure to, Server Host or any other party. A regularly updated and backed-up copy of the Transmitted Data will be stored on Vendor's secondary and/or backup servers. If the location of any System Server is proposed to be changed during the Term of this Agreement, Vendor shall notify the City in writing, no less than 60 days before the location of a System Server is changed. Vendor will not store the Software or Transmitted Data on any other server or equipment without the prior written approval of the City. To the extent Vendor is able through its contract with a Server Host, Vendor will use commercially reasonable efforts to require the Server Host to ensure the safety, security, confidentiality and continued availability of all data stored on Vendor's primary server (including all Transmitted Data) located at the Server Host's facility. On a daily basis, a backup copy of all data stored on Vendor's primary server (including all Transmitted Data) will be automatically transferred to the City in a format, and in accordance with a process, agreed to by the City.

- 5.6 Except with the prior written approval of the City, Vendor shall not store any Transmitted Data outside Canada or allow access to any Transmitted Data from outside Canada unless this is done in accordance with the terms of Schedule B (Privacy Compliance and Data Security).
- 5.7 Except with the prior written approval of or instructions from the City, Vendor shall not modify, add, delete, destroy, share, match, mine, combine, manipulate or otherwise tamper with the Transmitted Data in any way.
- 5.8 Vendor shall not withhold any of the Transmitted Data to enforce payment by the City or to enforce Vendor's rights in a dispute over this Agreement.
- 5.9 If Vendor is responsible for any loss or corruption of any Transmitted Data, Vendor will immediately restore or recreate such Transmitted Data.
- 5.10 Vendor must ensure that the System Servers and all Server Hosts meets the following physical and electronic security requirements:
 - (a) single point of entry;
 - (b) main access monitored with additional access for emergency purposes only;
 - (c) surveillance cameras in physical data centre facility/room;
 - (d) access validation with identity check;
 - (e) access only to persons on Vendor approved access list;
 - (f) log-in validation;
 - (g) creation of accounts only as verified by Vendor;
 - (h) access to servers via encrypted means; and
 - (i) servers running behind secure firewall.
- 5.11 Vendor shall comply with the following in the event of a Data Compromise:

- (a) Vendor shall report, either orally or in writing, to City any Data Compromise involving Transmitted Data, or circumstances that could have resulted in unauthorized access to or disclosure or use of Transmitted Data, not authorized by this Agreement or in writing by City, including any reasonable belief that unauthorized access or disclosure of Transmitted Data has occurred. Vendor shall make the report to City immediately upon discovery of the unauthorized access or disclosure, but in no event more than forty-eight (48) hours after Vendor reasonably believes there has been such unauthorized access or disclosure. Oral reports by Vendor regarding Data Compromises will be reduced to writing and supplied to City as soon as reasonably practicable, but in no event more than forty-eight (48) hours after oral report.
 - (b) Immediately upon becoming aware of any such Data Compromise, Vendor shall fully investigate the circumstances, extent and causes of the Data Compromise, and report the results to City and continue to keep City informed on a daily basis of the progress of its investigation until the issue has been effectively resolved to the reasonable satisfaction of the City.
 - (c) Vendor's report discussed herein shall identify: (i) the nature of the unauthorized access or disclosure, (ii) the data accessed or disclosed, (iii) who made the unauthorized use or received the unauthorized access or disclosure (if known), (iv) what Vendor has done or shall do to mitigate any deleterious effect of the unauthorized access or disclosure, and (v) what corrective action Vendor has taken or shall take to prevent future similar unauthorized access or disclosure.
 - (d) Within five (5) calendar days of the date Vendor becomes aware of any such Data Compromise, Vendor shall have completed implementation of corrective actions to remedy the Data Compromise, restore City access to the Services as directed by City, and prevent further similar unauthorized access or disclosure.
 - (e) Vendor shall cooperate fully with City's investigation of and response to any such Data Compromise incident.
 - (f) Except as otherwise required by law, Vendor will not provide notice of the incident directly to the persons whose data was involved, regulatory agencies, or other entities, without prior written permission from City.
- 5.12 Vendor shall ensure that its employees are aware of their obligations regarding data security and privacy under this Section 5.0, Schedule A and Schedule B of this Agreement.
- 5.13 In the event any governmental authorities under applicable privacy laws or otherwise make inquiries to the City or Vendor or take any actions in respect of the Transmitted Data, Vendor will, upon the City's request, cooperate with such governmental authorities. If such governmental authorities make inquiries or requests of Vendor, Vendor will, to the extent legally required or permitted, give prompt written notice to the City and allow the City to participate in any responses submitted by Vendor to such governmental authorities.

6.0 WARRANTIES AND OTHER COVENANTS

6.1 Software Warranties: Vendor warrants that:

- (a) the Software and Services will satisfy the requirements of this Agreement; and
- (b) Vendor owns or otherwise has the right to provide the Software to the City and to perform all of Vendor's other obligations under this Agreement.

- 6.2 **Corporate and Other Warranties:** Vendor warrants that, as of the date of this Agreement, Vendor:
- (a) has full right, power and authority to enter into this Agreement and to perform its obligations under it;
 - (b) is not under any obligation, contractual or otherwise, to request or obtain the consent of any person in order to enter into this Agreement and to perform Vendor's obligations under it;
 - (c) is a corporation, duly organized, legally existing, in good standing and has not been dissolved under the laws of the jurisdiction of registration set out on the first page of this Agreement and is lawfully registered and licensed to do business in the Province of British Columbia;
 - (d) has the necessary corporate power to own its properties and assets and to carry on its business as it is now being conducted and to enter into this Agreement;
 - (e) is not a party to or bound by any indenture, agreement (written or oral), instrument, licence, permit or understanding or other obligation or restriction under the terms of which the execution, delivery or performance of this Agreement will constitute or result in a violation or breach or default; and
 - (f) all other representations and warranties made by Vendor in this Agreement are true and accurate.

6.3 Vendor shall be responsible for providing Service interruption recovery services if Vendor experiences or suffers an interruption to the Service for any reason. Vendor shall take all necessary steps to ensure that City shall not be denied access to the Services for more than 2 hours for any reason. For example only and without limitation, Vendor shall maintain the capability to resume provision of the Services from an alternative location and via an alternative telecommunications route if an event renders the Vendor's primary infrastructure unusable or unavailable. If Vendor fails to restore the Services within 2 hours of the initial disruption of service, City may declare Vendor to be in default of this Agreement and City may seek alternate services, which would have otherwise been provided under this Agreement, from third parties. Vendor shall reimburse City for all costs reasonably incurred by City in obtaining such alternative services, with payment to be made within thirty (30) calendar days of City's written request for such payment. In the event of a Service outage or interruption, Vendor will refund or credit the City, at its election, the pro-rated amount of fees corresponding to the time Services were unavailable. Vendor's obligations in this section are in addition to any obligations of Vendor set out in a service level agreement included in this Agreement.

- 6.4 If the Software does not satisfy the requirements of this Agreement, Vendor must immediately, at its option and expense, either:
- (a) modify the Software to conform to the requirements of this Agreement; or
 - (b) provide a workaround solution to the City's satisfaction that will meet the City's requirements.

If neither of these options is satisfactory to the City, the City may terminate this Agreement in which case the City shall have no further liability to the Vendor or seek alternate services, which would have otherwise been provided under this Agreement, from third parties and seek reimbursement of such costs from Vendor. In either case, Vendor shall refund to the City all amounts pre-paid by the City for which no Services have been rendered.

- 6.5 If the normal operation, possession, access or use of the Software by the City is found to infringe any third party intellectual property right or Vendor believes that this is likely, Vendor must immediately, at its option and expense, either:
- (a) obtain a licence from such third party for the benefit of the City to allow the City to access and use the Software in accordance with the terms of this Agreement; or
 - (b) modify the Software so that it no longer infringes.

If neither of these options is satisfactory to the City, the City may terminate this Agreement in which case the City shall have no further liability to the Vendor and the Vendor shall refund to the City all amounts pre-paid by the City for which no Services have been rendered.

7.0 TRAINING AND SUPPORT

- 7.1 **Training for the City:** Vendor shall provide the training described in Schedule A as part of the Contract Price and for no additional consideration.
- 7.2 **Support:** Vendor shall provide the support services described in Schedule A as part of the Contract Price and for no additional consideration.
- 7.3 **Service Level Commitments:** Vendor will ensure that the Software is available for use by the City at least 98 per cent of the time during the term of this Agreement. In addition to this commitment, Vendor shall also comply with the service level commitments described in Schedule A or elsewhere in this Agreement.

8.0 TERM OF AGREEMENT

- 8.1 Subject to Section 10, this Agreement will terminate on the second anniversary of the Effective Date or on such later date as the Parties may agree in writing.
- 8.2 Subject to Section 10, the City may extend this Agreement for up to three successive one-year periods following the second anniversary of the Effective Date by providing written notice to the Vendor at any time prior to the end of the then-current term.

9.0 CONTRACT PRICE

- 9.1 In consideration for the Software, Services and other obligations to be performed by Vendor under this Agreement, the City will pay Vendor the Contract Price set out in Schedule D unless the City, in good faith, disputes any amount charged.
- 9.2 Subject to the partial and interim payment obligations of the City as set out in Schedule D, the City will have no obligation to pay any money to the Vendor in connection with this Agreement unless and until the Vendor has fully and completely complied with all of its obligations required by this Agreement to be performed and all covenants on the part of the Vendor are in good standing up to the date that such payment is due.
- 9.3 The City will make payments on account of the Contract Price in the amounts and at the milestones outlined in Schedule D.
- 9.4 Any delay from the timeframes set out in Schedule A - Scope of Work due to the Vendor not meeting such timeframes will result in the corresponding payment dates being extended by the length of the delay.

- 9.5 The submission of a proper invoice will constitute a condition precedent to the obligation of the City to pay any money under this Agreement. For the purposes of this Agreement, a proper invoice must comply with the following requirements:
- (a) the invoice must correctly set out:
 - (i) the City's Purchase Order number set out on the Purchase Order to be issued by the City upon execution of this Agreement;
 - (ii) the full name of the City's project manager; and
 - (iii) the date and title of this Agreement,
 - (b) must be signed by an officer of the Vendor and contain a statement certifying that the Vendor has achieved a specified milestone or specified percentage of completion of same in accordance with the terms of Schedule D, and sufficiently describe the specified milestone or percentage of completion of same;
 - (c) if Vendor is not a resident of Canada, for any Services performed by the Vendor in Canada, the Vendor shall breakout that portion of fees in an invoice and that portion of fees will be subject to a 15% withholding tax under Canadian income tax laws and shall be remitted by the City to the Canada Revenue Agency.
- 9.6 All references to currency in this Agreement are expressed in terms of lawful money of Canada, and all payments to be made under this Agreement will be made in lawful money of Canada in Vancouver, British Columbia.
- 9.7 Taxes.
- (a) **City Liable for GST, PST, etc.** The prices set out in this Agreement are exclusive of all federal, provincial, municipal, or other Canadian government, excise, sales, use, occupational, or like taxes specific to the transactions under this Agreement now in force or enacted in the future in respect to amounts payable by the City to the Vendor relating to the Services, all of which the City will be liable to pay to the Vendor wherever the Vendor is required to collect and remit such amount to any governmental authority as a result of this Agreement.
 - (b) **Vendor Liable For Corporate, Income, Capital, and Other General Taxes.** Nothing in this Section or this Agreement will make, or be interpreted so as to make the City liable to pay general (as opposed to those being specific to this Agreement) Canadian or foreign taxes, duties, excise, customs, penalties or interest amounts imposed on the Vendor or its Affiliates on account of the Vendor's or its Affiliate's import of goods, services or labour, income, capital, transfers or transactions.
 - (c) **Each Party Responsible for Own Taxes.** Each of the City and the Vendor shall be responsible for paying those taxes applicable to it under Applicable Laws.
 - (d) **Withholding Taxes.**
 - (i) Notwithstanding any other provision to the contrary, if the City determines that it is necessary to satisfy its obligations under any Applicable Laws relating to taxes, the City may:
 - (1) withhold an amount from a payment made to the Vendor; and

- (2) pay the withheld amount directly to the relevant government authority.
- (ii) If an amount withheld in accordance with Section 9.7(d) is paid by the City to the relevant government authority, it is deemed to have been paid to the Vendor on the date on which the remainder of the payment to which it relates was paid to the Vendor.
- (iii) Vendor agrees and acknowledges that it has no claim against the City for any amounts withheld and paid to the relevant government authority in accordance with Section 9.7(d).
- (iv) If the City does not withhold an amount under Section 9.7(d) that it is required to withhold pursuant to any Applicable Laws relating to taxes, the Vendor agrees to pay that amount to the City, upon request by the City and upon the City showing the Vendor the requirement to withhold under Applicable Laws.
- (v) Vendor agrees that the City shall not be required to increase any payment to the Vendor by the amount withheld by the City under Section 9.7(d).

10.0 CITY'S RIGHT TO TERMINATE

10.1 Intentionally Deleted.

10.2 **Termination for Breach, Insolvency, Bankruptcy:** the City may terminate this Agreement (a) if Vendor is in breach of any term of this Agreement and the breach is not cured within 10 (ten) days of written notice by the City, and (b) immediately if Vendor becomes insolvent, bankrupt or is otherwise unable to carry on business. If the City terminates under this section, Vendor will immediately refund the balance of any prepaid and unearned fees to the City.

11.0 VENDOR'S OBLIGATIONS AFTER AGREEMENT TERM EXPIRES

11.1 **City's Request to Delete/Destroy Transmitted Data:** At the City's request, Vendor will immediately, permanently and securely delete and destroy all Transmitted Data in its possession or under its control and all records thereof (in all media and devices in or on which such Transmitted Data is stored) in a manner that is appropriate for the media or device so that the Transmitted Data or any portion of it cannot be subsequently retrieved, accessed or used by Vendor or any other person. Without limiting the scope of Transmitted Data to be deleted and destroyed by Vendor, Vendor will delete and destroy the following:

- (a) all Transmitted Data in Vendor's possession or under its control including, without limitation, Transmitted Data stored on any media or device (including CD-Roms);
- (b) all work files and derivative copies of the Transmitted Data; and
- (c) all hard copies and electronic copies of reports in Vendor's possession or under its control.

Notwithstanding the foregoing, the City may ask Vendor to not delete or destroy certain Transmitted Data and Vendor shall comply with such request provided it does not conflict with Vendor's obligations under Applicable Laws.

11.2 **Obligation to Provide the City a Copy of Transmitted Data before Destruction:** Prior to the deletion and destruction of the Transmitted Data in accordance with Section 11.1, Vendor will provide the City with one or more copies of all of the Transmitted Data (in a format, medium and/or device instructed by the City) in Vendor's possession or under its control at such time.

11.3 **Declaration in Writing:** After complying with Sections 11.1 and 11.2, Vendor shall deliver a declaration in writing (in form and substance satisfactory to the City) to the City evidencing its compliance with those sections.

11.4 **Continued Safe and Secure Storage:** Until the City makes the request in Section 11.1 to delete and destroy the Transmitted Data, Vendor will continue to safely and securely store the Transmitted Data in accordance with the terms of this Agreement.

12.0 INSURANCE

12.1 **Required Insurance/Amounts.** Prior to commencing the Services, Vendor will obtain:

- (a) professional liability insurance with policy limits of not less than \$2,000,000 per claim (with a sub-limit of not less than \$1,000,000 per claim for intellectual property infringement) and an aggregate of not less than \$2,000,000, protecting the Vendor against all claims for loss or damage arising out of any error or omission of the Vendor or the Vendor's Personnel in the performance of the Services. If this coverage is provided on a claims-made basis, the coverage shall be maintained for a period of two years post completion of all Services;
- (b) technology error & omissions and cyber liability insurance with policy limits of not less than \$5,000,000 per claim and an aggregate of not less than \$5,000,000 protecting the Vendor and Vendor's personnel against claims such as, data security and privacy liability, PCI-DSS breach, network interruption, event management, cyber extortion and media content. If this coverage is provided on a claims-made basis, the coverage shall be maintained for a period of two years post completion of all Services; and
- (c) commercial general liability insurance policy with limits of not less than \$5,000,000 per occurrence, aggregate of not less than \$5,000,000, protecting the Vendor and the Vendor's Personnel against all claims for bodily injury including death, personal injury, advertising liability, completed operations, product liability, and property damage or loss, arising out of the operations of the Vendor or the actions of the Vendor or the Vendor's Personnel. The policy will:
 - (i) name the City and the City's officials, employees and agents as additional insureds;
 - (ii) include a cross-liability or severability of interest clause or endorsement in favour of the City;
 - (iii) include blanket contractual liability coverage; and
 - (iv) Include non-owned auto liability coverage.

12.2 **Required Policy Terms.** All required insurance policies will remain in full force and effect at all times until completion of the Services and all extensions and renewals of the Services or earlier cancellation of this Agreement (except professional liability and technology error & omissions and cyber liability policies which will remain in full force and effect at all times during the foregoing period plus two years), and will:

- (a) be obtained from and issued by insurers authorized to carry on business within British Columbia, on terms satisfactory to the City, acting reasonably;
- (b) be primary insurance in respect to liability arising out of the operation of the Vendor, and any insurance or self-insurance maintained by the City will be in excess of this insurance and will not contribute to such policies; and

- (c) contain a provision that such insurance coverage will not be cancelled or endorsed to reduce the limits of liability without the Vendor giving the City at least 30 days' written notice by registered mail. Should the policy be endorsed to restrict coverage midterm, written notice of such restriction will be sent by registered mail to the City no later than the effective date change; the exception is cancellation for non-payment of premium in which case the applicable statutory conditions will apply.

12.3 **Insurance Certificate.** Prior to signing this Agreement, the Vendor shall have provided, or shall provide, the City's Project Manager with evidence of all required insurance to be taken out in the form of one or more certificate(s) of insurance in form. The certificate(s) of Insurance will identify the Agreement title, Agreement number, policy holder, description of work, insurer name, insurer policy number, insurer policy period and insurer limits. Proof of insurance, in the form of such certificate(s) of insurance (or copies of the policy(ies) themselves, if requested), will be made available to the City's Project Manager at any time during the performance of the Services immediately upon request.

12.4 **Sub-contractor Insurance.** The Vendor shall ensure that any sub-contractor(s) also maintain the same insurance as the Vendor, having regard to the obligations under this Agreement that they are contracted to fulfill.

12.5 **Insurance Requirements Additional To Any Other Requirements.** Vendor will, and will cause its sub-contractor(s), to provide at its own cost, any additional insurance which is required by law or other lines of insurance coverages, endorsements, or increased limits of insurance as reasonably deemed necessary by the City or as a reasonable and prudent vendor of similar goods and services would require to protect their operations or performance of services similar to the Services outlined.

12.6 **Insurance Requirements Independent of Additional Obligations.** Neither the providing of insurance by Vendor in accordance with this Agreement, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing, will be held to relieve Vendor from any other provisions of this Agreement with respect to liability of Vendor or otherwise.

13.0 EXCLUSION OF LIABILITY

Neither party shall be liable under this Agreement for any indirect, special, incidental, punitive or consequential damages (including without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, lost or corrupted data, lost profits, lost business or lost opportunity), or any other similar damages under any theory of liability (whether in contract, tort, strict liability or any other theory), even if the other party has been informed of this possibility.

14.0 RELEASE, INDEMNIFICATION AND LIQUIDATED DAMAGES

14.1 Vendor now releases the City and its respective officials, officers, employees and agents and their respective successors, assigns, heirs and authorized representatives from all costs, losses, damages and expenses, including those caused by personal injury, death, property damage, loss and economic loss arising out of, suffered or experienced by Vendor and its officers, employees and agents in connection with Vendor's performance of the Services under this Agreement.

14.2 Vendor hereby agrees to indemnify and save harmless the City and its respective officials, officers, employees and agents and their respective successors, assigns, heirs and authorized representatives and each of them (in each case an "Indemnified Party") from and against all costs, losses, claims, damages, actions, and causes of actions (collectively referred to as "Claims") that an Indemnified Party may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of the

performance by Vendor of this Agreement, a breach by Vendor of this Agreement (including, without limitation, a breach of any of the confidentiality, security and privacy provisions of this Agreement), an infringement claim against the City or errors, omissions or negligent acts of Vendor or its officers, employees or agents under this Agreement excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of an Indemnified Party.

- 14.3 The City hereby agrees to indemnify and save harmless the Vendor from and against all Claims that the Vendor may sustain, incur, suffer, or be put to at any time either before or after the expiration or termination of this Agreement that arise out of a material breach by the City of this Agreement, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of the Vendor.
- 14.4 Each party's liability to the other party under this Article 14 for any Claims that are not covered and reimbursable under the indemnifying party's insurance policies is limited to \$1,000,000.
- 14.5 This indemnity will not affect or prejudice the City from exercising any other rights that may be available to it at law or in equity.
- 14.6 The release and indemnity set out above will survive the expiry or sooner termination of this Agreement.
- 14.7 The City and Vendor acknowledge and agree that Vendor's failure to properly perform the Services will cause the City to incur economic damages and losses of types and in amounts that are difficult to compute and ascertain with certainty as a basis for recovery by the City of actual damages and that liquidated damages represent a genuine estimate thereof. Accordingly, Vendor will pay the City liquidated damages in accordance with the terms of any service level agreements or other terms set out in this Agreement.

15.0 CONFIDENTIALITY

- 15.1 The confidentiality obligations set out in this Section 15.0 are in addition to Vendor's obligation to comply with FOIPPA, PIPA, PIPEDA and all other applicable privacy and personal information laws and the other security and privacy obligations set out in this Agreement.
- 15.2 In the course of or for the purpose of performing the services contemplated in this Agreement, Vendor will obtain or have access to information, including but not limited to the Transmitted Data, other personal information as well as possibly financial and business information that is confidential to the City (collectively "Confidential Information"). Confidential Information includes all information, in whatever form, other than:
- (a) information which is in, or becomes part of, the public domain, not due to Vendor's breach of this Agreement or Vendor's actions;
 - (b) information which was previously in Vendor's possession and did not originate from the City; and
 - (c) information which lawfully becomes available to Vendor from a third party not under an obligation of confidence to the City regarding such information.
- 15.3 Vendor will not use or reproduce the Confidential Information other than as reasonably required for the performance of the Services under this Agreement. Vendor will not, without the prior written consent of the City given on such terms and conditions as it prescribes in its sole discretion, disclose or allow access to the Confidential Information to any person, except to only those of its own employees who have a need to know the Confidential Information

solely for the provision of the Services, and who have been advised of its confidential nature and have agreed to be bound by the confidentiality and restricted use provisions in this Section. Vendor will take all reasonable precautions against the Confidential Information being used by or disclosed to any unauthorized person.

- 15.4 If Vendor is required by any law, legal proceeding, or court or government order, to disclose any Confidential Information, Vendor shall limit its disclosure of such Confidential Information to the extent and purpose legally required, provided that prior to any disclosure Vendor will promptly notify the City in writing of the existence and the terms, and conditions of the required disclosure and, at the City's request and expense, co-operate in obtaining a protective order or other assurance that confidential treatment and restricted use will be accorded such Confidential Information.
- 15.5 Vendor acknowledges that a breach by Vendor or any of its employees of their respective confidentiality obligations pursuant to this Section 15.0 may cause irreparable harm and significant injury to the City that may be difficult to ascertain. Vendor agrees that it shall be liable for all damages caused to the City by such a breach and further agrees that the City shall have the right to seek equitable relief including, without limitation, injunction and specific performance, in the event of any breach or threatened breach of the provisions of this Section 15.0 in addition to all other remedies available to the City at law, in equity or otherwise. Vendor shall pay all reasonable costs and reasonable legal expenses incurred by the City in pursuing one or more remedies as a result of the breach or threatened breach by Vendor of this Section 15.0.
- 15.6 Vendor shall return all copies of the Confidential Information to the City, in all tangible forms and media, and delete all Confidential Information resident in any databases or systems, upon the earliest of the following dates:
- (a) completion of the Services;
 - (b) expiration or earlier termination of this Agreement; and
 - (c) written request of the City for return of the Confidential Information;
- provided that the Vendor shall have the right to retain one copy of the Confidential Information solely for archival purposes or as otherwise may be required by law, subject to its ongoing confidentiality and restricted use obligations.
- 15.7 Vendor shall ensure that its employees are aware of their obligations of confidentiality under this Section 15.0.
- 15.8 Any Software manuals or other instructional material supplied by Vendor to the City will be deemed, subject to the exclusions in Section 15.2, to be Vendor's Confidential Information and the City will ensure that the City employees who are involved in the implementation and operation of the Software will comply with the obligations of this Article 15 in respect of such Confidential Information.
- 15.9 This Section shall survive the expiration or earlier termination of this Agreement.
- 16.0 NO PROMOTION OF RELATIONSHIP**
- 16.1 Vendor will not disclose or promote its relationship with the City, including by means of any verbal declarations, announcements, sales, marketing or other literature, letters, client lists, websites, internet domain names, press releases, brochures or other written materials (the "Communications") without the express prior written consent of the City (except as may be necessary for Vendor to perform its obligations under this Agreement).

16.2 Furthermore, Vendor undertakes not to disclose or promote its relationship with the City in any Communications in a manner which could suggest or create an association, express or implied, between Vendor and the City. Without limiting the generality of the foregoing, Vendor will not refer to or use any website, domain name, official emblem, logo or mascot of the City of Vancouver in any Communications, without the express prior written consent of the City.

17.0 UNAVOIDABLE DELAY

17.1 Except for the performance of obligations to pay money, Vendor will be relieved from having to perform any obligation under this Agreement that is delayed or prevented due to an Unavoidable Delay. For the purposes of this Section, an "Unavoidable Delay" means any circumstances beyond the reasonable control of the party trying to perform (such as, for example, strikes/lockouts, acts of God, war or other strife or governmental action) but expressly excludes any and all delays caused by Vendor's lack of financial resources, insolvency or strikes, lockouts or other withdrawals of services arising out of a labour dispute or labour affiliations of Vendor's employees or permitted sub-contractor's employees, or governmental action taken in the enforcement of law specifically against Vendor or its permitted sub-Contractors. If an Unavoidable Delay occurs, Vendor will: (a) as soon as possible after the occurrence of the Unavoidable Delay, give written notice to the City describing the circumstances preventing continued performance and the efforts being made to resume performance of its obligations under this Agreement, and (b) use its best efforts to resume performance and mitigate the adverse impact of the Unavoidable Delay on the City.

18.0 NOTICES

18.1 Any notice required or permitted to be given to Vendor will be sufficiently given if delivered in writing by the City to Vendor personally, by courier or registered mail, by e-mail or by fax to the following:

ARCHISTAR PTY LTD

Attention: David Hunt
E-Mail: david@archistar.ai

or his/her designate set out in an "Out of Office" email.

18.2 Any notice required or permitted to be given to the City will be sufficiently given if delivered in writing by Vendor to the attention of the City personally, by courier or registered mail, by e-mail or by fax to the following:

CITY OF VANCOUVER

Attention: Arron McCurdy
E-Mail: Arron.McCurdy@vancouver.ca

or his/her designate set out in an "Out of Office" email,

with a copy to:

City of Vancouver - Legal Services
453 West 12th Avenue
Vancouver, British Columbia V5Y 1V4

Attention: Francie Connell, Director of Legal Services
E-Mail: francie.connell@vancouver.ca
Fax: 604-873-7445

or her designate set out in an "Out of Office" email.

18.3 Any notice or other communication given (and, in the case of e-mail or fax, confirmed or acknowledged by the recipient) in accordance with this Section 18.0 shall be conclusively deemed to have been given:

- (i) if given by personal delivery, on the day of actual delivery thereof;
- (ii) if given by registered mail or courier, on the Business Day following confirmation by the postal service or the courier that the notice has been delivered; and
- (iii) if given by e-mail or fax, on the day of transmission if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

Notwithstanding the foregoing, if the party giving any notice or other communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such notice or other communication must not be mailed but must be given by personal delivery, courier, e-mail or fax.

19.0 INJUNCTIVE RELIEF AND SPECIFIC PERFORMANCE

19.1 Vendor acknowledges that a breach by Vendor of any of its obligations under this Agreement (including, without limitation, any of the confidentiality, security or privacy obligations) may cause irreparable harm and significant injury to the City that may be difficult to ascertain. Vendor agrees that it shall be liable for all damages caused to the City by such a breach and further agrees that the City shall have the right to seek equitable relief including, without limitation, injunction and specific performance, in the event of any breach or threatened breach, of any of Vendor's obligations under this Agreement in addition to all other remedies available to the City at law, in equity or otherwise. Vendor shall pay all reasonable costs and reasonable legal expenses incurred by the City in pursuing one or more remedies as a result of the breach or threatened breach by Vendor of its obligations.

20.0 NO SUB-CONTRACTING OR ASSIGNMENT

20.1 Vendor shall not sub-contract or assign any of its rights or obligations under this Agreement to any other party without the prior written approval of the City. If the City allows Vendor to assign certain rights or obligations to another party, Vendor shall be responsible for ensuring that such other party complies with all of the confidentiality, security and privacy provisions set out in this Agreement and any other provision of the Agreement required by the City.

21.0 MISCELLANEOUS

21.1 **Time of the Essence.** Time shall be of the essence of this Agreement.

21.2 **No Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty under this Agreement, or constitute an approval or acquiescence in any breach thereunder, except as may be specifically agreed in writing by the City.

21.3 **Severability.** The invalidity, illegality or unenforceability of any portion or provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend

this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken position.

- 21.4 **Remedies Cumulative.** The remedies of the parties provided for in this Agreement are cumulative and are in addition to any remedies available to the Parties at law or in equity. No remedy will be deemed to exclude or restrict the right of a party to any other remedies against the other party and a party may from time to time have recourse to one or more of the remedies specified in this Agreement or at law notwithstanding the termination of this Agreement.
- 21.5 **Further Assurances.** Each party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.
- 21.6 **Entire Agreement.** This Agreement and the schedules constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede all previous communications, representations and agreements, whether oral or written, with respect to the subject matter hereof. The schedules attached hereto are incorporated by reference in and form an integral part of this Agreement.
- 21.7 **Amendment.** This Agreement shall not be amended except as specifically agreed in writing by both the City and Vendor.
- 21.8 **Set-Off.** the City may at its option, withhold and set-off against any amount owing to Vendor (whether under this Agreement or otherwise) any amounts payable by Vendor to the City (whether under this Agreement or otherwise) and the amount of any damages suffered or claims made or to be made by the City as a result of any other claim it may have against Vendor, whether such claim is at law or in equity or tort or on any other basis.
- 21.9 **Enurement.** This Agreement shall enure to the benefit of and be binding upon the City and Vendor and their respective successors and permitted assigns.
- 21.10 **Independent Contractor.** This Agreement is a contract for services and Vendor, its officers, directors, shareholders, partners, personnel, affiliates and agents of Vendor are not, nor are they to be deemed to be, partners, appointees, employees or agents of the City. Vendor will not represent to anyone that Vendor has any authority to bind the City in any way or that Vendor is an agent of the City.
- 21.11 **Governing Law and Resolution of Disputes.** In the event of a dispute under this Agreement, the parties will use commercially reasonable efforts to resolve such dispute including referring such dispute to successively higher levels of management within each party. If a dispute is not resolved in accordance with the foregoing, the parties may agree to have the dispute resolved by way of mediation or arbitration. If, despite the foregoing, a dispute is still not resolved, either party may commence a legal action in the courts of British Columbia, in which case such courts will have exclusive jurisdiction to determine all disputes arising under this Agreement and the parties now irrevocably agree to submit all disputes to the courts of British Columbia for resolution. This Agreement will be governed by the laws of the Province of British Columbia.

(Signature page follows immediately)

As evidence of their Agreement to be bound by the above contract terms, Vendor and the City each have executed this Agreement as of the day and year first above written.

ARCHISTAR PTY LTD

By: *Benjamin Coorey*
Signature

Benjamin Coorey, CEO
Print Name and Title

By: *Robert Coorey*
Signature

Robert Coorey, Secretary
Print Name and Title

CITY OF VANCOUVER

Huan Ngo
Signature

Huan Ngo
Category Manager, Supply Chain Management
Print Name and Title

Alexander Ralph
Signature

Alexander Ralph
Chief Procurement Officer, Supply Chain Management
Print Name and Title

Andrea Law
Signature

Andrea Law
General Manager of Development, Buildings & Licensing
Print Name and Title

Frances J. Connell
Signature

Frances J. Connell, K.C.
City Solicitor and Director of Legal Services
Print Name and Title

SCHEDULE A SCOPE OF WORK

1.0 Introduction

In March 2022, The City posted a Call for Innovation (CFI), PS20220333 - DIGITAL REGULATORY & BUSINESS RULES ECOSYSTEM and invited interested parties to express their interest in assisting our organization to innovate and improve its regulatory, policy, and business rules ecosystem, including in any or all of the following areas:

- implementing a transparent, agile and digital lifecycle management of a regulation or business rule, including the creation, analysis, or application of such regulations to one or more City services.
- surfacing relationships between various regulations and business rules, in an easy and concise digital way, enabling the identification of potential overlaps, conflicts, dependencies and downstream impacts to related regulations and City services or City objectives.
- allowing any user (public, council, staff, etc.) to understand how the City's regulations, policies, and business rules apply to their proposed situation or project with an intuitive, accessible, and data-driven digital platform.
- Integrate one or more of the above elements together in a cohesive, digital platform or ecosystem.

Short-listed candidates were invited to work collaboratively with our team of business and technology subject matter experts, following an agile scrum product development framework.

2.0 Scope of Work

As part of Archistar's response to the City of Vancouver's CFI (Call for Innovation) PS20220333, and building off the CFI enabled work Archistar has done with the City to date (digital rules and digital compliance proof of concept), the City is seeking to engage Archistar across the following:

2.1 Functionalities

For each of the prioritized digital services within the Low Density Housing (LDH) space (Laneway, Single Detached & Duplex and Multiplex):

- 1) Work with the CoV team to incorporate the applicable rules (regulatory and / or business), on a defined product release basis, into the Archistar solution for use under the following, but not limited, uses:
 - a) Exploration stage of the permitting customer journey : This allows a customer to do one of the following, while choosing to authenticate or not
 - See all applicable rules (at a point in time as defined by each product release) for a specific parcel or geographic area
 - See all applicable parcels or geographic areas based on the selected LDH service
 - See all applicable parcels or geographic areas based on the selection of one or more rules (available at a point in time as defined by each product release)
 - Search by Address

- Digital GIS Map Layers (to be supplied as available by CoV)
 - Cadastre Lot Parcels (minimum requirement)
 - Zoning (minimum requirement)
 - Maximum Height of Buildings (not mandatory if defined by zone)
 - FSR / FAR (not mandatory if defined by zone)
 - Risk layers - Flood, Bushfire (optional)
 - Heritage Sites (optional)
 - Contours (optional)
 - Permitted Use will be determined based on Zone
 - Digital Rules Template
 - Digital Rules processed for
 - Laneway,
 - Single Detached,
 - Single Detached with a Secondary Suite,
 - Duplex,
 - Duplex with a Secondary Suite,
 - Multiplex (Townhouses)
 - Digital rules will be enabled (as applicable, and noted with Functionalities - Code Criteria):
 - Permitted Use
 - Maximum Building Height
 - Maximum Gross Floor Area
 - Maximum Density
 - Minimum Lot Size
 - Minimum Street Frontage
 - Building Setbacks
 - Minimum Landscape Areas
 - Minimum Private Open Space
 - Maximum Building Dimensions
 - Rules processed on individual lot level
 - Hot Spots indicating lots that are suitable for the above building types based on zoning, permitted use and minimum lot size
 - Filter by Permitted Use, Zone and Lot Size
 - Interactive map with clickable lots that display permitted use and relevant planning rules
 - Accessible to the public with free registration (email address or social login)
- b) Within a Rules as Code (RaC) framework for regulatory rules and business logic, recommend the standard for which digital rules should be designed, implemented, and provided, based on Archistar's own best practices and those of other organizations working in RaC
- Work with CoV and its partners to inform and shape a RaC approach including resource competencies, rules triage framework and rules governance
 - Design and language considerations for creating bimodal rules
- c) Support identification of a suitable interim mechanism (or mechanisms) for drafting, reviewing, storing, accessing, linking, adjusting and synchronizing bimodal rules.

- d) Help identify and support an efficient mechanism to ensure rule changes are systematically incorporated into the Archistar platform to support active CoV permitting services.
- e) Provide input that may help shape the key capabilities an enterprise rules platform, especially with respect to the ability for 3rd party solutions to integrate with such a platform.
 - Approach for consumption and integration of CoV digital rules from an external rules repository and / or digital rules engine
 - Explore governance and pipeline development to publish rules as code as open data to allow for sharing and re-use
- 2) Consumption and integration of CoV digital rules from an external rules repository and / or digital rules engine

This is part of the larger bimodal rules approach where CoV aims to implement an enterprise rules platform. In the interim, it is expected that CoV rules will be directly housed in the Archistar platform.
- 3) Agree with CoV a governance approach to ensure changes by CoV to various policies (direct or indirect impact on rules) or specific rules are able to be incorporated into the Archistar ecosystem in a predictable manner and timeframe such that we are able to communicate with all impacted stakeholders (Council, City leadership, staff and customers)
- 4) Explore governance and pipeline development to publish rules as code as open data to allow for sharing and re-use
- 5) Integrate with an external identity solution
- 6) Extract data from Archistar into City's enterprise data ecosystem
- 7) Explore potential use of Archistar training materials for use by both staff and customers
- 8) Technical support of implemented service(s) and solution(s)

2.2 Implementation approach

Archistar's engagement with the Digital Transformation Program (DTP) will need to align with and / or help shape the DTP's current digital product (service) approach as outlined below:

- 1) Initial focus is on digital products (services) as they apply to CoV's Low Density Housing space with the following digital product areas being prioritized:
 - a) Laneway service
 - b) Single Detached
 - c) Single Detached with a Secondary Suite
 - d) Duplex
 - e) Duplex with a Secondary Suite
 - f) Multiplex
 - g) Combinations of the above
- 2) The DTP has committed to a 2-month product release cycle with the use of a rolling 2-3 release outlook (at any given point in time there will be a minimum of 2 - 3 defined product releases) per digital product The DTP implementation teams' follow a 2-week sprints cadence
- 3) Product releases are to be defined based on a combination of:

- a) desired value to be delivered
 - b) user research insights
 - c) data driven insights
 - d) learnings from previous releases
 - e) degree of readiness from enabling / supporting services and technologies
 - f) subject matter expert (SME) capacity
- 4) Applicable rule areas primarily include but are not limited to:
- a) Zoning by-laws
 - b) Development by-laws
 - c) Building by-laws, including the Vancouver Building By-Laws (VBBL)
 - d) Geo-spatial Rules(apply mostly to design to be built)
 - e) Workflow Rules(steps/needed permits/needed reviews)/required documents
 - f) Permits associated with a project type
 - g) Reviews associated with permit type and / or project type
 - h) Required documents associated with permit type and / or project type
 - i) Required 3rd party services associated with permit type and / or project type
 - j) Eligibility of Project Types
 - k) Constraints / Thresholds of design
 - l) Financial Calculations / Fees
 - m) Qualifications
 - n) Rules stemming from City and Council approved policies and / or action plans, regardless of whether they are directly related to one or more by-laws
- 5) Rule consolidation efforts are in progress, specifically across our residential (RS) zones. As a result, this may involve regular edits (adds, deletions, changes) to CoV rules that have already been digitally rendered as part of a previous product release or as part of an upcoming product release
- 6) The DTP will have a minimum of three (3) Senior Managers, Experiences & Products, each of whom will lead a core digital product team (Permitting, Licencing, Bimodal Rules, etc.). The Bimodal Rules team will be the primary on this engagement, supported by the Permitting team. We will use the rules that apply to the Low Density Housing (LDH) as the focus with an understanding that bimodal rule development will apply to rules and regulations that extend past the LDH space. Teams may be augmented by various subject matter experts (SMEs) across the City based on the nature of upcoming product releases. Where planned augmented resources become unavailable, the impacted product release(s) will be reviewed and adjusted as needed.
- 7) Change of Priority / Scope
- a) This contract sets out the agreed scope and order of deliverables as at the execution of this contract.
 - b) This contract will allow for changes in priority and/or scope of the proposed rules, building typologies and/or codes based on the City of Vancouver's requirements or needs. Each change will need to be requested and assessed by the Archistar team.

- c) If it is determined that the requested change is in line with the original intention of this contract, and will not increase the total amount of work completed in this contract, then the change will be accepted and a revised timeline and scope provided.

2.3 Assumptions

- 1) City of Vancouver will supply the following datasets:
 - a) Cadastre Lot Parcels (minimum requirement)
 - b) Zoning (minimum requirement)
 - c) Maximum Height of Buildings (not mandatory if defined by zone)
 - d) FSR / FAR (not mandatory if defined by zone)
 - e) Risk layers - Flood, Bushfire (optional)
 - f) Heritage Sites (optional)
 - g) Contours (optional)
- 2) The system will allow for free registered user access. Registered users should be able to login with their general City account depending on Single Sign On capabilities.
 - a) The City's Lead will ensure The City's subject matter experts are available as needed and, if any, potential impediments to progressing the work as planned are timely resolved.
 - b) As the application is developed during the pilot period, changes may be made with feedback from the technical team and client.

2.4 Functionalities - Code Criteria

The initial proposed rules we would assess in this project would be:

- 1) Laneway (Section 11.3.8)
 1. Permitted Use Check
 2. Minimum Site Width
 3. Basement Check
 4. Permitted Accessory Building Width
 5. Laneway House Orientation
 6. Maximum Storey
 7. Permission Check - Balconies, Deck, Roof Deck
 8. Maximum Height
 9. Location of Laneway House (Setbacks)
 10. Maximum Permitted Site Coverage
 11. Roof Pitch
 12. Partial Second Storey Footprint and Roof Pitch
 13. Dormers Inset
 14. Maximum Floor Area
 15. Habitable Rooms Minimum Size and Dimension
 16. Private Outdoor Space Minimum Size and Dimension
 17. Canopy over Entry Door Check
 18. Main Entry Door Location
 19. Windows in Front Elevation
 20. Maximum Second Level Window
- 2) Single Detached (District Schedules - All Residential Zones)

1. Maximum Density and Floor Area
 2. Minimum Site Area
 3. Maximum Building Height
 4. Minimum Front Yard Depth
 5. Minimum Side Yard Width
 6. Minimum Rear Yard Depth
 7. Maximum Site Coverage
 8. Maximum Building Depth
 9. Maximum Building Width
 10. Maximum area of impermeable materials
- 3) Single Detached with a Secondary Suite (District Schedules - All Residential Zones)**
1. Permitted Use Check
 2. Maximum Density and Floor Area
 3. Minimum Site Area
 4. Maximum Building Height
 5. Minimum Front Yard Depth
 6. Minimum Side Yard Width
 7. Minimum Rear Yard Depth
 8. Maximum Site Coverage
 9. Maximum Building Depth
 10. Maximum Building Width
 11. Maximum area of impermeable materials
- 4) Duplex (District Schedules - All Residential Zones)**
1. Permitted Use Check
 2. Maximum Density and Floor Area
 3. Minimum Site Area
 4. Maximum Building Height
 5. Minimum Front Yard Depth
 6. Minimum Side Yard Width
 7. Minimum Rear Yard Depth
 8. Maximum Site Coverage
 9. Maximum Building Depth
 10. Maximum Building Width
 11. Maximum area of impermeable materials
- 5) Duplex with a Secondary Suite (District Schedules - All Residential Zones)**
1. Permitted Use Check
 2. Maximum Density and Floor Area
 3. Minimum Site Area
 4. Maximum Building Height
 5. Minimum Front Yard Depth
 6. Minimum Side Yard Width
 7. Minimum Rear Yard Depth
 8. Maximum Site Coverage
 9. Maximum Building Depth
 10. Maximum Building Width
 11. Maximum area of impermeable materials
- 6) Multiplex - Townhouses, Rowhouse, Triplex (District Schedules - All Residential Zones)**
1. Permitted Use Check
 2. Maximum units per hectare
 3. Maximum Density and Floor Area
 4. Minimum Site Area

5. Maximum Building Height
6. Minimum Front Yard Depth
7. Minimum Side Yard Width
8. Minimum Rear Yard Depth
9. Maximum Site Coverage
10. Maximum Building Depth
11. Maximum Building Width
12. Maximum area of impermeable materials
13. Minimum separation between buildings

2.5 Timeline

1) Development

Project Start	May 2023
Platform setup with free user registration and initial ingestion of Digital GIS Map Layers Deliverable: Interactive visual layers displaying on map with free user login	Aug 2023
Digital Rules Processing Deliverable: Interactive Clickable Map with relevant lot rules + filters. Ready for Client Testing	Nov 2023
Testing, Refining and Iteration Deliverable: Public release	Dec 2023

2) Production

Platform in Production, Ongoing Maintenance and Code Updates	2024 - until Agreement end
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SCHEDULE B
PRIVACY COMPLIANCE AND DATA SECURITY

Certain terms used in this document will have the meanings given below or in the Agreement. Vendor shall comply with the following terms and conditions relating to data security and compliance with applicable privacy legislation in respect of any personal information (as defined in section 1.1 below) acquired or accessed by Vendor in connection with the Agreement.

1.0 GENERAL

1.1 The following terms used in this document will have the following meanings:

- (a) **"FOIPPA"** means the *Freedom of Information and Protection of Privacy Act* (British Columbia) as it may be amended or superseded from time to time;
- (b) **"personal information"** has the meaning given in FOIPPA, PIPA or PIPEDA as applicable;
- (c) **"PIPA"** means the *Personal Information Protection Act* (British Columbia) as it may be amended or superseded from time to time;
- (d) **"PIPEDA"** means the *Personal Information Protection and Electronic Documents Act* (Canada) as it may be amended or superseded from time to time; and
- (e) **"Transmitted Data"** means all data or information acquired, accessed or sent by the Vendor as a result of this Agreement, including all data or information acquired, accessed or sent by or through any software used by the Vendor to perform services under this Agreement, which data may include, without limitation, personal information and City proprietary or confidential information.

1.2 The Vendor shall not assign any of its rights or obligations under this document to a third party without the prior written consent of the City. If the City consents to the Vendor assigning certain of its rights or obligations to a third party, in addition to any other conditions the City may require, the Vendor shall ensure, and shall cause, its assignee to comply with the privacy and data security obligations set out in this document. Alternatively, in respect of complying with data security obligations hereunder, if the City consents to the Vendor using a third party to store the Transmitted Data (e.g. if the Vendor elects to use Infrastructure as a Service (IaaS) or Platform as a Service (PaaS)), evidence satisfactory to the City that such third party is able to substantially comply with similar or a higher standard of data security than as set out in this document (e.g. ISO27001 SOC 2 Type II) shall be provided by the Vendor to the City.

2.0 PRIVACY AND DATA SECURITY

2.1 **Acknowledgment:** Vendor acknowledges that under this Agreement, it will acquire or have access to personal information. Vendor further acknowledges that both the City and Vendor have obligations under FOIPPA to protect such information and that any unauthorized collection, disclosure, use or storage of such information could result in irreparable and significant harm to the City.

2.2 Privacy Legislation and Obligations

- (a) the City is subject to the provisions of FOIPPA which imposes significant obligations on the City and its contractors (including Vendor) to protect all personal information acquired, accessed or sent as a result of this Agreement. Vendor confirms and acknowledges its obligations to comply with the provisions of FOIPPA. Vendor further confirms and acknowledges its obligations to comply with all other Applicable Laws relating to privacy and personal information including PIPA and PIPEDA in relation to any personal information (as defined in such statutes) to which Vendor has access under this Agreement.
- (b) Vendor has implemented appropriate or will implement appropriate policies and security measures to comply with all Applicable Laws relating to privacy and personal information including FOIPPA, PIPA and PIPEDA, as well as to comply with the terms of this Agreement.
- (c) Vendor agrees that all personal information and Transmitted Data to which Vendor has access under this Agreement is “under the control” of the City for the purposes of FOIPPA. The City is only transferring physical custody of such information to Vendor, not control of that information, and the authority over the collection, use, disclosure, access, retention, destruction and integrity of all such information remains with the City. At any time during the term of the Agreement, the City may exercise the foregoing control over any such information by notice in writing to Vendor and Vendor shall comply with the instructions in the City’s notice.
- (d) Vendor agrees to collect, acquire, or hold only the minimum amount of personal information and Transmitted Data required to perform its duties under this Agreement. Unless otherwise authorized by FOIPPA or other Applicable Law and approved by the City, Vendor must collect personal information directly from the individual to whom the information pertains.
- (e) At or prior to the time of collection, Vendor must inform any person from whom it collects personal information:
 - 2.2.e.1 The purpose for collecting it;
 - 2.2.e.2 The legal authority for collecting it;
 - 2.2.e.3 The title, business address and business telephone number of a person who can answer the individual’s questions about the collection.
- (f) If an access to information request is made to Vendor under Applicable Laws relating to personal information or Transmitted Data to which Vendor has access under this agreement, Vendor shall (i) immediately, and in any event before responding to such information request, notify the City in writing of such request, and (ii) upon the City’s request direct such information request to the City for the City to handle. In the case of (ii), Vendor shall, at the City’s expense, deliver to the City copies of all relevant information within seven (7) days of notification by the City and shall comply with all other requests of the City.
- (g) In the case of an access to information request made to the City, Vendor, at the City’s expense, shall deliver to the City copies of all relevant information within seven (7) days of notification by the City and shall comply with all other requests of the City.
- (h) All personal information and Transmitted Data shall be treated as confidential and is supplied to Vendor only for the purpose of fulfilling the obligations under this Agreement. This obligation shall survive the expiry or termination of this Agreement. No such information shall be disclosed unless Vendor is legally compelled to do so and having first challenged that requirement and given the City an opportunity to challenge that requirement.

- (i) In the event any governmental authorities under applicable privacy laws or otherwise make inquiries to the City or Vendor or take any actions in respect of the personal information or Transmitted Data, Vendor will, upon the City's request, cooperate with such governmental authorities. If such governmental authorities make inquiries or requests of Vendor, Vendor will, to the extent legally required or permitted, give prompt written notice to the City and allow the City to participate in any responses submitted by Vendor to such governmental authorities.
- (j) Vendor must provide immediate notification to the City in the event that it receives a foreign demand for disclosure, as defined in s. 30.2 of FOIPPA, or has reason to suspect that unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure. Notice must include the nature of the foreign demand; who made the foreign demand; when the foreign demand was received; and what information was sought or disclosed in response to the foreign demand.
- (k) Once Vendor possesses or has access to personal information and Transmitted Data, such information will be stored and backed-up on servers and other equipment that are owned or controlled by Vendor and that are physically located in Canada. Physical and electronic access to Vendor's servers are locked and restricted to only Vendor employees and authorized agents. If the location of Vendor's primary or back-up servers change, Vendor will promptly notify the City in writing of the address of the new location. Vendor will not store any such information on any other server or equipment without the prior written approval of the City.
- (l) Except with the prior written approval of or instructions from the City, Vendor shall not modify, add, delete, destroy, share, sell, match, mine, combine, manipulate or otherwise tamper with the personal information or Transmitted Data in any way.
- (m) Vendor shall not withhold any personal information or Transmitted Data to enforce payment by the City or to enforce Vendor's rights in a dispute over this Agreement.
- (n) As between the City and Vendor, the personal information and Transmitted Data are owned by the City, Vendor hereby agrees to hold such information in trust for the City, and Vendor makes no claim to any right of ownership in it.

2.3 **Authorized Purposes:** Vendor may only use the personal information and Transmitted Data to which Vendor has access under this Agreement to carry out Vendor's obligations under this Agreement and for no other purpose ("**Authorized Purposes**"). Any use or disclosure of such information by Vendor that is not expressly permitted by this Agreement will require the prior written consent of the City and must comply with all Applicable Laws.

2.4 **Restricted Access**

- (a) Vendor will permit access to personal information and Transmitted Data only to those employees and authorized agents who need such access in order to carry out the Authorized Purposes (the "**Authorized Employees**"). Vendor will at all times maintain a current list of Authorized Employees. Vendor will, upon the City's request, provide the City with the list of Authorized Employees.
- (b) Vendor will at all times have in place a knowledgeable senior person within its organization to be responsible for, or, to have the authority to ensure, compliance with the terms of this document (the "**Compliance Representative**"). The Compliance Representative will ensure that each Authorized Employee is aware of the terms of this Agreement, and to maintain proof, in writing, that the terms have been explained and understood by each Authorized Employee. Upon entering into this Agreement, Vendor

will notify the City in writing as to the name of the Vendor Compliance Representative. Vendor will promptly advise the City of any change to the Compliance Representative.

- 2.5 **Security:** Vendor will have appropriate physical, organizational and technological security measures (consistent with best practices in the software industry) in place to ensure that all personal information and Transmitted Data is collected, accessed, used, disclosed and destroyed only by Authorized Employees, including without limitation:
- (a) restricted access to records containing paper copies of personal information and Transmitted Data;
 - (b) restricted access to personal information and Transmitted Data stored on computer systems and electronic storage devices and media, by using unique user IDs and passwords that are linked to identifiable Authorized Employees; and
 - (c) systems containing personal information and Transmitted Data will be capable of providing an audit trail and user access logs, which logs will be retained by Vendor during the term of this Agreement and for at least two (2) years following its expiry, termination, or destruction of the personal information and Transmitted Data.
 - (d) Vendor must ensure that the data centre and servers containing the personal information and Transmitted Data meets the following physical and electronic security requirements:
 - 2.5.d.1 single point of entry;
 - 2.5.d.2 access only to persons on Vendor approved access list;
 - 2.5.d.3 log-in validation;
 - 2.5.d.4 creation of accounts only as verified by Vendor;
 - 2.5.d.5 external or WIFI access to servers via encrypted means; and
 - 2.5.d.6 servers running behind secure firewall.

2.6 **No Storage, Access or Transmission outside Canada; Limited Exception:**

- (a) Subject to the exception set out in subsection 2.6(b) below, Vendor will not (i) store personal information or Transmitted Data outside Canada, (ii) access or make accessible personal information or Transmitted Data from outside Canada, or (iii) otherwise permit any personal information or Transmitted Data to leave Canada.
- (b) Notwithstanding the above, Vendor is permitted under subsection 33.1(1)(p) of FOIPPA to disclose personal information outside of Canada strictly under the following limited circumstances:
 - 2.6.b.1 such disclosure is necessary for Vendor to install, implement, maintain, repair, trouble shoot, or upgrade an electronic system or equipment that includes an electronic system, or for data recovery being undertaken following failure of an electronic system;
 - 2.6.b.2 such disclosure is limited to temporary access and storage by Vendor or its authorized sub-contractor outside of Canada for the minimum time and to the minimum amount of information necessary for the purpose set out in s. 33.1(1)(p)(i) of FOIPPA;
 - 2.6.b.3 once the purpose of disclosure is fulfilled, all applicable personal information accessed or retained by Vendor or its authorized sub-contractor is irrevocably and permanently destroyed and deleted and all temporary access to that

personal information is revoked. If requested by the City, Vendor has certified the foregoing in writing (with the City having a right to audit or verify the foregoing, acting reasonably);

2.6.b.4 all processes and requirements requested by the City in respect of such disclosure (including, without limitation, how such disclosure will be made (e.g. through a dedicated VPN) , how such information will be accessed, whether such information may only be viewed outside Canada but not retained, etc.) have been complied with by Vendor;

2.6.b.5 Vendor complies with all Applicable Laws outside Canada regarding Vendor's disclosure and handling of such information provided that if there is a conflict between such Applicable Laws outside Canada and Applicable Laws of Canada (including, without limitation, FOIPPA, PIPA and PIPEDA), Vendor shall first comply with Applicable Laws of Canada; and

2.6.b.6 upon request by the City, acting reasonably, Vendor cooperates in good faith in facilitating the audit or verification of Vendor's compliance with the foregoing by the City.

2.7 Information Retention, Transfer to the City and Destruction:

- (a) **Vendor's Retention, Transfer to the City and Destruction:** Vendor is only permitted to retain personal information, Transmitted Data or any records of such information in any form whatsoever (including without limitation hard copy or electronic formats) during the term of this Agreement and for one year after the end of the term. During this period of time, Vendor shall hold all such information in compliance with the security, privacy and confidentiality requirements of this Agreement. Any personal information that is used by or on behalf of the City to make a decision that directly affects the individual must be retained for at least one year after being used so the affected individual has a reasonable opportunity to obtain access to that personal information. At any time during the term of this Agreement and for a period of one year after the end of the term, Vendor shall, at the City's request, transfer a copy of any such information to the City in a format reasonably requested by the City. Upon the expiry of one year after the end of the term, Vendor will transfer a copy of all such information to the City in a format reasonably requested by the City and then permanently and securely destroy all such information and all records thereof in a manner that is appropriate for the media so all such information or any portion of it cannot be subsequently retrieved, accessed or used by Vendor or any other person. After all such information is transferred to the City and subsequently destroyed, Vendor shall deliver a written notice of confirmation to the City (in form and substance satisfactory to the City).

2.8 Inspection and Compliance

- (a) During this Agreement and during the period of time that Vendor is permitted by this document to retain personal information and Transmitted Data, the City's authorized representative may, on reasonable notice and during regular business hours, enter Vendor's premises and/or will be given access to Vendor's computer systems to inspect any personal information and Transmitted Data in the possession of Vendor or any of Vendor's information management policies or practices relevant to its compliance with this Agreement.

- (b) the City may request Vendor to provide a written certificate confirming Vendor's compliance with all obligations under this document, and if so requested, Vendor will within ten (10) business days either:
 - 2.8.b.1 provide such certificate; or
 - 2.8.b.2 provide a notice of non-compliance in accordance with section 1.9.
 - (c) Vendor will promptly forward to the City any records that the City may request in order to review whether Vendor is complying with this Agreement.
 - (d) If requested by the City, acting reasonably, Vendor will appoint an independent, external auditor at the City's expense to review Vendor's information and security practices under this Agreement. Vendor will provide copies of the results of any such audit to the City within seven (7) days of receiving the auditor's report.
 - (e) Vendor will promptly and fully comply with any investigation, review, order or ruling of the Office of the Information and Privacy Commissioner (British Columbia) in connection with the personal information and Transmitted Data.
- 2.9 **Written Notice of Non-Compliance.** Vendor will immediately notify the City in writing of any non-compliance or anticipated non-compliance with this document and will further inform the City of all steps Vendor proposes to take to address and prevent recurrence of such non-compliance or anticipated non-compliance.
- 2.10 **Survival:** The obligations in this document shall survive the expiration or earlier termination of this Agreement.
- 3.0 **ADDITIONAL TERMS GOVERNING STORAGE AND ACCESS OF INFORMATION**
- 3.1 Vendor shall, in respect of storage of, and access to, personal information and Transmitted Data:
- (a) take a physical inventory, at least annually, of all records containing such information, to identify any losses;
 - (b) ensure that records are not removed from storage premises without appropriate written authorization from the City;
 - (c) use physically secure areas for the storage of records and restrict access to Authorized Employee;
 - (d) ensure that access to documentation about computer systems that contain such information is restricted to Authorized Employees;
 - (e) ensure that users of a system or network that processes such information are uniquely identified and that, before a user is given access to the system or such information, their identification is authenticated each time;
 - (f) implement procedures for identification and authentication, which include:
 - (i) controls for the issue, change, cancellation and audit-processing of user identifiers and authentication mechanisms;
 - (ii) ensuring that authentication codes or passwords:
 - (1) are generated, controlled and distributed so as to maintain the confidentiality and availability of the authentication code;

- (2) are known only to the authorized user of the account;
 - (3) are pseudo-random in nature or vetted through a verification technique designed to counter triviality and repetition;
 - (4) are no fewer than 6 characters in length;
 - (5) are one-way encrypted;
 - (6) are excluded from unprotected automatic log-on processes; and
 - (7) are changed at irregular and frequent intervals at least semi-annually;
 - (g) maintain and implement formal procedures for terminated employees who have access to such information, with prompts to ensure revocation or retrieval of identity badges, keys, passwords and access rights;
 - (h) take reasonable security measures in respect of such information displayed on computer screens or in hardcopy form to prevent viewing or other access by unauthorized persons;
 - (i) implement automated or manual controls to prevent unauthorized copying, transmission or printing of such information; and
 - (j) implement control procedures to ensure the integrity of such information being stored, notably its accuracy and completeness.
- 3.2 Vendor must store personal information and Transmitted Data on agreed-upon media in accordance with prescribed techniques that store such information in a form that only Authorized Employees may access. These techniques may include translating such information into code (encryption) or shrinking or tightly packaging such information into unreadable form (compression).
- 3.3 Vendor shall store backup copies of personal information and Transmitted Data off-site under conditions which are the same as or better than originals.
- 3.4 Vendor shall securely segregate personal information and Transmitted Data from information owned by others (including Vendor), including by installing access barriers to prevent information elements from being associated (including compared or linked, based on similar characteristics) with other information, including:
- (a) separate storage facilities for such information;
 - (b) authorization before a person is granted access to computers containing such information; and
 - (c) entry passwords and the employment of public key encryption/smart card technology where practicable.
- 3.5 Vendor shall ensure the integrity of personal information and Transmitted Data stored, processed or transmitted through its system or network.
- 3.6 Vendor shall co-operate with, and assist in, any City investigation of a complaint or concern that personal information or Transmitted Data has been collected, used, handled, disclosed, stored, retained or destroyed contrary to the terms of this Agreement, FOIPPA, PIPA, PIPEDA or any other Applicable Laws.

- 3.7 As per section 2.8, the City shall be able to access Vendor's premises and other places where Vendor's servers and other equipment are located to recover any or all the City records, personal information and Transmitted Data and for auditing purposes to ensure compliance with the terms of this Agreement.

SCHEDULE C
INSURANCE CERTIFICATES

GENERAL CERTIFICATE OF INSURANCE

Section 8 b) – City staff to select the required # of days Written Notice before sending the certificate out for completion
 Section 2 through 8 – to be completed and executed by the Insurer or its Authorized Representative

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
and certifies that the insurance policies as listed herein have been issued to the Named Insured(s) and are in full force and effect as of the effective date of the agreement described below.

2. **NAMED INSURED:** *[must be the same name as the Permittee/Licensee or Party(ies) to Contract and is/are either an individual(s) or a legally incorporated company(ies)]*

ArchiStar Pty Ltd, Snaploader

MAILING ADDRESS:

Mezzanine, L1 - 3 388 George St, Sydney, NSW, 2000

LOCATION ADDRESS:

Mezzanine, L1 - 3 388 George St, Sydney, NSW, 2000

DESCRIPTION OF OPERATION, CONTRACT, AGREEMENT, LEASE, PERMIT OR LICENSE:

Principally Software as a Service with respect to Design Intelligence Software

3. **PROPERTY INSURANCE** naming the City of Vancouver as a Named Insured and/or Loss Payee with respect to its interests and shall contain a waiver clause in favour of the City of Vancouver.

(All Risks Coverage including Earthquake and Flood)

INSURED VALUES: (Replacement Cost)

INSURER: _____

Building and Tenants' Improvements: \$ _____

TYPE OF COVERAGE: _____

Contents and Equipment: \$ _____

POLICY NUMBER: _____

Deductible Per Loss: \$ _____

POLICY PERIOD: From _____ to _____

4. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**

Including the following extensions:

LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)

Personal Injury

Per Occurrence: \$ 20,000,000 any one claim or loss

Products and Completed Operations

Aggregate: \$ 20,000,000 in the annual aggregate

Cross Liability or Severability of Interest

Employees as Additional Insureds

All Risk Tenants' Legal Liability: \$ 20,000,000 any one claim or loss and in the annual aggregate

Blanket Contractual Liability

Non-Owned Auto Liability

INSURER: Certain Underwriters at Lloyd's

POLICY NUMBER: s.15(1)(i)

Deductible Per Occurrence: \$ 950 each and every Claim, Costs and Expenses inclusive

POLICY PERIOD: From 28/02/2023 to 28/02/2024

5. **AUTOMOBILE LIABILITY INSURANCE** for operation of owned and/or leased vehicles

INSURER: _____

LIMITS OF LIABILITY:

POLICY NUMBER: _____

Combined Single Limit: \$ _____

POLICY PERIOD: From _____ to _____

If vehicles are insured by ICBC, complete and provide Form APV-47.

6. **UMBRELLA OR** **EXCESS LIABILITY INSURANCE**

LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)

INSURER: _____

Per Occurrence: \$ _____

POLICY NUMBER: _____

Aggregate: \$ _____

POLICY PERIOD: From _____ to _____

Self-Insured Retention: \$ _____

7. **OTHER INSURANCE** (e.g. Boiler & Machinery, Business Interruption, Crime, etc.) – Please specify Name of Insurer(s), Policy Number, Policy Period, and Limit

8. **POLICY PROVISIONS:**

Where required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:

- a) *The City of Vancouver, its officials, officers, employees, servants and agents have been added as Additional Insureds with respect to liability arising out of the operation of the Named Insured pursuant to the governing contract, agreement, lease, permit or license;*
- b) *THIRTY (30) days written notice of cancellation or material change resulting in reduction of coverage with respect to any of the policies listed herein, either in part or in whole, will be given by the Insurer(s) to the Holder of this Certificate; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply;*
- c) *The insurance policy (policies) listed herein shall be primary with respect to all claims arising out of the operation of the Named Insured. Any insurance or self-insurance maintained by the City of Vancouver shall be in excess of this insurance and shall not contribute to it.*

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

sanika gode

Dated: 15th May 2023

PRINT NAME OF INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER

PROFESSIONAL LIABILITY INSURANCE CERTIFICATE

Section 4 – City staff to select the required # of days Written Notice before sending out for completion
 Section 2, 3 & 4– to be completed and executed by the Insurer or its Authorized Representative

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
and certifies that the insurance policy as listed herein has been issued to the Named Insured(s) and is in full force and effect as of the effective date of the agreement described below.

2. **NAMED INSURED:** *[must be the same name as the Permittee/Licensee or Party(ies) to Contract and is/are either an individual(s) or a legally incorporated company(ies)]*

ArchiStar Pty Ltd, Snaploader

MAILING ADDRESS:

Mezzanine, L1 - 3 388 George St, Sydney, NSW, 2000

LOCATION ADDRESS:

Mezzanine, L1 - 3 388 George St, Sydney, NSW, 2000

DESCRIPTION OF OPERATION/CONTRACT:

Principally Software as a Service with respect to Design Intelligence Software

3. PROFESSIONAL LIABILITY INSURANCE

INSURER: Certain Underwriters at Lloyd's
 POLICY NUMBER: s.15(1)(l)
 POLICY PERIOD: From 28/02/2023 to 28/02/2024

LIMITS OF LIABILITY:

Per occurrence/claim: \$ 10,000,000 any one claim or loss
 Aggregate: \$ 10,000,000 in the annual aggregate
 Deductible per occurrence/claim: \$ 10,000 each and every Claim, Costs and Expenses inclusive
 Unlimited, excluding known claims and circumstances.

If the policy is in a "CLAIMS MADE" form, please specify the applicable Retroactive Date:

4. POLICY PROVISIONS:

Where required by the governing contract, agreement, permit or license, it is understood and agreed that THIRTY (30) days written notice of cancellation or material change resulting in reduction of coverage with respect to the policy listed herein, either in part or in whole, will be given by the Insurer to the Holder of this Certificate. The exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply.

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

sanika gode

Dated: 15th May 2023

PRINT NAME OF INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER

Sanika Gode, L6, 1 Chandos St, St Leonards NSW 2065 +61422930844

CYBER LIABILITY
INSURANCE CERTIFICATE

1. THIS CERTIFICATE IS ISSUED TO: City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
and certifies that the insurance policy (policies) as listed herein has/have been issued to the Named Insured and is/are in full force and effect as of the effective date of the agreement described below.
2. NAMED INSURED [must be the same name as the Permittee/Licensee or Party(ies) to Contract and is/are either an individual(s) or a legally incorporated company(ies)]
ArchiStar Pty Ltd, Snaploader
BUSINESS TRADE NAME OR DOING BUSINESS AS
ArchiStar Pty Ltd, Snaploader
BUSINESS ADDRESS
Mezzanine, L1 - 3 388 George St, Sydney, NSW, 2000
DESCRIPTION OF OPERATION, CONTRACT, AGREEMENT, LEASE, PERMIT OR LICENSE
Principally Software as a Service with respect to Design Intelligence Software

3. CYBER LIABILITY INSURANCE (Claims Made Basis)

INSURER: Certain Underwriters at Lloyd's POLICY NUMBER: s.15(1)(l)

POLICY PERIOD: FROM: 28/02/2023 To: 28/02/2024

LIMIT OF LIABILITY : \$ 5,000,000 any one claim

Sublimits of Liability:

Security and Privacy Liability: \$ 5,000,000 any one claim Network Interruption: \$ 5,000,000 any one claim

Event Management : \$ 5,000,000 any one claim Cyber Extortion: \$ 5,000,000 any one claim

Media Content: \$ 5,000,000 any one claim Technology Errors & Omission: \$ 5,000,000 any one claim

RETENTION \$ 10,000 each and every Claim

4. POLICY PROVISIONS

- Where required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:
- The City of Vancouver, its officials, officers, employees, servants and agents have been added as Additional Insureds with respect to liability arising out of the operation of the Named Insured pursuant to the governing contract, agreement, lease, permit or license.
 - THIRTY (30) days written notice of cancellation or reduction of the limit of liability by endorsement, will be given by the Insurer to the Holder of this Certificate; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply.
 - The insurance policy (policies) listed herein shall be primary with respect to liability arising out of the operation of the Named Insured. Any insurance or self-insurance maintained by the City of Vancouver shall be in excess of this insurance and shall not contribute to it.

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

sanika gode

Date 15th May 2023

PRINT NAME OF THE INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER

Sanika Gode, L6, 1 Chandos St, St Leonards NSW 2065 +61422930844

**SCHEDULE D
CONTRACT PRICE**

1.0 Initial Two Years' Contract Term

Year #	Total Fees and Expense (CAD exclude GST)	Payment Schedule	City's Payment Term
1	s.21(1)	<ul style="list-style-type: none"> • Bi-Annual payments invoiced in advance • Each payment includes 6 months access to the platform including any software updates, maintenance and support as per the scope of works. 	Net 30 days
2	s.21(1)		
Total	\$400,000		

2.0 Optional Three (3) One-Year Extensions

Year #	Total Fees and Expense (CAD exclude GST)	Payment Schedule	City's Payment Term
3	s.21(1)	<ul style="list-style-type: none"> • Bi-Annual payments invoiced in advance • Each payment includes 6 months access to the platform including any software updates, maintenance and support as per the scope of works. 	Net 30 days
4	s.21(1)		
5	s.21(1)		

3.0 Additional work out of scope

Service	Rate (CAD exclude GST)
Manager	s.21(1)
Senior Technician	s.21(1)
Junior Technician	s.21(1)

SCHEDULE E
NOITC

PS20230349-DBL-NOITC Provision of Archistar Core Platform and End User Licensing issued by the City of Vancouver on May 3rd, 2023, with a closing date of May 17th, 2023 is hereby incorporated by reference.

PS20230350-DBL-NOITC

Part 1 of 2

CLOUD SOFTWARE /SOFTWARE AS A SERVICE SERVICES AGREEMENT Provision of Archistar eCheck / eComply Services

THIS AGREEMENT (the "Agreement") made as of the 30th day of May, 2023.

BETWEEN:

ARCHISTAR PTY LTD, a corporation validly existing and registered in Australia with a registered office address at Mezzanine, Level 1-3, 388 George Street, Sydney NSW 2000, Australia

("Vendor")

OF THE FIRST PART

AND:

CITY OF VANCOUVER, a municipal corporation continued under the Vancouver Charter (British Columbia) and having an office at 453 West 12th Avenue, Vancouver, BC V5Y 1V4

(the "City")

OF THE SECOND PART

BACKGROUND:

- A. The City requires the software and services described herein, and desires to engage Vendor to deliver said software and services.
- B. Vendor has agreed to deliver the said software and services in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises made by the parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1.0 DEFINITIONS AND SCHEDULES

1.1 In this Agreement, including the Background section and all schedules, the following words and terms, unless the context otherwise requires, shall have the meaning set out below:

- (a) "Applicable Laws" means all laws applicable to the parties under this Agreement and includes, without limitation, FOIPPA, PIPA and PIPEDA.
- (b) "City" means the City of Vancouver.

- (c) “**Contract Price**” means the fixed price set out in Schedule D to be paid by the City to the Vendor for the Services.
- (d) “**Data Compromise**” means any actual or reasonably suspected unauthorized access, disclosure or use of Transmitted Data that compromises the security, confidentiality, or integrity of the Transmitted Data, or the ability of City to access the Transmitted Data.
- (e) “**Documentation**” means user documentation provided electronically or in paper form by Vendor for use with the Software, as may be periodically updated and provided by Vendor.
- (f) “**FOIPPA**” means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as such Act may be amended or superseded.
- (g) “**NOITC**” means Notice of Intent to Contract PS20230350-DBL-NOITC;
- (h) “**Personal information**” has the meaning given to it in FOIPPA, PIPA or PIPEDA, as applicable.
- (i) “**PIPA**” means the *Personal Information Protection Act* (British Columbia), as such Act may be amended or superseded.
- (j) “**PIPEDA**” means the *Personal Information Protection and Electronic Documents Act* (Canada) as it may be amended or superseded from time to time.
- (k) “**Services**” means all of the obligations set out in this Agreement that are to be satisfied by Vendor including, without limitation, the granting of a licence for the City to access and use the Software, ensuring the Software performs in accordance with the requirements of this Agreement (including, without limitation, Schedule A) and providing all services and other requirements set out in Schedule E (NOITC). For certainty, Vendor will perform all Services for the fixed Contract Price.
- (l) “**Software**” means the software, owned and hosted by Vendor, to be licensed by Vendor to the City in accordance with the terms of this Agreement.
- (m) “**Transmitted Data**” means all data or information acquired, accessed or sent by the Vendor as a result of this Agreement, including all data or information acquired, accessed or sent by or through any software used by the Vendor to perform Services under this Agreement, which data may include, without limitation, personal information and City proprietary or confidential information.

1.2 The following schedules are incorporated into and form an integral part of this Agreement:

- (a) Schedule A - Scope of Work
- (b) Schedule B - Privacy Compliance and Data Security
- (c) Schedule C - Certificates of Insurance
- (d) Schedule D - Contract Price
- (e) Schedule E - NOITC issued May 3rd, 2023

In the event of any conflict or inconsistency between any of the terms of sections 1 to 21 of this Agreement and any terms of a schedule, the terms of sections 1 to 21 will govern and

prevail. In the event of any conflict or inconsistency between any of the schedules, the schedules set out in the above order of priority will govern and prevail.

2.0 PERFORMANCE OF SERVICES, GRANT OF SOFTWARE LICENCE AND AUTHORIZED USES

- 2.1 Vendor will perform the Services and its other obligations in accordance with the terms of this Agreement and all Applicable Laws (including, without limitation, FOIPPA, PIPA, PIPEDA and all other applicable privacy and personal information laws). Vendor will at all times maintain a first class standard of care, skill and diligence in performing its obligations under this Agreement.
- 2.2 Vendor hereby grants to the City and to those City employees designated by the City, subject to all of the terms and conditions of this Agreement, a non-exclusive, non-transferable licence for access to the Software via the Internet and to use the Software solely for the City's internal business purposes in accordance with the terms set out in this Agreement.
- 2.3 The Vendor's obligations under this Agreement have been set out following consultation and negotiation between the parties. If the Vendor's obligations under this Agreement fail to expressly state anything that would reasonably be implied or inferred in order for the City to achieve the benefits intended to be obtained under this Agreement, the Vendor hereby agrees that such thing will be deemed to be implied and included in the Agreement and the Contract Price.

3.0 ACCESS TO THE SOFTWARE BY THE CITY

- 3.1 The Software is located and runs on servers and other equipment that are physically located in Canada. Such servers and other equipment are owned and controlled by Vendor or are owned by a third party who has agreed to host the Software pursuant to a contract between Vendor and such third party. If the Software is hosted on third party owned servers and equipment, Vendor has full control over such Software pursuant to the contract between Vendor and such third party. The City may access and use the Software in accordance with the terms of this Agreement, but has no right to receive a copy of the object code or source code to the Software.
- 3.2 As part of the Service, Vendor hereby agrees to give City authorized users access to, and the right to use, the Software for the purposes contemplated by this Agreement. City authorized users may use the Software by logging on to a webpage on the Vendor Software (in which case Vendor will ensure that such City authorized users will have full secure access to such webpage at all times during the term of this Agreement).
- 3.3 As part of the Service, Vendor will do everything necessary to make the Software comply with the requirements of this Agreement and be ready for normal use and operation by the City at the time stipulated in this Agreement or at a time reasonably requested by the City.
- 3.4 Vendor will regularly upgrade and update the Software. Vendor will provide the City with as much prior notice as possible when an upgrade or update is to be implemented and will meet the availability and service level commitments set out in this Agreement.
- 3.5 Vendor solely owns the intellectual property in the Software (except for third party components) and the Documentation.

4.0 CONDITIONS OF USE

- 4.1 The City's right to use the Software is conditional upon the following. The City may not:

- (a) except as permitted by this Agreement, transfer to any other person any of its rights to use the Software;
 - (b) sell, rent or lease the Software;
 - (c) make the Software available to anyone who is not a City authorized user (any City employee who may be authorized by the City from time to time to use the Software);
 - (d) create any derivative works based upon the Software or Documentation;
 - (e) copy any feature, design or graphic in, or reverse engineer, the Software; or
 - (f) use the Software in a way that violates any criminal or civil law.
- 4.2 The City may load test the Software in order to test scalability provided the City give prior notice to Vendor so that Vendor may participate in and/or coordinate such load testing.
- 5.0 DATA SECURITY, PRIVACY AND PAYMENT CARD INDUSTRY REQUIREMENTS**
- 5.1 Vendor must only use the Transmitted Data as necessary to carry out its obligations under this Agreement and for no other purpose. Any use or disclosure of the Transmitted Data by Vendor that is not expressly permitted by this Agreement will require the prior written consent of the City and must comply with all Applicable Laws.
- 5.2 As between the City and Vendor, the Transmitted Data is owned by the City, Vendor hereby agrees to hold the Transmitted Data in trust for the City, and Vendor makes no claim to any right of ownership in it. Vendor acknowledges and agrees that the City has voluntarily disclosed the Transmitted Data to Vendor on the condition that Vendor hold such Transmitted Data in strict confidence and only use it in accordance with the terms of this Agreement. Vendor further acknowledges and agrees that the Transmitted Data will remain, at all times, strictly under the control and in the power of the City including for the purposes of FOIPPA. Even though Vendor may have temporary custody of the Transmitted Data to enable it to perform its obligations under this Agreement, such temporary custody does not amount to control, power, possession or ownership of the Transmitted Data.
- 5.3 Vendor shall comply with all of the confidentiality, security and privacy requirements set out in this Agreement (including, without limitation, the requirements of this Section 5.0, the requirements set out in Schedule A (Scope of Work) and the requirements set out in Schedule B (Privacy Compliance and Data Security)) with respect to the Transmitted Data. To the extent Vendor possesses any Transmitted Data in any form, medium or device during the Term of this Agreement or after, the foregoing obligations shall survive and continue to be in legal effect.
- 5.4 Once the Transmitted Data is transferred through the Software to Vendor, the Transmitted Data will be stored on servers and other equipment that are physically located in Canada, owned and controlled by Vendor or are owned by a third party who has agreed to host the Software pursuant to a contract between Vendor and such third party with terms regarding privacy compliance and data security substantially similar to this section 5.0 and Schedule B (Privacy Compliance and Data Security). If the Software is hosted on third party owned servers and equipment, Vendor has full control over such Software and all Transmitted Data pursuant to the contract between Vendor and such third party. The Software must use SSL encryption or equivalent.
- 5.5 As of the date of this Agreement, the Software and Transmitted Data will only be stored on Vendor's primary, secondary and backup servers (collectively, the "System Servers"). Each System Server should be located in different locations that are sufficiently far from each other to ensure resiliency against natural disasters. Vendor's primary server is located at **AWS**

Canada (Central Region). Vendor's secondary server is located at **AWS Canada Region**. Vendor's backup server is located at **AWS Canada Region**. If any System Server is hosted by a third party server/data host, such third party will be referred to as a "Server Host". Physical access to all System Servers is locked and restricted to only Vendor or Server Host employees. All data that flows in and out of Vendor's System Servers through the Vendor's or Server Host's routers and other equipment is encrypted and otherwise protected against access by, or disclosure to, Server Host or any other party. A regularly updated and backed-up copy of the Transmitted Data will be stored on Vendor's secondary and/or backup servers. If the location of any System Server is proposed to be changed during the Term of this Agreement, Vendor shall notify the City in writing, no less than 60 days before the location of a System Server is changed. Vendor will not store the Software or Transmitted Data on any other server or equipment without the prior written approval of the City. To the extent Vendor is able through its contract with a Server Host, Vendor will use commercially reasonable efforts to require the Server Host to ensure the safety, security, confidentiality and continued availability of all data stored on Vendor's primary server (including all Transmitted Data) located at the Server Host's facility. On a daily basis, a backup copy of all data stored on Vendor's primary server (including all Transmitted Data) will be automatically transferred to the City in a format, and in accordance with a process, agreed to by the City.

- 5.6 Except with the prior written approval of the City, Vendor shall not store any Transmitted Data outside Canada or allow access to any Transmitted Data from outside Canada unless this is done in accordance with the terms of Schedule B (Privacy Compliance and Data Security).
- 5.7 Except with the prior written approval of or instructions from the City, Vendor shall not modify, add, delete, destroy, share, match, mine, combine, manipulate or otherwise tamper with the Transmitted Data in any way.
- 5.8 Vendor shall not withhold any of the Transmitted Data to enforce payment by the City or to enforce Vendor's rights in a dispute over this Agreement.
- 5.9 If Vendor is responsible for any loss or corruption of any Transmitted Data, Vendor will immediately restore or recreate such Transmitted Data.
- 5.10 Vendor must ensure that the System Servers and all Server Hosts meets the following physical and electronic security requirements:
 - (a) single point of entry;
 - (b) main access monitored with additional access for emergency purposes only;
 - (c) surveillance cameras in physical data centre facility/room;
 - (d) access validation with identity check;
 - (e) access only to persons on Vendor approved access list;
 - (f) log-in validation;
 - (g) creation of accounts only as verified by Vendor;
 - (h) access to servers via encrypted means; and
 - (i) servers running behind secure firewall.
- 5.11 Vendor shall comply with the following in the event of a Data Compromise:

- (a) Vendor shall report, either orally or in writing, to City any Data Compromise involving Transmitted Data, or circumstances that could have resulted in unauthorized access to or disclosure or use of Transmitted Data, not authorized by this Agreement or in writing by City, including any reasonable belief that unauthorized access or disclosure of Transmitted Data has occurred. Vendor shall make the report to City immediately upon discovery of the unauthorized access or disclosure, but in no event more than forty-eight (48) hours after Vendor reasonably believes there has been such unauthorized access or disclosure. Oral reports by Vendor regarding Data Compromises will be reduced to writing and supplied to City as soon as reasonably practicable, but in no event more than forty-eight (48) hours after oral report.
 - (b) Immediately upon becoming aware of any such Data Compromise, Vendor shall fully investigate the circumstances, extent and causes of the Data Compromise, and report the results to City and continue to keep City informed on a daily basis of the progress of its investigation until the issue has been effectively resolved to the reasonable satisfaction of the City.
 - (c) Vendor's report discussed herein shall identify: (i) the nature of the unauthorized access or disclosure, (ii) the data accessed or disclosed, (iii) who made the unauthorized use or received the unauthorized access or disclosure (if known), (iv) what Vendor has done or shall do to mitigate any deleterious effect of the unauthorized access or disclosure, and (v) what corrective action Vendor has taken or shall take to prevent future similar unauthorized access or disclosure.
 - (d) Within five (5) calendar days of the date Vendor becomes aware of any such Data Compromise, Vendor shall have completed implementation of corrective actions to remedy the Data Compromise, restore City access to the Services as directed by City, and prevent further similar unauthorized access or disclosure.
 - (e) Vendor shall cooperate fully with City's investigation of and response to any such Data Compromise incident.
 - (f) Except as otherwise required by law, Vendor will not provide notice of the incident directly to the persons whose data was involved, regulatory agencies, or other entities, without prior written permission from City.
- 5.12 Vendor shall ensure that its employees are aware of their obligations regarding data security and privacy under this Section 5.0, Schedule A and Schedule B of this Agreement.
- 5.13 In the event any governmental authorities under applicable privacy laws or otherwise make inquiries to the City or Vendor or take any actions in respect of the Transmitted Data, Vendor will, upon the City's request, cooperate with such governmental authorities. If such governmental authorities make inquiries or requests of Vendor, Vendor will, to the extent legally required or permitted, give prompt written notice to the City and allow the City to participate in any responses submitted by Vendor to such governmental authorities.

6.0 WARRANTIES AND OTHER COVENANTS

6.1 Software Warranties: Vendor warrants that:

- (a) the Software and Services will satisfy the requirements of this Agreement; and
- (b) Vendor owns or otherwise has the right to provide the Software to the City and to perform all of Vendor's other obligations under this Agreement.

- 6.2 **Corporate and Other Warranties:** Vendor warrants that, as of the date of this Agreement, Vendor:
- (a) has full right, power and authority to enter into this Agreement and to perform its obligations under it;
 - (b) is not under any obligation, contractual or otherwise, to request or obtain the consent of any person in order to enter into this Agreement and to perform Vendor's obligations under it;
 - (c) is a corporation, duly organized, legally existing, in good standing and has not been dissolved under the laws of the jurisdiction of registration set out on the first page of this Agreement and is lawfully registered and licensed to do business in the Province of British Columbia;
 - (d) has the necessary corporate power to own its properties and assets and to carry on its business as it is now being conducted and to enter into this Agreement;
 - (e) is not a party to or bound by any indenture, agreement (written or oral), instrument, licence, permit or understanding or other obligation or restriction under the terms of which the execution, delivery or performance of this Agreement will constitute or result in a violation or breach or default; and
 - (f) all other representations and warranties made by Vendor in this Agreement are true and accurate.

6.3 Vendor shall be responsible for providing Service interruption recovery services if Vendor experiences or suffers an interruption to the Service for any reason. Vendor shall take all necessary steps to ensure that City shall not be denied access to the Services for more than 2 hours for any reason. For example only and without limitation, Vendor shall maintain the capability to resume provision of the Services from an alternative location and via an alternative telecommunications route if an event renders the Vendor's primary infrastructure unusable or unavailable. If Vendor fails to restore the Services within 2 hours of the initial disruption of service, City may declare Vendor to be in default of this Agreement and City may seek alternate services, which would have otherwise been provided under this Agreement, from third parties. Vendor shall reimburse City for all costs reasonably incurred by City in obtaining such alternative services, with payment to be made within thirty (30) calendar days of City's written request for such payment. In the event of a Service outage or interruption, Vendor will refund or credit the City, at its election, the pro-rated amount of fees corresponding to the time Services were unavailable. Vendor's obligations in this section are in addition to any obligations of Vendor set out in a service level agreement included in this Agreement.

- 6.4 If the Software does not satisfy the requirements of this Agreement, Vendor must immediately, at its option and expense, either:
- (a) modify the Software to conform to the requirements of this Agreement; or
 - (b) provide a workaround solution to the City's satisfaction that will meet the City's requirements.

If neither of these options is satisfactory to the City, the City may terminate this Agreement in which case the City shall have no further liability to the Vendor or seek alternate services, which would have otherwise been provided under this Agreement, from third parties and seek reimbursement of such costs from Vendor. In either case, Vendor shall refund to the City all amounts pre-paid by the City for which no Services have been rendered.

6.5 If the normal operation, possession, access or use of the Software by the City is found to infringe any third party intellectual property right or Vendor believes that this is likely, Vendor must immediately, at its option and expense, either:

- (a) obtain a licence from such third party for the benefit of the City to allow the City to access and use the Software in accordance with the terms of this Agreement; or
- (b) modify the Software so that it no longer infringes.

If neither of these options is satisfactory to the City, the City may terminate this Agreement in which case the City shall have no further liability to the Vendor and the Vendor shall refund to the City all amounts pre-paid by the City for which no Services have been rendered.

7.0 TRAINING AND SUPPORT

7.1 **Training for the City:** Vendor shall provide the training described in Schedule A as part of the Contract Price and for no additional consideration.

7.2 **Support:** Vendor shall provide the support services described in Schedule A as part of the Contract Price and for no additional consideration.

7.3 **Service Level Commitments:** Vendor will ensure that the Software is available for use by the City at least 98 per cent of the time during the term of this Agreement. In addition to this commitment, Vendor shall also comply with the service level commitments described in Schedule A or elsewhere in this Agreement.

8.0 TERM OF AGREEMENT

8.1 Subject to Section 10, this Agreement will terminate on the second anniversary of the Effective Date or on such later date as the Parties may agree in writing.

8.2 Subject to Section 10, the City may extend this Agreement for up to three successive one-year periods following the second anniversary of the Effective Date by providing written notice to the Vendor at any time prior to the end of the then-current term.

9.0 CONTRACT PRICE

9.1 In consideration for the Software, Services and other obligations to be performed by Vendor under this Agreement, the City will pay Vendor the Contract Price set out in Schedule D unless the City, in good faith, disputes any amount charged.

9.2 Subject to the partial and interim payment obligations of the City as set out in Schedule D, the City will have no obligation to pay any money to the Vendor in connection with this Agreement unless and until the Vendor has fully and completely complied with all of its obligations required by this Agreement to be performed and all covenants on the part of the Vendor are in good standing up to the date that such payment is due.

9.3 The City will make payments on account of the Contract Price in the amounts and at the milestones outlined in Schedule D.

9.4 Any delay from the timeframes set out in Schedule A - Scope of Work due to the Vendor not meeting such timeframes will result in the corresponding payment dates being extended by the length of the delay.

- 9.5 The submission of a proper invoice will constitute a condition precedent to the obligation of the City to pay any money under this Agreement. For the purposes of this Agreement, a proper invoice must comply with the following requirements:
- (a) the invoice must correctly set out:
 - (i) the City's Purchase Order number set out on the Purchase Order to be issued by the City upon execution of this Agreement;
 - (ii) the full name of the City's project manager; and
 - (iii) the date and title of this Agreement,
 - (b) must be signed by an officer of the Vendor and contain a statement certifying that the Vendor has achieved a specified milestone or specified percentage of completion of same in accordance with the terms of Schedule D, and sufficiently describe the specified milestone or percentage of completion of same;
 - (c) if Vendor is not a resident of Canada, for any Services performed by the Vendor in Canada, the Vendor shall breakout that portion of fees in an invoice and that portion of fees will be subject to a 15% withholding tax under Canadian income tax laws and shall be remitted by the City to the Canada Revenue Agency.
- 9.6 All references to currency in this Agreement are expressed in terms of lawful money of Canada, and all payments to be made under this Agreement will be made in lawful money of Canada in Vancouver, British Columbia.
- 9.7 Taxes.
- (a) **City Liable for GST, PST, etc.** The prices set out in this Agreement are exclusive of all federal, provincial, municipal, or other Canadian government, excise, sales, use, occupational, or like taxes specific to the transactions under this Agreement now in force or enacted in the future in respect to amounts payable by the City to the Vendor relating to the Services, all of which the City will be liable to pay to the Vendor wherever the Vendor is required to collect and remit such amount to any governmental authority as a result of this Agreement.
 - (b) **Vendor Liable For Corporate, Income, Capital, and Other General Taxes.** Nothing in this Section or this Agreement will make, or be interpreted so as to make the City liable to pay general (as opposed to those being specific to this Agreement) Canadian or foreign taxes, duties, excise, customs, penalties or interest amounts imposed on the Vendor or its Affiliates on account of the Vendor's or its Affiliate's import of goods, services or labour, income, capital, transfers or transactions.
 - (c) **Each Party Responsible for Own Taxes.** Each of the City and the Vendor shall be responsible for paying those taxes applicable to it under Applicable Laws.
 - (d) **Withholding Taxes.**
 - (i) Notwithstanding any other provision to the contrary, if the City determines that it is necessary to satisfy its obligations under any Applicable Laws relating to taxes, the City may:
 - (1) withhold an amount from a payment made to the Vendor; and

- (2) pay the withheld amount directly to the relevant government authority.
- (ii) If an amount withheld in accordance with Section 9.7(d) is paid by the City to the relevant government authority, it is deemed to have been paid to the Vendor on the date on which the remainder of the payment to which it relates was paid to the Vendor.
- (iii) Vendor agrees and acknowledges that it has no claim against the City for any amounts withheld and paid to the relevant government authority in accordance with Section 9.7(d).
- (iv) If the City does not withhold an amount under Section 9.7(d) which it is required to withhold pursuant to any Applicable Laws relating to taxes, the Vendor agrees to pay that amount to the City, upon request by the City and upon the City showing the Vendor the requirement to withhold under Applicable Laws.
- (v) Vendor agrees that the City shall not be required to increase any payment to the Vendor by the amount withheld by the City under Section 9.7(d).

10.0 CITY'S RIGHT TO TERMINATE

10.1 Intentionally Deleted.

10.2 **Termination for Breach, Insolvency, Bankruptcy:** the City may terminate this Agreement (a) if Vendor is in breach of any term of this Agreement and the breach is not cured within 10 (ten) days of written notice by the City, and (b) immediately if Vendor becomes insolvent, bankrupt or is otherwise unable to carry on business. If the City terminates under this section, Vendor will immediately refund the balance of any prepaid and unearned fees to the City.

11.0 VENDOR'S OBLIGATIONS AFTER AGREEMENT TERM EXPIRES

11.1 **City's Request to Delete/Destroy Transmitted Data:** At the City's request, Vendor will immediately, permanently and securely delete and destroy all Transmitted Data in its possession or under its control and all records thereof (in all media and devices in or on which such Transmitted Data is stored) in a manner that is appropriate for the media or device so that the Transmitted Data or any portion of it cannot be subsequently retrieved, accessed or used by Vendor or any other person. Without limiting the scope of Transmitted Data to be deleted and destroyed by Vendor, Vendor will delete and destroy the following:

- (a) all Transmitted Data in Vendor's possession or under its control including, without limitation, Transmitted Data stored on any media or device (including CD-Roms);
- (b) all work files and derivative copies of the Transmitted Data; and
- (c) all hard copies and electronic copies of reports in Vendor's possession or under its control.

Notwithstanding the foregoing, the City may ask Vendor to not delete or destroy certain Transmitted Data and Vendor shall comply with such request provided it does not conflict with Vendor's obligations under Applicable Laws.

11.2 **Obligation to Provide the City a Copy of Transmitted Data before Destruction:** Prior to the deletion and destruction of the Transmitted Data in accordance with Section 11.1, Vendor will

provide the City with one or more copies of all of the Transmitted Data (in a format, medium and/or device instructed by the City) in Vendor's possession or under its control at such time.

11.3 **Declaration in Writing:** After complying with Sections 11.1 and 11.2, Vendor shall deliver a declaration in writing (in form and substance satisfactory to the City) to the City evidencing its compliance with those sections.

11.4 **Continued Safe and Secure Storage:** Until the City makes the request in Section 11.1 to delete and destroy the Transmitted Data, Vendor will continue to safely and securely store the Transmitted Data in accordance with the terms of this Agreement.

12.0 INSURANCE

12.1 **Required Insurance/Amounts.** Prior to commencing the Services, Vendor will obtain:

(a) professional liability insurance with policy limits of not less than \$2,000,000 per claim (with a sub-limit of not less than \$1,000,000 per claim for intellectual property infringement) and an aggregate of not less than \$2,000,000, protecting the Vendor against all claims for loss or damage arising out of any error or omission of the Vendor or the Vendor's Personnel in the performance of the Services. If this coverage is provided on a claims-made basis, the coverage shall be maintained for a period of two years post completion of all Services;

(b) technology error & omissions and cyber liability insurance with policy limits of not less than \$5,000,000 per claim and an aggregate of not less than \$5,000,000 protecting the Vendor and Vendor's personnel against claims such as, data security and privacy liability, PCI-DSS breach, network interruption, event management, cyber extortion and media content. If this coverage is provided on a claims-made basis, the coverage shall be maintained for a period of two years post completion of all Services; and

(c) commercial general liability insurance policy with limits of not less than \$5,000,000 per occurrence, aggregate of not less than \$5,000,000, protecting the Vendor and the Vendor's Personnel against all claims for bodily injury including death, personal injury, advertising liability, completed operations, product liability, and property damage or loss, arising out of the operations of the Vendor or the actions of the Vendor or the Vendor's Personnel. The policy will:

(i) name the City and the City's officials, employees and agents as additional insureds;

(ii) include a cross-liability or severability of interest clause or endorsement in favour of the City;

(iii) include blanket contractual liability coverage; and

(iv) Include non-owned auto liability coverage.

12.2 **Required Policy Terms.** All required insurance policies will remain in full force and effect at all times until completion of the Services and all extensions and renewals of the Services or earlier cancellation of this Agreement (except professional liability and technology error & omissions and cyber liability policies which will remain in full force and effect at all times during the foregoing period plus two years), and will:

(a) be obtained from and issued by insurers authorized to carry on business within British Columbia, on terms satisfactory to the City, acting reasonably;

- (b) be primary insurance in respect to liability arising out of the operation of the Vendor, and any insurance or self-insurance maintained by the City will be in excess of this insurance and will not contribute to such policies; and
- (c) contain a provision that such insurance coverage will not be cancelled or endorsed to reduce the limits of liability without the Vendor giving the City at least 30 days' written notice by registered mail. Should the policy be endorsed to restrict coverage midterm, written notice of such restriction will be sent by registered mail to the City no later than the effective date change; the exception is cancellation for non-payment of premium in which case the applicable statutory conditions will apply.

12.3 **Insurance Certificate.** Prior to signing this Agreement, the Vendor shall have provided, or shall provide, the City's Project Manager with evidence of all required insurance to be taken out in the form of one or more certificate(s) of insurance in form. The certificate(s) of Insurance will identify the Agreement title, Agreement number, policy holder, description of work, insurer name, insurer policy number, insurer policy period and insurer limits. Proof of insurance, in the form of such certificate(s) of insurance (or copies of the policy(ies) themselves, if requested), will be made available to the City's Project Manager at any time during the performance of the Services immediately upon request.

12.4 **Sub-contractor Insurance.** The Vendor shall ensure that any sub-contractor(s) also maintain the same insurance as the Vendor, having regard to the obligations under this Agreement that they are contracted to fulfill.

12.5 **Insurance Requirements Additional To Any Other Requirements.** Vendor will, and will cause its sub-contractor(s), to provide at its own cost, any additional insurance which is required by law or other lines of insurance coverages, endorsements, or increased limits of insurance as reasonably deemed necessary by the City or as a reasonable and prudent vendor of similar goods and services would require to protect their operations or performance of services similar to the Services outlined.

12.6 **Insurance Requirements Independent of Additional Obligations.** Neither the providing of insurance by Vendor in accordance with this Agreement, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing, will be held to relieve Vendor from any other provisions of this Agreement with respect to liability of Vendor or otherwise.

13.0 EXCLUSION OF LIABILITY

Neither party shall be liable under this Agreement for any indirect, special, incidental, punitive or consequential damages (including without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, lost or corrupted data, lost profits, lost business or lost opportunity), or any other similar damages under any theory of liability (whether in contract, tort, strict liability or any other theory), even if the other party has been informed of this possibility.

14.0 RELEASE, INDEMNIFICATION AND LIQUIDATED DAMAGES

14.1 Vendor now releases the City and its respective officials, officers, employees and agents and their respective successors, assigns, heirs and authorized representatives from all costs, losses, damages and expenses, including those caused by personal injury, death, property damage, loss and economic loss arising out of, suffered or experienced by Vendor and its officers, employees and agents in connection with Vendor's performance of the Services under this Agreement.

14.2 Vendor hereby agrees to indemnify and save harmless the City and its respective officials, officers, employees and agents and their respective successors, assigns, heirs and authorized

representatives and each of them (in each case an "Indemnified Party") from and against all costs, losses, claims, damages, actions, and causes of actions (collectively referred to as "Claims") that an Indemnified Party may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of the performance by Vendor of this Agreement, a breach by Vendor of this Agreement (including, without limitation, a breach of any of the confidentiality, security and privacy provisions of this Agreement), an infringement claim against the City or errors, omissions or negligent acts of Vendor or its officers, employees or agents under this Agreement excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of an Indemnified Party.

- 14.3 The City hereby agrees to indemnify and save harmless the Vendor from and against all Claims that the Vendor may sustain, incur, suffer, or be put to at any time either before or after the expiration or termination of this Agreement that arise out of a material breach by the City of this Agreement, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of the Vendor.
- 14.4 Each party's liability to the other party under this Article 14 for any Claims that are not covered and reimbursable under the indemnifying party's insurance policies is limited to \$1,000,000.
- 14.5 This indemnity will not affect or prejudice the City from exercising any other rights that may be available to it at law or in equity.
- 14.6 The release and indemnity set out above will survive the expiry or sooner termination of this Agreement.
- 14.7 The City and Vendor acknowledge and agree that Vendor's failure to properly perform the Services will cause the City to incur economic damages and losses of types and in amounts that are difficult to compute and ascertain with certainty as a basis for recovery by the City of actual damages and that liquidated damages represent a genuine estimate thereof. Accordingly, Vendor will pay the City liquidated damages in accordance with the terms of any service level agreements or other terms set out in this Agreement.

15.0 CONFIDENTIALITY

- 15.1 The confidentiality obligations set out in this Section 15.0 are in addition to Vendor's obligation to comply with FOIPPA, PIPA, PIPEDA and all other applicable privacy and personal information laws and the other security and privacy obligations set out in this Agreement.
- 15.2 In the course of or for the purpose of performing the services contemplated in this Agreement, Vendor will obtain or have access to information, including but not limited to the Transmitted Data, other personal information as well as possibly financial and business information that is confidential to the City (collectively "Confidential Information"). Confidential Information includes all information, in whatever form, other than:
 - (a) information which is in, or becomes part of, the public domain, not due to Vendor's breach of this Agreement or Vendor's actions;
 - (b) information which was previously in Vendor's possession and did not originate from the City; and
 - (c) information which lawfully becomes available to Vendor from a third party not under an obligation of confidence to the City regarding such information.

- 15.3 Vendor will not use or reproduce the Confidential Information other than as reasonably required for the performance of the Services under this Agreement. Vendor will not, without the prior written consent of the City given on such terms and conditions as it prescribes in its sole discretion, disclose or allow access to the Confidential Information to any person, except to only those of its own employees who have a need to know the Confidential Information solely for the provision of the Services, and who have been advised of its confidential nature and have agreed to be bound by the confidentiality and restricted use provisions in this Section. Vendor will take all reasonable precautions against the Confidential Information being used by or disclosed to any unauthorized person.
- 15.4 If Vendor is required by any law, legal proceeding, or court or government order, to disclose any Confidential Information, Vendor shall limit its disclosure of such Confidential Information to the extent and purpose legally required, provided that prior to any disclosure Vendor will promptly notify the City in writing of the existence and the terms, and conditions of the required disclosure and, at the City's request and expense, co-operate in obtaining a protective order or other assurance that confidential treatment and restricted use will be accorded such Confidential Information.
- 15.5 Vendor acknowledges that a breach by Vendor or any of its employees of their respective confidentiality obligations pursuant to this Section 15.0 may cause irreparable harm and significant injury to the City that may be difficult to ascertain. Vendor agrees that it shall be liable for all damages caused to the City by such a breach and further agrees that the City shall have the right to seek equitable relief including, without limitation, injunction and specific performance, in the event of any breach or threatened breach of the provisions of this Section 15.0 in addition to all other remedies available to the City at law, in equity or otherwise. Vendor shall pay all reasonable costs and reasonable legal expenses incurred by the City in pursuing one or more remedies as a result of the breach or threatened breach by Vendor of this Section 15.0.
- 15.6 Vendor shall return all copies of the Confidential Information to the City, in all tangible forms and media, and delete all Confidential Information resident in any databases or systems, upon the earliest of the following dates:
- (a) completion of the Services;
 - (b) expiration or earlier termination of this Agreement; and
 - (c) written request of the City for return of the Confidential Information;
- provided that the Vendor shall have the right to retain one copy of the Confidential Information solely for archival purposes or as otherwise may be required by law, subject to its ongoing confidentiality and restricted use obligations.
- 15.7 Vendor shall ensure that its employees are aware of their obligations of confidentiality under this Section 15.0.
- 15.8 Any Software manuals or other instructional material supplied by Vendor to the City will be deemed, subject to the exclusions in Section 15.2, to be Vendor's Confidential Information and the City will ensure that the City employees who are involved in the implementation and operation of the Software will comply with the obligations of this Article 15 in respect of such Confidential Information.
- 15.9 This Section shall survive the expiration or earlier termination of this Agreement.

16.0 NO PROMOTION OF RELATIONSHIP

- 16.2 Vendor will not disclose or promote its relationship with the City, including by means of any verbal declarations, announcements, sales, marketing or other literature, letters, client lists, websites, internet domain names, press releases, brochures or other written materials (the “Communications”) without the express prior written consent of the City (except as may be necessary for Vendor to perform its obligations under this Agreement).
- 16.3 Furthermore, Vendor undertakes not to disclose or promote its relationship with the City in any Communications in a manner which could suggest or create an association, express or implied, between Vendor and the City. Without limiting the generality of the foregoing, Vendor will not refer to or use any website, domain name, official emblem, logo or mascot of the City of Vancouver in any Communications, without the express prior written consent of the City.

17.0 UNAVOIDABLE DELAY

- 17.2 Except for the performance of obligations to pay money, Vendor will be relieved from having to perform any obligation under this Agreement that is delayed or prevented due to an Unavoidable Delay. For the purposes of this Section, an “Unavoidable Delay” means any circumstances beyond the reasonable control of the party trying to perform (such as, for example, strikes/lockouts, acts of God, war or other strife or governmental action) but expressly excludes any and all delays caused by Vendor’s lack of financial resources, insolvency or strikes, lockouts or other withdrawals of services arising out of a labour dispute or labour affiliations of Vendor’s employees or permitted sub-contractor’s employees, or governmental action taken in the enforcement of law specifically against Vendor or its permitted sub-Contractors. If an Unavoidable Delay occurs, Vendor will: (a) as soon as possible after the occurrence of the Unavoidable Delay, give written notice to the City describing the circumstances preventing continued performance and the efforts being made to resume performance of its obligations under this Agreement, and (b) use its best efforts to resume performance and mitigate the adverse impact of the Unavoidable Delay on the City.

18.0 NOTICES

- 18.2 Any notice required or permitted to be given to Vendor will be sufficiently given if delivered in writing by the City to Vendor personally, by courier or registered mail, by e-mail or by fax to the following:

ARCHISTAR PTY LTD

Attention: David Hunt
E-Mail: david@archistar.ai
or his/her designate set out in an “Out of Office” email.

- 18.3 Any notice required or permitted to be given to the City will be sufficiently given if delivered in writing by Vendor to the attention of the City personally, by courier or registered mail, by e-mail or by fax to the following:

CITY OF VANCOUVER

Attention: Arron McCurdy
E-Mail: Arron.McCurdy@vancouver.ca
or his/her designate set out in an “Out of Office” email,

with a copy to:

City of Vancouver - Legal Services

453 West 12th Avenue
Vancouver, British Columbia V5Y 1V4

Attention: Francie Connell, Director of Legal Services
E-Mail: francie.connell@vancouver.ca
Fax: 604-873-7445

or her designate set out in an "Out of Office" email.

- 18.4 Any notice or other communication given (and, in the case of e-mail or fax, confirmed or acknowledged by the recipient) in accordance with this Section 18.0 shall be conclusively deemed to have been given:
- (i) if given by personal delivery, on the day of actual delivery thereof;
 - (ii) if given by registered mail or courier, on the Business Day following confirmation by the postal service or the courier that the notice has been delivered; and
 - (iii) if given by e-mail or fax, on the day of transmission if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

Notwithstanding the foregoing, if the party giving any notice or other communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such notice or other communication must not be mailed but must be given by personal delivery, courier, e-mail or fax.

19.0 INJUNCTIVE RELIEF AND SPECIFIC PERFORMANCE

- 19.2 Vendor acknowledges that a breach by Vendor of any of its obligations under this Agreement (including, without limitation, any of the confidentiality, security or privacy obligations) may cause irreparable harm and significant injury to the City that may be difficult to ascertain. Vendor agrees that it shall be liable for all damages caused to the City by such a breach and further agrees that the City shall have the right to seek equitable relief including, without limitation, injunction and specific performance, in the event of any breach or threatened breach, of any of Vendor's obligations under this Agreement in addition to all other remedies available to the City at law, in equity or otherwise. Vendor shall pay all reasonable costs and reasonable legal expenses incurred by the City in pursuing one or more remedies as a result of the breach or threatened breach by Vendor of its obligations.

20.0 NO SUB-CONTRACTING OR ASSIGNMENT

- 20.2 Vendor shall not sub-contract or assign any of its rights or obligations under this Agreement to any other party without the prior written approval of the City. If the City allows Vendor to assign certain rights or obligations to another party, Vendor shall be responsible for ensuring that such other party complies with all of the confidentiality, security and privacy provisions set out in this Agreement and any other provision of the Agreement required by the City.

21.0 MISCELLANEOUS

- 21.2 **Time of the Essence.** Time shall be of the essence of this Agreement.
- 21.3 **No Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty under this Agreement, or constitute an approval or acquiescence in any breach thereunder, except as may be specifically agreed in writing by the City.

- 21.4 **Severability.** The invalidity, illegality or unenforceability of any portion or provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken position.
- 21.5 **Remedies Cumulative.** The remedies of the parties provided for in this Agreement are cumulative and are in addition to any remedies available to the Parties at law or in equity. No remedy will be deemed to exclude or restrict the right of a party to any other remedies against the other party and a party may from time to time have recourse to one or more of the remedies specified in this Agreement or at law notwithstanding the termination of this Agreement.
- 21.6 **Further Assurances.** Each party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.
- 21.7 **Entire Agreement.** This Agreement and the schedules constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede all previous communications, representations and agreements, whether oral or written, with respect to the subject matter hereof. The schedules attached hereto are incorporated by reference in and form an integral part of this Agreement.
- 21.8 **Amendment.** This Agreement shall not be amended except as specifically agreed in writing by both the City and Vendor.
- 21.9 **Set-Off.** the City may at its option, withhold and set-off against any amount owing to Vendor (whether under this Agreement or otherwise) any amounts payable by Vendor to the City (whether under this Agreement or otherwise) and the amount of any damages suffered or claims made or to be made by the City as a result of any other claim it may have against Vendor, whether such claim is at law or in equity or tort or on any other basis.
- 21.10 **Enurement.** This Agreement shall enure to the benefit of and be binding upon the City and Vendor and their respective successors and permitted assigns.
- 21.11 **Independent Contractor.** This Agreement is a contract for services and Vendor, its officers, directors, shareholders, partners, personnel, affiliates and agents of Vendor are not, nor are they to be deemed to be, partners, appointees, employees or agents of the City. Vendor will not represent to anyone that Vendor has any authority to bind the City in any way or that Vendor is an agent of the City.
- 21.12 **Governing Law and Resolution of Disputes.** In the event of a dispute under this Agreement, the parties will use commercially reasonable efforts to resolve such dispute including referring such dispute to successively higher levels of management within each party. If a dispute is not resolved in accordance with the foregoing, the parties may agree to have the dispute resolved by way of mediation or arbitration. If, despite the foregoing, a dispute is still not resolved, either party may commence a legal action in the courts of British Columbia, in which case such courts will have exclusive jurisdiction to determine all disputes arising under this Agreement and the parties now irrevocably agree to submit all disputes to the courts of British Columbia for resolution. This Agreement will be governed by the laws of the Province of British Columbia.

(Signature page follows immediately)

As evidence of their Agreement to be bound by the above contract terms, Vendor and the City each have executed this Agreement as of the day and year first above written.

ARCHISTAR PTY LTD

By: *Benjamin Coorey*
Signature

Benjamin Coorey, CEO
Print Name and Title

By: *Robert Coorey*
Signature

Robert Coorey, Secretary
Print Name and Title

CITY OF VANCOUVER

Huan Ngo
Signature

Huan Ngo
Category Manager, Supply Chain Management
Print Name and Title

Alexander Ralph
Signature

Alexander Ralph
Chief Procurement Officer, Supply Chain Management
Print Name and Title

Andrea Law
Signature

Andrea Law
General Manager of Development, Buildings & Licensing
Print Name and Title

Frances J. Connell
Signature

Frances J. Connell, K.C.
City Solicitor and Director of Legal Services
Print Name and Title

SCHEDULE A SCOPE OF WORK

1.0 Introduction

In March 2022, The City posted a Call for Innovation (CFI), PS20220333 - Digital Regulatory & Business Rules Ecosystem and invited interested parties to express their interest in assisting our organization to innovate and improve its regulatory, policy, and business rules ecosystem, including in any or all of the following areas:

- implementing a transparent, agile and digital lifecycle management of a regulation or business rule, including the creation, analysis, or application of such regulations to one or more City services.
- surfacing relationships between various regulations and business rules, in an easy and concise digital way, enabling the identification of potential overlaps, conflicts, dependencies and downstream impacts to related regulations and City services or City objectives.
- allowing any user (public, council, staff, etc.) to understand how the City's regulations, policies, and business rules apply to their proposed situation or project with an intuitive, accessible, and data-driven digital platform.
- Integrate one or more of the above elements together in a cohesive, digital platform or ecosystem.

Short-listed candidates were invited to work collaboratively with our team of business and technology subject matter experts, following an agile scrum product development framework.

2.0 Scope of Work

As part of Archistar's response to the City of Vancouver's CFI (Call for Innovation) PS20220333, and building off the CFI enabled work Archistar has done with the City to date (digital rules and digital compliance proof of concept), the City is seeking to engage Archistar as a provider of their Software as a Service Platform to be used in production to support a d number of permitting and licencing services, with an initial focus on those services that are applicable to the Low Density Housing (LDH) space.

2.1 Functionalities

For each of the prioritized digital services within the Low Density Housing (LDH) space (Laneway, Single Detached & Duplex and Multiplex):

- 1) Work with the CoV team to incorporate the applicable rules (regulatory and / or business), on a defined product release basis, into the Archistar solution for use under the following, but not limited, uses:
 - a) Digital plan validation during the Exploratory and Pre Submission stages of the permitting customer journey
 - Allows customers to answer questions, if any, and upload a digital plan file (BIM or CAD format) into the Archistar platform, where it will be checked against the CoV rules available at time of uploading
 - Customers will be provided with the following information which will then allow them to either make changes or proceed with formal application submission:
 - Pass or Fail against rules that require no discretion

- Flag or highlight rules where discretion could be applied - this indicates to the customer that a CoV staff member (or members) will need to review their plan against the highlighted rule
 - Digital Plan validation limited to:
 - Single Detached (2D CAD or 3D BIM),
 - Laneway (2D CAD) and
 - Duplex (2D CAD)
 - Multiplex (PDF Only)
- b) Digital plan compliance during the Submission stage of the permitting customer journey
- As part of a customer's permit application submission, their digital compliant file will be checked for compliance against point in time rules
 - Compliance check results are enabled for API based consumption by CoV solution architecture components (other platforms, products, and services) for integration with macro permitting journeys (see high level MVP solution designs)
 - Availability of a compliance report for both customers and staff as part of the application submission process
- 2) Provision of digital plan files used as part of digital compliance validation in formats consistent with use by existing CoV services, such as electronic plan (ePlan) workflows
 - 3) Explore developing Archistar further, so it also supports renovation services, and not just building a new property
 - 4) Integrate with an external identity solution
 - 5) Extract data from Archistar into City's enterprise data ecosystem
 - 6) Explore potential use of Archistar training materials for use by both staff and customers
 - 7) Technical support of implemented service(s) and solution(s)

2.2 Implementation approach







Archistar's engagement with the Digital Transformation Program (DTP) will need to align with and / or help shape the DTP's current digital product (service) approach as outlined below:

- 1) Initial focus is on digital products (services) as they apply to CoV's Low Density Housing space with the following digital product areas being prioritized:
 - Laneway service
 - Single Detached
 - Single Detached with a Secondary Suite
 - Duplex
 - Duplex with a Secondary Suite
 - Multiplex
 - Combinations of the above
- 2) The DTP has committed to a 2-month product release cycle with the use of a rolling 2-3 release outlook (at any given point in time there will be a minimum of 2 - 3 defined product releases) per digital product The DTP implementation teams' follow a 2-week sprints cadence
- 3) Product releases are to be defined based on a combination of:
 - desired value to be delivered

- user research insights
 - data driven insights
 - learnings from previous releases
 - degree of readiness from enabling / supporting services and technologies
 - subject matter expert (SME) capacity
- 4) Applicable rule areas primarily include but are not limited to:
- Zoning by-laws
 - Development by-laws
 - Building by-laws, including the Vancouver Building By-Laws (VBBL)
 - Geo-spatial Rules(apply mostly to design to be built)
 - Workflow Rules(steps/needed permits/needed reviews)/required documents
 - Permits associated with a project type
 - Reviews associated with permit type and / or project type
 - Required documents associated with permit type and / or project type
 - Required 3rd party services associated with permit type and / or project type
 - Eligibility of Project Types
 - Constraints / Thresholds of design
 - Financial Calculations / Fees
 - Qualifications
 - Rules stemming from City and Council approved policies and / or action plans, regardless of whether they are directly related to one or more by-laws
- 5) Rule consolidation efforts are in progress, specifically across our residential (RS) zones. As a result, this may involve regular edits (adds, deletions, changes) to CoV rules that have already been digitally rendered as part of a previous product release or as part of an upcoming product release
- 6) The DTP will have a minimum of three (3) Senior Managers, Experiences & Products, each of whom will lead a core digital product team (Permitting, Licencing, Bimodal Rules, etc.). The Bimodal Rules team will be the primary on this engagement, supported by the Permitting team. We will use the rules that apply to the Low Density Housing (LDH) as the focus with an understanding that bimodal rule development will apply to rules and regulations that extend past the LDH space. Teams may be augmented by various subject matter experts (SMEs) across the City based on the nature of upcoming product releases. Where planned augmented resources become unavailable, the impacted product release(s) will be reviewed and adjusted as needed
- 7) Change of Priority / Scope
- This contract sets out the agreed scope and order of deliverables as at the execution of this contract.
 - This contract will allow for changes in priority and/or scope of the proposed rules, building typologies and/or codes based on the City of Vancouver's requirements or needs. Each change will need to be requested and assessed by the Archistar team.
 - If it is determined that the requested change is in line with the original intention of this contract, and will not increase the total amount of work completed in this contract, then the change will be accepted and a revised timeline and scope provided.

2.3 Assumptions

- 1) Archistar will provide a BIM template that can be downloaded from the site which has the correct layers, setbacks and site outline
- 2) The BIM template will require simple metadata added to the design to allow for automated assessment. Instructions, templates and sample files will be provided.

- 3) Archistar will work with the City of Vancouver team to develop and provide the BIM designs for testing
- 4) s.21(1) 
- 5) 
- 6) 
- 7) The system will allow for free registered user access. Registered users should be able to login with their general City account depending on Single Sign On capabilities.
- 8) The City's Lead will ensure The City's subject matter experts are available as needed and, if any, potential impediments to progressing the work as planned are timely resolved.
- 9) s.21(1) 
- 10) 
- 11) As the application is developed during the pilot period, changes may be made with feedback from the technical team and client.
- 12) s.21(1) 

2.4 Functionalities - Code Criteria

The initial proposed rules we would assess in this project would be:

- 1) **Laneway** (Section 11.3.8)
 1. Permitted Use Check
 2. Minimum Site Width
 3. Basement Check
 4. Permitted Accessory Building Width
 5. Laneway House Orientation
 6. Maximum Storey
 7. Permission Check - Balconies, Deck, Roof Deck
 8. Maximum Height
 9. Location of Laneway House (Setbacks)
 10. Maximum Permitted Site Coverage
 11. Roof Pitch
 12. Partial Second Storey Footprint and Roof Pitch
 13. Dormers Inset
 14. Maximum Floor Area
 15. Habitable Rooms Minimum Size and Dimension
 16. Private Outdoor Space Minimum Size and Dimension
 17. Canopy over Entry Door Check
 18. Main Entry Door Location
 19. Windows in Front Elevation
 20. Maximum Second Level Window

- 2) **Single Detached (District Schedules - All Residential Zones)**
 1. Maximum Density and Floor Area
 2. Minimum Site Area
 3. Maximum Building Height
 4. Minimum Front Yard Depth
 5. Minimum Side Yard Width
 6. Minimum Rear Yard Depth
 7. Maximum Site Coverage
 8. Maximum Building Depth
 9. Maximum Building Width
 10. Maximum area of impermeable materials
- 3) **Single Detached with a Secondary Suite (District Schedules - All Residential Zones)**
 1. Permitted Use Check
 2. Maximum Density and Floor Area
 3. Minimum Site Area
 4. Maximum Building Height
 5. Minimum Front Yard Depth
 6. Minimum Side Yard Width
 7. Minimum Rear Yard Depth
 8. Maximum Site Coverage
 9. Maximum Building Depth
 10. Maximum Building Width
 11. Maximum area of impermeable materials
- 4) **Duplex (District Schedules - All Residential Zones)**
 1. Permitted Use Check
 2. Maximum Density and Floor Area
 3. Minimum Site Area
 4. Maximum Building Height
 5. Minimum Front Yard Depth
 6. Minimum Side Yard Width
 7. Minimum Rear Yard Depth
 8. Maximum Site Coverage
 9. Maximum Building Depth
 10. Maximum Building Width
 11. Maximum area of impermeable materials
- 5) **Duplex with a Secondary Suite (District Schedules - All Residential Zones)**
 1. Permitted Use Check
 2. Maximum Density and Floor Area
 3. Minimum Site Area
 4. Maximum Building Height
 5. Minimum Front Yard Depth
 6. Minimum Side Yard Width
 7. Minimum Rear Yard Depth
 8. Maximum Site Coverage
 9. Maximum Building Depth
 10. Maximum Building Width
 11. Maximum area of impermeable materials
- 6) **Multiplex - Townhouses, Rowhouse, Triplex (District Schedules - All Residential Zones)**
 1. Permitted Use Check
 2. Maximum units per hectare
 3. Maximum Density and Floor Area

4. Minimum Site Area
5. Maximum Building Height
6. Minimum Front Yard Depth
7. Minimum Side Yard Width
8. Minimum Rear Yard Depth
9. Maximum Site Coverage
10. Maximum Building Depth
11. Maximum Building Width
12. Maximum area of impermeable materials
13. Minimum separation between buildings

3.0 Timeline

1) Development

Self Submission Portal - Laneway (2D Only) and Single Detached Housing (2D and 3D)	Sep 2023
Self Submission Portal - Duplex (2D Only)	Dec 2023
Self Submission Button (3) activated and tested with Council API	Mar 2024

2) Production

Platform in Production, Ongoing Maintenance and Code Updates	Mar 2024 - until Agreement end
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SCHEDULE B
PRIVACY COMPLIANCE AND DATA SECURITY

Certain terms used in this document will have the meanings given below or in the Agreement. Vendor shall comply with the following terms and conditions relating to data security and compliance with applicable privacy legislation in respect of any personal information (as defined in section 1.1 below) acquired or accessed by Vendor in connection with the Agreement.

1.0 GENERAL

1.1 The following terms used in this document will have the following meanings:

- (a) **"FOIPPA"** means the *Freedom of Information and Protection of Privacy Act* (British Columbia) as it may be amended or superseded from time to time;
- (b) **"personal information"** has the meaning given in FOIPPA, PIPA or PIPEDA as applicable;
- (c) **"PIPA"** means the *Personal Information Protection Act* (British Columbia) as it may be amended or superseded from time to time;
- (d) **"PIPEDA"** means the *Personal Information Protection and Electronic Documents Act* (Canada) as it may be amended or superseded from time to time; and
- (e) **"Transmitted Data"** means all data or information acquired, accessed or sent by the Vendor as a result of this Agreement, including all data or information acquired, accessed or sent by or through any software used by the Vendor to perform services under this Agreement, which data may include, without limitation, personal information and City proprietary or confidential information.

1.2 The Vendor shall not assign any of its rights or obligations under this document to a third party without the prior written consent of the City. If the City consents to the Vendor assigning certain of its rights or obligations to a third party, in addition to any other conditions the City may require, the Vendor shall ensure, and shall cause, its assignee to comply with the privacy and data security obligations set out in this document. Alternatively, in respect of complying with data security obligations hereunder, if the City consents to the Vendor using a third party to store the Transmitted Data (e.g. if the Vendor elects to use Infrastructure as a Service (IaaS) or Platform as a Service (PaaS)), evidence satisfactory to the City that such third party is able to substantially comply with similar or a higher standard of data security than as set out in this document (e.g. ISO27001 SOC 2 Type II) shall be provided by the Vendor to the City.

2.0 PRIVACY AND DATA SECURITY

2.1 **Acknowledgment:** Vendor acknowledges that under this Agreement, it will acquire or have access to personal information. Vendor further acknowledges that both the City and Vendor have obligations under FOIPPA to protect such information and that any unauthorized collection, disclosure, use or storage of such information could result in irreparable and significant harm to the City.

2.2 Privacy Legislation and Obligations

- (a) the City is subject to the provisions of FOIPPA which imposes significant obligations on the City and its contractors (including Vendor) to protect all personal information acquired, accessed or sent as a result of this Agreement. Vendor confirms and acknowledges its obligations to comply with the provisions of FOIPPA. Vendor further confirms and acknowledges its obligations to comply with all other Applicable Laws relating to privacy and personal information including PIPA and PIPEDA in relation to any personal information (as defined in such statutes) to which Vendor has access under this Agreement.
- (b) Vendor has implemented appropriate or will implement appropriate policies and security measures to comply with all Applicable Laws relating to privacy and personal information including FOIPPA, PIPA and PIPEDA, as well as to comply with the terms of this Agreement.
- (c) Vendor agrees that all personal information and Transmitted Data to which Vendor has access under this Agreement is “under the control” of the City for the purposes of FOIPPA. The City is only transferring physical custody of such information to Vendor, not control of that information, and the authority over the collection, use, disclosure, access, retention, destruction and integrity of all such information remains with the City. At any time during the term of the Agreement, the City may exercise the foregoing control over any such information by notice in writing to Vendor and Vendor shall comply with the instructions in the City’s notice.
- (d) Vendor agrees to collect, acquire, or hold only the minimum amount of personal information and Transmitted Data required to perform its duties under this Agreement. Unless otherwise authorized by FOIPPA or other Applicable Law and approved by the City, Vendor must collect personal information directly from the individual to whom the information pertains.
- (e) At or prior to the time of collection, Vendor must inform any person from whom it collects personal information:
 - 2.2.e.1 The purpose for collecting it;
 - 2.2.e.2 The legal authority for collecting it;
 - 2.2.e.3 The title, business address and business telephone number of a person who can answer the individual’s questions about the collection.
- (f) If an access to information request is made to Vendor under Applicable Laws relating to personal information or Transmitted Data to which Vendor has access under this agreement, Vendor shall (i) immediately, and in any event before responding to such information request, notify the City in writing of such request, and (ii) upon the City’s request direct such information request to the City for the City to handle. In the case of (ii), Vendor shall, at the City’s expense, deliver to the City copies of all relevant information within seven (7) days of notification by the City and shall comply with all other requests of the City.
- (g) In the case of an access to information request made to the City, Vendor, at the City’s expense, shall deliver to the City copies of all relevant information within seven (7) days of notification by the City and shall comply with all other requests of the City.
- (h) All personal information and Transmitted Data shall be treated as confidential and is supplied to Vendor only for the purpose of fulfilling the obligations under this Agreement. This obligation shall survive the expiry or termination of this Agreement. No such information shall be disclosed unless Vendor is legally compelled to do so and

having first challenged that requirement and given the City an opportunity to challenge that requirement.

- (i) In the event any governmental authorities under applicable privacy laws or otherwise make inquiries to the City or Vendor or take any actions in respect of the personal information or Transmitted Data, Vendor will, upon the City's request, cooperate with such governmental authorities. If such governmental authorities make inquiries or requests of Vendor, Vendor will, to the extent legally required or permitted, give prompt written notice to the City and allow the City to participate in any responses submitted by Vendor to such governmental authorities.
- (j) Vendor must provide immediate notification to the City in the event that it receives a foreign demand for disclosure, as defined in s. 30.2 of FOIPPA, or has reason to suspect that unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure. Notice must include the nature of the foreign demand; who made the foreign demand; when the foreign demand was received; and what information was sought or disclosed in response to the foreign demand.
- (k) Once Vendor possesses or has access to personal information and Transmitted Data, such information will be stored and backed-up on servers and other equipment that are owned or controlled by Vendor and that are physically located in Canada. Physical and electronic access to Vendor's servers are locked and restricted to only Vendor employees and authorized agents. If the location of Vendor's primary or back-up servers change, Vendor will promptly notify the City in writing of the address of the new location. Vendor will not store any such information on any other server or equipment without the prior written approval of the City.
- (l) Except with the prior written approval of or instructions from the City, Vendor shall not modify, add, delete, destroy, share, sell, match, mine, combine, manipulate or otherwise tamper with the personal information or Transmitted Data in any way.
- (m) Vendor shall not withhold any personal information or Transmitted Data to enforce payment by the City or to enforce Vendor's rights in a dispute over this Agreement.
- (n) As between the City and Vendor, the personal information and Transmitted Data are owned by the City, Vendor hereby agrees to hold such information in trust for the City, and Vendor makes no claim to any right of ownership in it.

2.3 **Authorized Purposes:** Vendor may only use the personal information and Transmitted Data to which Vendor has access under this Agreement to carry out Vendor's obligations under this Agreement and for no other purpose ("**Authorized Purposes**"). Any use or disclosure of such information by Vendor that is not expressly permitted by this Agreement will require the prior written consent of the City and must comply with all Applicable Laws.

2.4 **Restricted Access**

- (a) Vendor will permit access to personal information and Transmitted Data only to those employees and authorized agents who need such access in order to carry out the Authorized Purposes (the "**Authorized Employees**"). Vendor will at all times maintain a current list of Authorized Employees. Vendor will, upon the City's request, provide the City with the list of Authorized Employees.
- (b) Vendor will at all times have in place a knowledgeable senior person within its organization to be responsible for, or, to have the authority to ensure, compliance with the terms of this document (the "**Compliance Representative**"). The Compliance Representative will ensure that each Authorized Employee is aware of the terms of this

Agreement, and to maintain proof, in writing, that the terms have been explained and understood by each Authorized Employee. Upon entering into this Agreement, Vendor will notify the City in writing as to the name of the Vendor Compliance Representative. Vendor will promptly advise the City of any change to the Compliance Representative.

2.5 **Security:** Vendor will have appropriate physical, organizational and technological security measures (consistent with best practices in the software industry) in place to ensure that all personal information and Transmitted Data is collected, accessed, used, disclosed and destroyed only by Authorized Employees, including without limitation:

- (a) restricted access to records containing paper copies of personal information and Transmitted Data;
- (b) restricted access to personal information and Transmitted Data stored on computer systems and electronic storage devices and media, by using unique user IDs and passwords that are linked to identifiable Authorized Employees; and
- (c) systems containing personal information and Transmitted Data will be capable of providing an audit trail and user access logs, which logs will be retained by Vendor during the term of this Agreement and for at least two (2) years following its expiry, termination, or destruction of the personal information and Transmitted Data.
- (d) Vendor must ensure that the data centre and servers containing the personal information and Transmitted Data meets the following physical and electronic security requirements:
 - 2.5.d.1 single point of entry;
 - 2.5.d.2 access only to persons on Vendor approved access list;
 - 2.5.d.3 log-in validation;
 - 2.5.d.4 creation of accounts only as verified by Vendor;
 - 2.5.d.5 external or WIFI access to servers via encrypted means; and
 - 2.5.d.6 servers running behind secure firewall.

2.6 **No Storage, Access or Transmission outside Canada; Limited Exception:**

- (a) Subject to the exception set out in subsection 2.6(b) below, Vendor will not (i) store personal information or Transmitted Data outside Canada, (ii) access or make accessible personal information or Transmitted Data from outside Canada, or (iii) otherwise permit any personal information or Transmitted Data to leave Canada.
- (b) Notwithstanding the above, Vendor is permitted under subsection 33.1(1)(p) of FOIPPA to disclose personal information outside of Canada strictly under the following limited circumstances:
 - 2.6.b.1 such disclosure is necessary for Vendor to install, implement, maintain, repair, trouble shoot, or upgrade an electronic system or equipment that includes an electronic system, or for data recovery being undertaken following failure of an electronic system;
 - 2.6.b.2 such disclosure is limited to temporary access and storage by Vendor or its authorized sub-contractor outside of Canada for the minimum time and to the minimum amount of information necessary for the purpose set out in s. 33.1(1)(p)(i) of FOIPPA;

2.6.b.3 once the purpose of disclosure is fulfilled, all applicable personal information accessed or retained by Vendor or its authorized sub-contractor is irrevocably and permanently destroyed and deleted and all temporary access to that personal information is revoked. If requested by the City, Vendor has certified the foregoing in writing (with the City having a right to audit or verify the foregoing, acting reasonably);

2.6.b.4 all processes and requirements requested by the City in respect of such disclosure (including, without limitation, how such disclosure will be made (e.g. through a dedicated VPN) , how such information will be accessed, whether such information may only be viewed outside Canada but not retained, etc.) have been complied with by Vendor;

2.6.b.5 Vendor complies with all Applicable Laws outside Canada regarding Vendor's disclosure and handling of such information provided that if there is a conflict between such Applicable Laws outside Canada and Applicable Laws of Canada (including, without limitation, FOIPPA, PIPA and PIPEDA), Vendor shall first comply with Applicable Laws of Canada; and

2.6.b.6 upon request by the City, acting reasonably, Vendor cooperates in good faith in facilitating the audit or verification of Vendor's compliance with the foregoing by the City.

2.7 Information Retention, Transfer to the City and Destruction:

- (a) **Vendor's Retention, Transfer to the City and Destruction:** Vendor is only permitted to retain personal information, Transmitted Data or any records of such information in any form whatsoever (including without limitation hard copy or electronic formats) during the term of this Agreement and for one year after the end of the term. During this period of time, Vendor shall hold all such information in compliance with the security, privacy and confidentiality requirements of this Agreement. Any personal information that is used by or on behalf of the City to make a decision that directly affects the individual must be retained for at least one year after being used so the affected individual has a reasonable opportunity to obtain access to that personal information. At any time during the term of this Agreement and for a period of one year after the end of the term, Vendor shall, at the City's request, transfer a copy of any such information to the City in a format reasonably requested by the City. Upon the expiry of one year after the end of the term, Vendor will transfer a copy of all such information to the City in a format reasonably requested by the City and then permanently and securely destroy all such information and all records thereof in a manner that is appropriate for the media so all such information or any portion of it cannot be subsequently retrieved, accessed or used by Vendor or any other person. After all such information is transferred to the City and subsequently destroyed, Vendor shall deliver a written notice of confirmation to the City (in form and substance satisfactory to the City).

2.8 Inspection and Compliance

- (a) During this Agreement and during the period of time that Vendor is permitted by this document to retain personal information and Transmitted Data, the City's authorized representative may, on reasonable notice and during regular business hours, enter Vendor's premises and/or will be given access to Vendor's computer systems to inspect any personal information and Transmitted Data in the possession of Vendor or any of Vendor's information management policies or practices relevant to its compliance with this Agreement.

- (b) the City may request Vendor to provide a written certificate confirming Vendor's compliance with all obligations under this document, and if so requested, Vendor will within ten (10) business days either:
 - 2.8.b.1 provide such certificate; or
 - 2.8.b.2 provide a notice of non-compliance in accordance with section 1.9.
 - (c) Vendor will promptly forward to the City any records that the City may request in order to review whether Vendor is complying with this Agreement.
 - (d) If requested by the City, acting reasonably, Vendor will appoint an independent, external auditor at the City's expense to review Vendor's information and security practices under this Agreement. Vendor will provide copies of the results of any such audit to the City within seven (7) days of receiving the auditor's report.
 - (e) Vendor will promptly and fully comply with any investigation, review, order or ruling of the Office of the Information and Privacy Commissioner (British Columbia) in connection with the personal information and Transmitted Data.
- 2.9 **Written Notice of Non-Compliance.** Vendor will immediately notify the City in writing of any non-compliance or anticipated non-compliance with this document and will further inform the City of all steps Vendor proposes to take to address and prevent recurrence of such non-compliance or anticipated non-compliance.
- 2.10 **Survival:** The obligations in this document shall survive the expiration or earlier termination of this Agreement.
- 3.0 **ADDITIONAL TERMS GOVERNING STORAGE AND ACCESS OF INFORMATION**
- 3.1 Vendor shall, in respect of storage of, and access to, personal information and Transmitted Data:
- (a) take a physical inventory, at least annually, of all records containing such information, to identify any losses;
 - (b) ensure that records are not removed from storage premises without appropriate written authorization from the City;
 - (c) use physically secure areas for the storage of records and restrict access to Authorized Employee;
 - (d) ensure that access to documentation about computer systems that contain such information is restricted to Authorized Employees;
 - (e) ensure that users of a system or network that processes such information are uniquely identified and that, before a user is given access to the system or such information, their identification is authenticated each time;
 - (f) implement procedures for identification and authentication, which include:
 - (i) controls for the issue, change, cancellation and audit-processing of user identifiers and authentication mechanisms;
 - (ii) ensuring that authentication codes or passwords:
 - (1) are generated, controlled and distributed so as to maintain the confidentiality and availability of the authentication code;

- (2) are known only to the authorized user of the account;
 - (3) are pseudo-random in nature or vetted through a verification technique designed to counter triviality and repetition;
 - (4) are no fewer than 6 characters in length;
 - (5) are one-way encrypted;
 - (6) are excluded from unprotected automatic log-on processes; and
 - (7) are changed at irregular and frequent intervals at least semi-annually;
 - (g) maintain and implement formal procedures for terminated employees who have access to such information, with prompts to ensure revocation or retrieval of identity badges, keys, passwords and access rights;
 - (h) take reasonable security measures in respect of such information displayed on computer screens or in hardcopy form to prevent viewing or other access by unauthorized persons;
 - (i) implement automated or manual controls to prevent unauthorized copying, transmission or printing of such information; and
 - (j) implement control procedures to ensure the integrity of such information being stored, notably its accuracy and completeness.
- 3.2 Vendor must store personal information and Transmitted Data on agreed-upon media in accordance with prescribed techniques that store such information in a form that only Authorized Employees may access. These techniques may include translating such information into code (encryption) or shrinking or tightly packaging such information into unreadable form (compression).
- 3.3 Vendor shall store backup copies of personal information and Transmitted Data off-site under conditions which are the same as or better than originals.
- 3.4 Vendor shall securely segregate personal information and Transmitted Data from information owned by others (including Vendor), including by installing access barriers to prevent information elements from being associated (including compared or linked, based on similar characteristics) with other information, including:
- (a) separate storage facilities for such information;
 - (b) authorization before a person is granted access to computers containing such information; and
 - (c) entry passwords and the employment of public key encryption/smart card technology where practicable.

- 3.5 Vendor shall ensure the integrity of personal information and Transmitted Data stored, processed or transmitted through its system or network.
- 3.6 Vendor shall co-operate with, and assist in, any City investigation of a complaint or concern that personal information or Transmitted Data has been collected, used, handled, disclosed, stored, retained or destroyed contrary to the terms of this Agreement, FOIPPA, PIPA, PIPEDA or any other Applicable Laws.
- 3.7 As per section 2.8, the City shall be able to access Vendor's premises and other places where Vendor's servers and other equipment are located to recover any or all the City records, personal information and Transmitted Data and for auditing purposes to ensure compliance with the terms of this Agreement.

SCHEDULE C
INSURANCE CERTIFICATES

GENERAL CERTIFICATE OF INSURANCE

Section 8 b) – City staff to select the required # of days Written Notice before sending the certificate out for completion
 Section 2 through 8 – to be completed and executed by the Insurer or its Authorized Representative

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
and certifies that the insurance policies as listed herein have been issued to the Named Insured(s) and are in full force and effect as of the effective date of the agreement described below.

2. **NAMED INSURED:** *[must be the same name as the Permittee/Licensee or Party(ies) to Contract and is/are either an individual(s) or a legally incorporated company(ies)]*

ArchiStar Pty Ltd, Snaploader

MAILING ADDRESS:

Mezzanine, L1 - 3 388 George St, Sydney, NSW, 2000

LOCATION ADDRESS:

Mezzanine, L1 - 3 388 George St, Sydney, NSW, 2000

DESCRIPTION OF OPERATION, CONTRACT, AGREEMENT, LEASE, PERMIT OR LICENSE:

Principally Software as a Service with respect to Design Intelligence Software

3. **PROPERTY INSURANCE** naming the City of Vancouver as a Named Insured and/or Loss Payee with respect to its interests and shall contain a waiver clause in favour of the City of Vancouver.

(All Risks Coverage including Earthquake and Flood)

INSURED VALUES: (Replacement Cost)

INSURER: _____

Building and Tenants' Improvements: \$ _____

TYPE OF COVERAGE: _____

Contents and Equipment: \$ _____

POLICY NUMBER: _____

Deductible Per Loss: \$ _____

POLICY PERIOD: From _____ to _____

4. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**

Including the following extensions:

LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)

Personal Injury

Per Occurrence: \$ 20,000,000 any one claim or loss

Products and Completed Operations

Aggregate: \$ 20,000,000 in the annual aggregate

Cross Liability or Severability of Interest

Employees as Additional Insureds

All Risk Tenants' Legal Liability: \$ 20,000,000 any one claim or loss and in the annual aggregate

Blanket Contractual Liability

Non-Owned Auto Liability

INSURER: Certain Underwriters at Lloyd's

POLICY NUMBER: s.15(1)(l)

Deductible Per Occurrence: \$ 950 each and every Claim, Costs and Expenses inclusive

POLICY PERIOD: From 28/02/2023 to 28/02/2024

5. **AUTOMOBILE LIABILITY INSURANCE** for operation of owned and/or leased vehicles

INSURER: _____

LIMITS OF LIABILITY:

POLICY NUMBER: _____

Combined Single Limit: \$ _____

POLICY PERIOD: From _____ to _____

If vehicles are insured by ICBC, complete and provide Form APV-47.

6. **UMBRELLA OR** **EXCESS LIABILITY INSURANCE**

LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)

INSURER: _____

Per Occurrence: \$ _____

POLICY NUMBER: _____

Aggregate: \$ _____

POLICY PERIOD: From _____ to _____

Self-Insured Retention: \$ _____

7. **OTHER INSURANCE** (e.g. Boiler & Machinery, Business Interruption, Crime, etc.) – Please specify Name of Insurer(s), Policy Number, Policy Period, and Limit

8. **POLICY PROVISIONS:**

Where required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:

- a) *The City of Vancouver, its officials, officers, employees, servants and agents have been added as Additional Insureds with respect to liability arising out of the operation of the Named Insured pursuant to the governing contract, agreement, lease, permit or license;*
- b) *THIRTY (30) days written notice of cancellation or material change resulting in reduction of coverage with respect to any of the policies listed herein, either in part or in whole, will be given by the Insurer(s) to the Holder of this Certificate; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply;*
- c) *The insurance policy (policies) listed herein shall be primary with respect to all claims arising out of the operation of the Named Insured. Any insurance or self-insurance maintained by the City of Vancouver shall be in excess of this insurance and shall not contribute to it.*

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

sanika gode

Dated: 15th May 2023

PRINT NAME OF INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER

PROFESSIONAL LIABILITY INSURANCE CERTIFICATE

Section 4 – City staff to select the required # of days Written Notice before sending out for completion
 Section 2, 3 & 4– to be completed and executed by the Insurer or its Authorized Representative

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
and certifies that the insurance policy as listed herein has been issued to the Named Insured(s) and is in full force and effect as of the effective date of the agreement described below.

2. **NAMED INSURED:** *[must be the same name as the Permittee/Licensee or Party(ies) to Contract and is/are either an individual(s) or a legally incorporated company(ies)]*

ArchiStar Pty Ltd, Snaploader

MAILING ADDRESS:

Mezzanine, L1 - 3 388 George St, Sydney, NSW, 2000

LOCATION ADDRESS:

Mezzanine, L1 - 3 388 George St, Sydney, NSW, 2000

DESCRIPTION OF OPERATION/CONTRACT:

Principally Software as a Service with respect to Design Intelligence Software

3. PROFESSIONAL LIABILITY INSURANCE

INSURER: Certain Underwriters at Lloyd's

POLICY NUMBER s.15(1)(l)

POLICY PERIOD: From 28/02/2023 to 28/02/2024

LIMITS OF LIABILITY:

Per occurrence/claim: \$ 10,000,000 any one claim or loss

Aggregate: \$ 10,000,000 in the annual aggregate

Deductible per occurrence/claim: \$ 10,000 each and every Claim, Costs and Expenses Inclusive

If the policy is in a "CLAIMS MADE" form, please specify the applicable Retroactive Date:

Unlimited, excluding known claims and circumstances.

4. POLICY PROVISIONS:

Where required by the governing contract, agreement, permit or license, it is understood and agreed that THIRTY (30) days written notice of cancellation or material change resulting in reduction of coverage with respect to the policy listed herein, either in part or in whole, will be given by the Insurer to the Holder of this Certificate. The exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply.

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

sanika gode

Dated: 15th May 2023

PRINT NAME OF INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER

Sanika Gode, L6, 1 Chandos St, St Leonards NSW 2065 +61422930844

CYBER LIABILITY
INSURANCE CERTIFICATE

1. THIS CERTIFICATE IS ISSUED TO: City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
and certifies that the insurance policy (policies) as listed herein has/have been issued to the Named Insured and is/are in full force and effect as of the effective date of the agreement described below.
2. NAMED INSURED [must be the same name as the Permittee/Licensee or Party(ies) to Contract and is/are either an individual(s) or a legally incorporated company(ies)]
ArchiStar Pty Ltd, Snaploader
BUSINESS TRADE NAME OR DOING BUSINESS AS
ArchiStar Pty Ltd, Snaploader
BUSINESS ADDRESS
Mezzanine, L1 - 3 388 George St, Sydney, NSW, 2000
DESCRIPTION OF OPERATION, CONTRACT, AGREEMENT, LEASE, PERMIT OR LICENSE
Principally Software as a Service with respect to Design Intelligence Software

3. CYBER LIABILITY INSURANCE (Claims Made Basis)

INSURER: Certain Underwriters at Lloyd's POLICY NUMBER: s.15(1)(l)

POLICY PERIOD: FROM: 28/02/2023 To: 28/02/2024

LIMIT OF LIABILITY : \$ 5,000,000 any one claim

Sublimits of Liability:

Security and Privacy Liability: \$ 5,000,000 any one claim Network Interruption: \$ 5,000,000 any one claim

Event Management : \$ 5,000,000 any one claim Cyber Extortion: \$ 5,000,000 any one claim

Media Content: \$ 5,000,000 any one claim Technology Errors & Omission: \$ 5,000,000 any one claim

RETENTION \$ 10,000 each and every Claim

4. POLICY PROVISIONS

- Where required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:
- The City of Vancouver, its officials, officers, employees, servants and agents have been added as Additional Insureds with respect to liability arising out of the operation of the Named Insured pursuant to the governing contract, agreement, lease, permit or license.
 - THIRTY (30) days written notice of cancellation or reduction of the limit of liability by endorsement, will be given by the Insurer to the Holder of this Certificate; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply.
 - The insurance policy (policies) listed herein shall be primary with respect to liability arising out of the operation of the Named Insured. Any insurance or self-insurance maintained by the City of Vancouver shall be in excess of this insurance and shall not contribute to it.

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

sanika gode

Date 15th May 2023

PRINT NAME OF THE INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER

Sanika Gode, L6, 1 Chandos St, St Leonards NSW 2065 +61422930844

**SCHEDULE D
CONTRACT PRICE**

1. Initial Two Years' Contract Term

Year #	Total Fees and Expense (CAD exclude GST)	Payment Schedule	City's Payment Term
1	s.21(1)	<ul style="list-style-type: none"> • Bi-Annual payments invoiced in advance • Each payment includes 6 months access to the platform including any software updates, maintenance and support as per the scope of works. 	Net 30 days
2	s.21(1)		
Total	\$710,000		

2. Optional Three (3) One-Year Extensions

Year #	Total Fees and Expense (CAD exclude GST)	Payment Schedule	City's Payment Term
3	s.21(1)	<ul style="list-style-type: none"> • Bi-Annual payments invoiced in advance • Each payment includes 6 months access to the platform including any software updates, maintenance and support as per the scope of works. 	Net 30 days
4	s.21(1)		
5	s.21(1)		

3. Additional work out of scope

Service	Rate (CAD exclude GST)
Manager	s.21(1)
Senior Technician	s.21(1)
Junior Technician	s.21(1)

SCHEDULE E

NOITC

PS20230350-DBL-NOITC Provision of Archistar eCheck eComply Module and Low Density Housing Backlog Services issued by the City of Vancouver on May 3rd, 2023, with a closing date of May 17th, 2023 is hereby incorporated by reference.



PS20230350-DBL-NOITC

Part 2 of 2

PROFESSIONAL SERVICES AGREEMENT
Provision of Low Density Housing Backlog Services

THIS AGREEMENT is made as of the 30th day of May, 2023 (the "Effective Date")

BETWEEN:

CITY OF VANCOUVER
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4

(the "City")

OF THE FIRST PART

AND:

ARCHISTAR PTY LTD
Mezzanine, Level 1-3, 388 George Street
Sydney NSW 2000
Australia

(the "Consultant")

OF THE SECOND PART

(the City and the Consultant are hereinafter sometimes referred to individually as "Party" and collectively as "Parties")

BACKGROUND:

- A. The City requires the professional services described herein, and desires to engage the Consultant to perform said services.
- B. The Consultant has agreed to perform the said services in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises made by the Parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1.0 INTERPRETATION

1.1 In this Agreement, including the recitals, schedules and appendices to this Agreement, the following words and terms, unless the context otherwise requires, shall have the meanings set out below:

- (a) **"Agreement"** means this Professional Services Agreement inclusive of all schedules, appendices, exhibits or other documents attached hereto or incorporated herein by reference, as amended from time to time;
- (b) **"Applicable Laws"** means all statutes, regulations, by-laws, codes, rules, notices, orders, directives, standards and requirements of every competent federal, provincial, regional, municipal and other statutory authority applicable to the Consultant, any Sub-contractor and the Services, including the Vancouver Building By-law, the British Columbia Building Code, and the British Columbia Fire Code, all as may be in force from time to time;
- (c) **"City's Site"** means any land and/or premises owned by the City on which or in respect of which the Services are performed by the Consultant;
- (d) **"City's Project Manager"** means the City's employee, or his/her delegate, who is authorized in writing to deal with the Consultant on behalf of the City in connection with the Services, or to make decisions in connection with this Agreement;
- (e) **"Confidential Information"** has the meaning set out in Section 15.1
- (f) **"Contract Document"** refers to each of the individual documents composing the Agreement, including this Professional Services Agreement (exclusive of the documents attached hereto or incorporated herein by reference) and each schedule, appendix, exhibit or other document attached to this Professional Services Agreement or incorporated into the Agreement by reference;
- (g) **"Deliverables"** has the meaning set out in Section 17.1;
- (h) **"Fee Invoice"** has the meaning set out in Section 5.1;
- (i) **"GST"** means the tax payable and imposed pursuant to Part IX of the Excise Tax Act (Canada), as amended or replaced from time to time;
- (j) **"NOITC"** means Notice of Intent to Contract PS20230350-DBL-NOITC;
- (k) **"Project Team"** has the meaning set out in subsection 2.2(c);
- (a) **"PST"** means the provincial sales tax payable and imposed pursuant to the *Provincial Sales Tax Act* (British Columbia), as amended or replaced from time to time;
- (l) **"SAAS Agreement"** means the agreement described in Section 2.7;
- (m) **"Services"** has the meaning set out in Section 2.1;
- (n) **"Sub-contractor"** has the meaning set out in Section 4.1; and

- (o) "Term" means the term of this Agreement as specified in Section 12.1.
- 1.2 The Contract Documents are complementary and what is called for by any one will be as binding as if called for by all. In the event of any conflict or inconsistency between or among any of the Contract Documents, the Contract Documents will be interpreted in the following order of priority, from highest to lowest:
- (a) this Agreement, excluding the Appendices;
 - (b) NOITC;
 - (c) Appendix A;
 - (d) Appendix C; and
 - (e) Appendix D.
- 1.3 In this Agreement, including the recitals, schedules and appendices to this Agreement, except as expressly stated to the contrary or the context otherwise requires:
- (a) the recitals and headings to sections, schedules and appendices are for convenience and reference only and will not affect the interpretation of this Agreement;
 - (b) the terms "this Agreement", "hereof", "herein", "hereunder" and similar expressions refer, unless otherwise specified or the context otherwise requires, to this Agreement taken as a whole (including any and all attached schedules and appendices) and not to any particular section, subsection or other subdivision;
 - (c) each reference to a statute is deemed to be a reference to that statute and any successor statute, and to any regulations, rules, policies and criteria made under that statute and any successor statute, each as amended or re-enacted from time to time;
 - (d) each reference to a rule, guideline, policy, regulation or directive is deemed to be a reference to any successor or replacement of such rule, guideline, policy, regulation or directive;
 - (e) words importing the singular include the plural and vice versa and words importing gender include all genders;
 - (f) references to time of day or date mean the local date or time in Vancouver, British Columbia;
 - (g) all references to money mean lawful currency of Canada;
 - (h) the word "written" includes printed, typewritten, faxed, e-mailed or otherwise capable of being visibly reproduced at the point of reception and "in writing" has a corresponding meaning; and
 - (i) the words "include" and "including" are to be construed as meaning "including, without limitation".
- 2.0 **CONSULTANT'S SERVICES TO THE CITY**
- 2.1 The Consultant will provide and be fully responsible for the following services (the "Services"):
- (a) the services described in the NOITC;

- (b) the services described in Appendix C; and
 - (c) all services not specifically included in subsections 2.1(a) and 2.1(b), but which are reasonably necessary or incidental to the completion of such other Services.
- 2.2 The Consultant will be fully responsible for:
- (a) coordinating the Services with the City's Project Manager, or his/her delegate, and ensuring that the performance of the Services does not adversely impact any design or construction schedule for any project or work and/or services provided by the City's other consultants, in each case to which the Services relate;
 - (b) taking all steps required in placing, effecting and maintaining insurance and providing evidence of insurance as set out in Appendix A - Insurance Requirements; and
 - (c) maintaining and supervising its employees and Sub-contractors (the "Project Team") described in Section 3.1.
- 2.3 The Consultant represents and warrants to the City that the Consultant possesses the necessary skills, knowledge, qualifications and experience to perform the Services to the reasonable satisfaction of the City.
- 2.4 The Consultant will perform the Services:
- (a) with that degree of care, skill and diligence normally applied in the performance of services of a similar nature and magnitude to those contemplated by this Agreement at the time and place the Services are rendered;
 - (b) in accordance with sound current professional practices and design standards; and
 - (c) in conformity with any and all Applicable Laws.
- 2.5 The Consultant will commence the Services promptly and will use every reasonable effort to carry out the Services in accordance with:
- (a) the requirements and appendices of this Agreement, or
 - (b) where no date is specified for the provision of any component of the Services by this Agreement, such completion dates as are reasonably specified from time to time by the City.
- 2.6 The Consultant will not permit, do or cause anything to be done at any time which could allow any lien, certificate of pending litigation, judgment or certificate of any court or any mortgage charge, conditional sale agreement, personal property security interest or encumbrance of any nature to be imposed or to remain on title to the City's Site or any other City property.
- 2.7 It is a condition precedent to the Consultant's and the City's obligations under this agreement that the Consultant and the City execute a Software As A Service Agreement for the Consultant to deliver the eCheck eComply Module Services to the City (the "SAAS Agreement"). The Consultant will not be required to perform the Services and the City will not be required to pay the Consultant for the Services unless the Consultant and the City execute the SAAS Agreement.

3.0 PROJECT TEAM

- 3.1 Except for substitutions required by circumstances not within its reasonable control, the Consultant may not make substitutions of Project Team members without the prior written consent of the City, which consent will not be unreasonably withheld, delayed or conditioned.
- 3.2 For the purposes of this Section 3, “substitutions required by circumstances not within its reasonable control” means substitutions required by virtue of illness, death, injury, pregnancy, medical leave, resignation, or termination of employment or contract, but expressly excludes situations where the Project Team member is called upon to perform services for another client of the Consultant, its Sub-contractor or their affiliates.
- 3.3 The City may, with stated reasons and acting reasonably, request that the Consultant replace a Project Team member. The Consultant will, subject to scheduling and staffing considerations, make commercially reasonable efforts to replace the individual with someone of substantially similar competency and experience.
- 3.4 Regardless of whether or not the City consents to a substitution, or requests a substitution, the City will not be liable to pay additional compensation to the Consultant for any replacement Project Team member.

4.0 SUB-CONTRACTORS

- 4.1 Unless expressly permitted pursuant to Section 3.0, the Consultant may not engage any contractor or consultant (in each case a “Sub-contractor”) for the performance of any part of the Services, unless the Consultant has first obtained the written consent of the City, which consent may be arbitrarily withheld.
- 4.2 The Consultant will administer, coordinate, and manage all Services provided by any Sub-contractors, and will assume full responsibility to the City for all work performed by the Sub-contractors in relation to the Services and will pay all fees and disbursements of all Sub-contractors, subject to reimbursement by the City where the City has expressly agreed in this Agreement that such reimbursement is to be separate from and additional to the fees and disbursements payable to the Consultant.
- 4.3 Where a Sub-contractor is used by the Consultant under this Agreement, the Consultant will legally bind the Sub-contractor to comply with this Agreement.
- 4.4 Nothing in this Agreement will create any contractual relationship between a Sub-contractor and the City.

5.0 BASIS OF PAYMENT TO THE CONSULTANT

- 5.1 In consideration of the Services performed by the Consultant to the satisfaction of the City and in strict conformity with the terms hereof, the City will pay the Consultant:
- (a) the fees set out in Appendix D; and
 - (b) subject to any “Fixed Disbursement Amount” defined herein, reimbursements for disbursements reasonably incurred by the Consultant in the performance of the Services, which shall be at actual cost without any addition for overhead or profit;
- plus GST and PST as applicable to the sale made to the City hereunder.
- 5.2 Following the completion of each of the deliverables set out in Appendix D, the Consultant will submit to the City an invoice (each, a “Fee Invoice”) in the form set out in Section 5.3 below

setting out the fee payable by the City for the Deliverable in the amount set out in Appendix D, any disbursements related thereto and any GST and PST.

- 5.3 Following receipt of a Fee Invoice, the City's Project Manager shall review the invoice and raise any concerns with the Consultant within ten business days of receipt of the Fee Invoice. If the City's Project Manager raises any concerns with the invoice or requests additional information in respect of the invoice, the Consultant, if so requested, shall provide such information or will meet with the City's Project Manager to expedite and settle the disputed amount. Each invoice must contain:
- (a) the Consultant's name, address and telephone number;
 - (b) the City purchase order number;
 - (c) the name of the City's Project Manager;
 - (d) the invoice number and date;
 - (e) details of any applicable taxes (with each tax shown separately); and
 - (f) tax registration number(s).
- 5.4 Except for amounts of Fee Invoices which the City in good faith is disputing and except for Fee Invoices (or portions of invoices) in respect of which the City has requested and not received supporting evidence or a meeting pursuant to Section 5.3, the City shall pay all Fee Invoices submitted to it for the Services within thirty (30) days of receipt thereof.
- 5.5 Notwithstanding anything to the contrary contained in this Agreement, save as otherwise mutually agreed in writing subsequent to the date hereof (or pursuant to Section 6.0), the total disbursements for which the City will reimburse the Consultant in respect of the Services will not exceed \$0 (the "Fixed Disbursement Amount").
- 5.6 If the City does not approve of or wishes to further review, audit or otherwise seek clarification concerning any of the Consultant's invoices, for whatever reason, the City will not be liable for interest charges in respect of that invoice for the period from the date the invoice is submitted until the date that the invoice is paid, provided however, the City will use reasonable efforts to have the review, audit or clarification resolved within a 60 day period. The City will, if it approves the amount of such invoice, cause the respective invoice to be paid within 30 days of approval by electronic funds transfer to the bank account indicated by the Consultant.
- 5.7 The Consultant will keep proper accounts and records of all costs and expenditures forming the basis of any billing to the City, including but not limited to details of all disbursements and percentage amounts of work completed. The City shall for the purpose of review and examination have access to and be permitted to inspect such books, records, documents and any other evidence for inspection, copying and review for a period of one year after the termination for any reason of this Agreement.
- 5.8 The Consultant shall provide bank account information to the City to enable the City to make payments by electronic funds transfer, as contemplated hereby.
- 6.0 CHANGES TO SCOPE OF SERVICES**
- 6.1 The City's Project Manager may, from time to time and at any time on prior written notice to the Consultant, vary the scope of Services to be provided by the Consultant. In that case, the fees payable pursuant to this Agreement and any specified delivery dates for Deliverables will

be adjusted as agreed to by both Parties in writing, and failing agreement, as reasonably determined by the City's Project Manager.

- 6.2 Should the Consultant consider that any request or instruction from the City's Project Manager constitutes a change in the scope of Services, the Consultant will provide the City's Project Manager with notice in writing within ten days of such request or instruction. If the Consultant does not deliver written notice to the City within the time period specified, the City will not be obligated to make any payments of additional fees, disbursements or out of pocket expenses to the Consultant.
- 6.3 The City's Project Manager will consider the Consultant's written notice (if any) within a further ten days of receipt of the Consultant's notice and determine and advise as to whether the request constitutes a change in the scope of the Services and, if necessary, the method by which the variation will be scoped and reimbursed.

7.0 RELEASE AND INDEMNIFICATION

- 7.1 The Consultant now releases the City, its officials, officers, employees and agents from all costs, losses, damages and expenses, including those caused by personal injury, death, property damage, loss and economic loss arising out of, suffered or experienced by the Consultant, its Sub-contractors, and their respective officers, employees and agents in connection with their performance of the Services under this Agreement.
- 7.2 In undertaking the Services, the Consultant acknowledges that the Consultant has inspected the City's Site, agrees to accept the City's Site "as-is" and undertakes to take all precautions reasonably necessary to ensure the safety of all persons employed or contracted by the Consultant to perform the Services.
- 7.3 Despite any insurance coverage of the City, the Consultant hereby agrees to indemnify and save harmless the City of Vancouver and its successors, assigns, official, employees, agents and authorized representatives and each of them (in each case an "Indemnified Party") from and against all costs, losses, claims, damages, actions, and causes of actions (collectively referred to as "Claims") that an Indemnified Party may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Consultant, its Sub-contractors, or their respective officers, employees or agents under this Agreement excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of an Indemnified Party.
- 7.4 This indemnity will not affect or prejudice the City from exercising any other rights that may be available to it at law or in equity.
- 7.5 The release and indemnity set out above will survive the expiry or sooner termination of this Agreement.

8.0 INSURANCE

- 8.1 The Consultant will comply with the insurance requirements set out in Appendix A - Insurance Requirements.

9.0 WORKSAFEBC

- 9.1 The Consultant agrees that it will procure and carry and pay for, full WorkSafeBC coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Agreement. The Consultant agrees that the City has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafeBC

coverage against any monies owing by the City to the Consultant. The City will have the right to withhold payment under this Agreement until the WorkSafeBC premiums, assessments or penalties in respect of work done or service performed in fulfilling this Agreement have been paid in full.

- 9.2 The Consultant will provide the City with the Consultant's and each Sub-contractor's WorkSafeBC registration number and clearance letters from WorkSafeBC confirming that the Consultant and each Sub-contractor are registered in good standing with WorkSafeBC and that all assessments have been paid to the date thereof prior to the City having any obligation to pay monies under this Agreement. The Consultant will indemnify the City and hold harmless the City from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WorkSafeBC assessments owing from any person or corporation engaged by the Consultant in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of WorkSafeBC, including penalties levied by WorkSafeBC.
- 9.3 Whenever the Consultant is required or permitted to perform any Services on any City sites, the Consultant is now appointed and now accepts appointment as the "prime contractor" (as defined in the WorkSafeBC regulations) in connection with such Services.

10.0 CITY INFORMATION/APPROVALS

- 10.1 No reviews, approvals or inspections carried out or information supplied by the City will derogate from the duties and obligations of the Consultant (with respect to designs, reviews, inspections, approvals or otherwise), and all responsibility related to the Services will be and remain with the Consultant. For greater certainty, any information provided by the City to the Consultant, whether under the NOITC or under this Agreement, including any studies, reports, plans, drawings, or specifications, is provided to the Consultant for information purposes only and may not be relied upon by the Consultant.

11.0 COMMUNICATION BETWEEN CONSULTANT AND CITY

- 11.1 The City appoints Arron McCurdy Arron.McCurdy@vancouver.ca as the City's Project Manager for the purposes of this Agreement.

In the event of the revocation in writing of Arron McCurdy's appointment as the City's Project Manager by the City, Arron McCurdy will have no further authority under this Agreement, except as may be specifically designated in writing by the City and agreed to in writing by Arron McCurdy, and all references to the City's Project Manager in this Agreement will thereafter be deemed to be a reference to the City or to such other person designated in writing by the City to the Consultant.

The City's Project Manager may from time to time delegate to a representative the performance of or the authority to perform the duties, responsibilities, rights and obligations of the City in respect of which the City's Project Manager has been designated and appointed its sole and exclusive agent.

- 11.2 The Consultant appoints David Hunt david@archistar.ai as its representative for the purposes of this Agreement (the "Consultant's Project Manager").
- 11.3 Unless otherwise agreed to in writing by the Parties, all material communication between the Consultant and the City regarding this Agreement, including performance of the Services, will be between the City's Project Manager and the Consultant's Project Manager.

12.0 TERM OF AGREEMENT

- 12.1 Subject to Section 13, this Agreement will terminate on the second anniversary of the Effective Date or on such later date as the Parties may agree in writing.
- 12.2 Subject to Section 13, the City may extend this Agreement for up to three successive one-year periods following the second anniversary of the Effective Date by providing written notice to the Vendor at any time prior to the end of the then-current term.

13.0 TERMINATION

- 13.1 Intentionally Deleted.
- 13.2 Despite Section 13.1, in no event and under no circumstances will the Consultant's "necessary and reasonable wind-up costs incurred" pursuant to Section 13.1 exceed \$500 (including all taxes).

14.0 ASSIGNMENT

- 14.1 The Consultant will not assign this Agreement in whole or in part except with the prior written consent of the City, which consent will not be unreasonably withheld, delayed or conditioned. Any attempt to assign this Agreement without such consent will be void and of no effect. However, the Consultant will be permitted to assign this Agreement to any entity into, by or with which the business or assets of the Consultant have been merged, acquired, consolidated or re-organized, or any entity which purchases all or substantially all of the business or assets of the Consultant, provided always that the Consultant first provides the City with:
- (a) reasonable particulars of the transaction (permitting the City to independently verify the nature of the transaction); and
 - (b) a legally enforceable covenant from the new entity confirming that it is legally bound to the City to perform this Agreement.

15.0 CONFIDENTIALITY

- 15.1 In the course of or for the purpose of performing the Services, the Consultant will obtain or have access to information, including but not limited to technical information, financial information and business information, which is confidential to the City, and is the exclusive, world-wide property of the City and/or its suppliers and customers (collectively "Confidential Information"). Excluded from the definition of Confidential Information is:
- (a) information which is in, or becomes part of, the public domain, not due to the Consultant's breach of this Agreement or the Consultant's actions;
 - (b) information which was previously in the Consultant's possession and did not originate from the City; and
 - (c) information which lawfully becomes available to the Consultant from a third party not under an obligation of confidence to the City regarding such information.
- 15.2 The Consultant will not use or reproduce the Confidential Information other than as reasonably required for the performance of the Services under this Agreement. The Consultant will not, without the prior written consent of the City given on such terms and conditions as it prescribes in its sole discretion, disclose or allow access to the Confidential Information to any person, except to only those of its own employees who have a need to know the Confidential Information solely for the provision of the Services, and who have been advised of its

confidential nature and have agreed to be bound by the confidentiality and use-restriction provisions in this Section 15.0. The Consultant will take all reasonable precautions against the Confidential Information being used by or disclosed to any unauthorized person.

- 15.3 If the Consultant is required by any law, legal proceeding, or court or government order, to disclose any Confidential Information, the Consultant shall limit its disclosure of such Confidential Information to the extent and purpose legally required, provided that prior to any disclosure the Consultant will promptly notify the City in writing of the existence and the terms, and conditions of the required disclosure and, at the City's request and expense, cooperate in obtaining a protective order or other assurance that confidential treatment and restrictions on use will be accorded such Confidential Information.
- 15.4 The City is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the City's contractors to protect all personal information acquired from the City in the course of providing services to the City. The Consultant confirms and acknowledges its obligations to comply with all obligations imposed on it pursuant to the *Freedom of Information and Protection of Privacy Act* (British Columbia) with respect to all personal information received from the City whether as part of the Confidential Information or otherwise.
- 15.5 The Consultant acknowledges that in the event of a breach by the Consultant or any of its employees of their respective confidentiality obligations pursuant to this Section 15.0, damages alone would not be an adequate remedy. The Consultant therefore agrees with the City that, in addition to and without limiting any other right or remedy it may have, the City will have the right to an immediate injunction or other available equitable relief in any court of competent jurisdiction enjoining any threatened or actual breach of such obligations.
- 15.6 The Consultant shall return all copies of the Confidential Information to the City, in all tangible forms and media, and delete all Confidential Information resident in any databases or systems, upon the earliest of the following dates:
- (a) completion of the Services;
 - (b) expiration or earlier termination of this Agreement; and
 - (c) written request of the City for return of the Confidential Information;

provided that the Consultant shall have the right to retain one copy of the Confidential Information solely for archival purposes or as otherwise may be required by law, subject to its ongoing confidentiality and restricted use obligations.

- 15.7 This Section 15.0 shall survive the expiration or earlier termination of this Agreement.

16.0 NO PROMOTION OF RELATIONSHIP

- 16.1 The Consultant will not disclose or promote its relationship with the City, including by means of any verbal declarations, announcements, sales, marketing or other literature, letters, client lists, websites, internet domain names, press releases, brochures or other written materials (the "Communications") without the express prior written consent of the City (except as may be necessary for the Consultant to perform its obligations under this Agreement).
- 16.2 Furthermore, the Consultant undertakes and will cause all of its Sub-contractors to undertake not to disclose or promote its relationship with the City in any Communications in a manner which could suggest or create an association, express or implied, between the Consultant and the City. Without limiting the generality of the foregoing, the Consultant will not refer to or

use any website, domain name, official emblem, logo or mascot of the City of Vancouver in any Communications, without the express prior written consent of the City.

17.0 ACCESS TO THE SOFTWARE BY THE CITY

- 17.1 The Software is located and runs on servers and other equipment that are physically located in Canada. Such servers and other equipment are owned and controlled by Vendor or are owned by a third party who has agreed to host the Software pursuant to a contract between Vendor and such third party. If the Software is hosted on third party owned servers and equipment, Vendor has full control over such Software pursuant to the contract between Vendor and such third party. The City may access and use the Software in accordance with the terms of this Agreement, but has no right to receive a copy of the object code or source code to the Software.
- 17.2 As part of the Service, Vendor hereby agrees to give City authorized users access to, and the right to use, the Software for the purposes contemplated by this Agreement. City authorized users may use the Software by logging on to a webpage on the Vendor Software (in which case Vendor will ensure that such City authorized users will have full secure access to such webpage at all times during the term of this Agreement).
- 17.3 As part of the Service, Vendor will do everything necessary to make the Software comply with the requirements of this Agreement and be ready for normal use and operation by the City at the time stipulated in this Agreement or at a time reasonably requested by the City.
- 17.4 Vendor will regularly upgrade and update the Software. Vendor will provide the City with as much prior notice as possible when an upgrade or update is to be implemented and will meet the availability and service level commitments set out in this Agreement.
- 17.5 Vendor solely owns the intellectual property in the Software (except for third party components) and the Documentation.

18.0 NOTICES

- 18.1 Any notice required or permitted to be given to the Consultant will be sufficiently given if delivered in writing by the City's Project Manager to the Consultant's Project Manager personally or, if mailed, by registered mail to the last known address of the Consultant.
- 18.2 Any notice required or permitted to be given to the City will be sufficiently given if delivered in writing by the Consultant's Project Manager to the City's Project Manager personally or, if mailed, by registered mail to City of Vancouver at 453 West 12th Avenue, Vancouver, B.C., V5Y 1V4 (addressed to the attention of the City's Project Manager).

19.0 NO CONFLICT OF INTEREST

- 19.1 The Consultant agrees that during the Term the Consultant will not engage in any conduct which would or might put the interests of the City into conflict with the interests of any other person, whether or not a client of the Consultant's. Without limiting the general scope of this Section 19.1 and by way of example only, the Consultant is prohibited from and will not provide any services which assist or could be seen to be assisting any person in responding to a request for proposal or invitation to tender, or otherwise giving that person an unfair competitive advantage over other proponents or tenderers responding to a request for proposal or invitation to tender by the City. The Consultant now acknowledges that a breach of this Section 19.1 could constitute not only a breach of this Agreement but also a violation of the *Competition Act* (Canada) and *Criminal Code* of Canada, and accordingly, could be punishable as a crime (as well as a breach of contract).

19.2 The Consultant now confirms and warrants that there is no officer, director, shareholder, partner or employee or other person related to the Consultant's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is:

- (a) an elected official or employee of the City; or
- (b) related to or has any business or family relationship with an elected official or employee of the City, such that there would be any conflict of interest or any appearance of a conflict of interest in the administration of this Agreement or the performance of the Services.

20.0 NON-RESIDENT WITHHOLDING TAX

20.1 If the Consultant is a non-resident of Canada as defined in Canadian income tax legislation, the City may withhold from all monies payable under this Agreement such amounts as set out in Canadian income tax legislation, unless a Canada Revenue Agency waiver has been provided to the City within the time limit required under the Canada Revenue Agency administrative guidelines as in effect from time to time and, in any event, prior to payment of an invoiced amount.

20.2 The City shall receive full credit under this Agreement for monies withheld as of and from the date of the withholding and no interest will be payable by the City on sums withheld and later paid directly to the Consultant.

20.3 The Consultant shall indemnify the City for any losses, damages or expenses incurred by the City as a result of the Consultant's failure to properly disclose to the City its non-resident status, as defined in Canadian income tax legislation.

21.0 COMPLIANCE WITH LAW

21.1 The Consultant will comply with the City of Vancouver License By-law and maintain a valid business license throughout the duration of this Agreement.

21.2 The Consultant agrees that it will during the Term comply with all Applicable Laws.

22.0 GOVERNING LAW AND RESOLUTION OF DISPUTES

22.1 This Agreement will be governed by the laws of the Province of British Columbia and the courts of British Columbia will have exclusive jurisdiction to determine all disputes arising under this Agreement and the Parties now irrevocably agree to submit all disputes to the courts of British Columbia for resolution.

23.0 INDEPENDENT CONSULTANT

23.1 This Agreement is a contract for services and the Consultant, its permitted Sub-contractors, and the officers, directors, shareholders, partners, personnel, affiliates and agents of the Consultant and its permitted Sub-contractors are not, nor are they to be deemed to be, partners, appointees, employees or agents of the City.

23.2 The Consultant will not represent to anyone that the Consultant has any authority to bind the City in any way or that the Consultant is an employee or agent of the City.

24.0 INDEPENDENT LEGAL ADVICE

24.1 The Consultant acknowledges that the Consultant has been given the opportunity to seek independent legal advice before executing this Agreement.

25.0 TIME FOR PERFORMANCE

25.1 **Time of the Essence.** Time shall be of the essence of this Agreement.

25.2 **Unavoidable Delay.** Notwithstanding Section 25.1, except for the performance of obligations to pay money, the time periods for the City and the Consultant to perform under this Agreement will be extended for periods of time during which their performance is delayed or prevented due to an Unavoidable Delay. For the purposes of this Section, an “Unavoidable Delay” means any circumstances beyond the reasonable control of the party trying to perform (such as, for example, acts of God, war or other strife or governmental action) but expressly excludes any and all delays caused by the Consultant’s lack of financial resources; the Consultant’s insolvency ; If an Unavoidable Delay occurs, the non-performing party will, as soon as possible after the occurrence of the Unavoidable Delay, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of its obligations under this Agreement.

26.0 GENERAL

26.1 **No Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty under this Agreement, or constitute an approval or acquiescence in any breach hereunder, except as may be specifically agreed in writing by the City.

26.2 **Severability.** The invalidity, illegality or unenforceability of any portion or provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken position.

26.3 **Remedies Cumulative.** The remedies of the Parties provided for in this Agreement are cumulative and are in addition to any remedies available to the Parties at law or in equity. No remedy will be deemed to exclude or restrict the right of a Party to any other remedies against the other Party and a Party may from time to time have recourse to one or more of the remedies specified in this Agreement or at law notwithstanding the termination of this Agreement.

26.4 **Further Assurances.** Each Party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.

26.5 **Entire Agreement.** The Contract Documents constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all previous communications, representations and agreements, whether oral or written, with respect to the subject matter hereof.

26.6 **Amendment.** This Agreement shall not be amended except as specifically agreed in writing by both the City and the Consultant.

- 26.7 **Joint and Several Liability of Joint Venture Participants.** If the Consultant is a joint venture of two or more entities, it is understood and agreed that the grants, covenants, provisos, claims, rights, powers, privileges and liabilities of the entities who comprise the Consultant shall be joint and several.
- 26.8 **Schedules and Appendices.** The schedules and appendices attached hereto are incorporated by reference in and form an integral part of this Agreement.
- 26.9 **Set-Off.** The City may at its option, withhold and set-off against any amount owing to the Consultant (whether under this Agreement or otherwise) any amounts payable by the Consultant to the City (whether under this Agreement or otherwise) and the amount of any damages suffered or claims made or to be made by the City as a result of any other claim it may have against the Consultant, whether such claim is at law or in equity or tort or on any other basis.
- 26.10 **Enurement.** This Agreement shall enure to the benefit of and be binding upon the City and the Consultant and their respective successors and permitted assigns.
- 26.11 **Execution.** This Agreement may be executed in one or more counterparts each of which will constitute an original and together will constitute one and the same Agreement. This Agreement may be executed by the Parties electronically or by facsimile and if so executed and transmitted, this Agreement will be for all purposes as effective as if the Parties had delivered an executed original Agreement.

(Signature page follows immediately)

As evidence of their agreement to be bound by the above contract terms, the City and the Consultant each have executed this Agreement as of the day and year first above written.

ARCHISTAR PTY LTD

By: *Benjamin Coorey*
Signature

Benjamin Coorey, CEO
Print Name and Title

By: *Robert Coorey*
Signature

Robert Coorey, Secretary
Print Name and Title

CITY OF VANCOUVER

Huan Ngo
Signature

Huan Ngo
Category Manager, Supply Chain Management
Print Name and Title

Alexander Ralph
Signature

Alexander Ralph
Chief Procurement Officer, Supply Chain Management
Print Name and Title

Andrea Law
Signature

Andrea Law
General Manager of Development, Buildings & Licensing
Print Name and Title

Frances J. Connell
Signature

Frances J. Connell, K.C.
City Solicitor and Director of Legal Services
Print Name and Title

APPENDIX A - INSURANCE REQUIREMENTS

A1.1 Required Types/Amounts Prior to commencing the Services, the Consultant will obtain at its own expense:

- (a) professional liability insurance with policy limits of not less than \$2,000,000 per claim (with a sub-limit of not less than \$1,000,000 per claim for intellectual property infringement) and an aggregate of not less than \$2,000,000, protecting the Vendor against all claims for loss or damage arising out of any error or omission of the Vendor or the Vendor's Personnel in the performance of the Services. If this coverage is provided on a claims-made basis, the coverage shall be maintained for a period of two years post completion of all Services;
- (b) technology error & omissions and cyber liability insurance with policy limits of not less than \$5,000,000 per claim and an aggregate of not less than \$5,000,000 protecting the Vendor and Vendor's personnel against claims such as, data security and privacy liability, PCI-DSS breach, network interruption, event management, cyber extortion and media content. If this coverage is provided on a claims-made basis, the coverage shall be maintained for a period of two years post completion of all Services; and
- (c) commercial general liability insurance policy with limits of not less than \$5,000,000 per occurrence, aggregate of not less than \$5,000,000, protecting the Vendor and the Vendor's Personnel against all claims for bodily injury including death, personal injury, advertising liability, completed operations, product liability, and property damage or loss, arising out of the operations of the Vendor or the actions of the Vendor or the Vendor's Personnel. The policy will:
 - (i) name the City and the City's officials, employees and agents as additional insureds;
 - (ii) include a cross-liability or severability of interest clause or endorsement in favour of the City;
 - (iii) include blanket contractual liability coverage; and
 - (iv) Include non-owned auto liability coverage.

A1.2 Required Policy Terms

All required insurance policies must remain in full force and effect at all times until completion of the Services or earlier cancellation of this Agreement, and for a period of not less than two years thereafter, and must:

- (a) be obtained from and issued by insurers authorized to carry on business within British Columbia, on terms satisfactory to the City's Director of Risk Management, acting reasonably;
- (b) be primary insurance in respect to the City, and any insurance or self-insurance maintained by the City will be in excess of this insurance and will not contribute with such policies; and
- (c) contain a provision that such insurance coverage will not be cancelled without the insurer giving the City at least 30 calendar days' prior written notice,

and, for any property insurance carried by the Consultant, contain a clause that waives the insurer's right of subrogation against the City and the City's officials, employees and agents.

A1.3 Insurance Certificate

Prior to signing, and immediately following the signature of, this Agreement, the Consultant shall have provided, or shall provide, the City's Project Manager with evidence of all required insurance to be taken out in the form of one or more certificate(s) of insurance. The certificate(s) of insurance will identify the Agreement title, number, policyholder and scope of work and must not contain any qualifications or disclaimers. Proof of insurance, in the form of such certificate(s) of insurance (or copies of the policy(ies) themselves, if requested), will be made available to the City's Project Manager at any time during the performance of the Services immediately upon request.

A1.4 Sub-Contractors' Insurance

The Consultant will provide in its agreements with its Sub-contractors insurance clauses in the same form as in this Agreement. Upon request, the Consultant will deposit with the City's Project Manager detailed certificates of insurance for the policies of its Sub-contractors (or copies of the policy(ies) themselves, if requested) and a copy of the applicable insurance clauses from its Sub-contractor agreements.

A1.5 Insurance Requirements Additional to any other Requirements

The Consultant and each of its Sub-contractors will provide, at its own cost, any additional insurance which it is required by law to provide or which it considers necessary.

A1.6 Insurance Requirements Independent of Agreement Obligations

Neither the providing of insurance by the Consultant or the Sub-contractors in accordance with this Agreement, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing, will be held to relieve the Consultant from any other provisions of this Agreement with respect to liability of the Consultant or otherwise.

GENERAL CERTIFICATE OF INSURANCE

Section 8 b) – City staff to select the required # of days Written Notice before sending the certificate out for completion
 Section 2 through 8 – to be completed and executed by the Insurer or its Authorized Representative

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
and certifies that the insurance policies as listed herein have been issued to the Named Insured(s) and are in full force and effect as of the effective date of the agreement described below.

2. **NAMED INSURED:** *[must be the same name as the Permittee/Licensee or Party(ies) to Contract and is/are either an individual(s) or a legally incorporated company(ies)]*

ArchiStar Pty Ltd, Snaploader

MAILING ADDRESS:

Mezzanine, L1 - 3 388 George St, Sydney, NSW, 2000

LOCATION ADDRESS:

Mezzanine, L1 - 3 388 George St, Sydney, NSW, 2000

DESCRIPTION OF OPERATION, CONTRACT, AGREEMENT, LEASE, PERMIT OR LICENSE:

Principally Software as a Service with respect to Design Intelligence Software

3. **PROPERTY INSURANCE** naming the City of Vancouver as a Named Insured and/or Loss Payee with respect to its interests and shall contain a waiver clause in favour of the City of Vancouver.

(All Risks Coverage including Earthquake and Flood)

INSURED VALUES: (Replacement Cost)

INSURER: _____

Building and Tenants' Improvements: \$ _____

TYPE OF COVERAGE: _____

Contents and Equipment: \$ _____

POLICY NUMBER: _____

Deductible Per Loss: \$ _____

POLICY PERIOD: From _____ to _____

4. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**

Including the following extensions:

LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)

Personal Injury

Per Occurrence: \$ 20,000,000 any one claim or loss

Products and Completed Operations

Aggregate: \$ 20,000,000 in the annual aggregate

Cross Liability or Severability of Interest

Employees as Additional Insureds

All Risk Tenants' Legal Liability: \$ 20,000,000 any one claim or loss and in the annual aggregate

Blanket Contractual Liability

Non-Owned Auto Liability

INSURER: Certain Underwriters at Lloyd's

POLICY NUMBER: s.15(1)(l)

Deductible Per Occurrence: \$ 950 each and every Claim, Costs and Expenses inclusive

POLICY PERIOD: From 28/02/2023 to 28/02/2024

5. **AUTOMOBILE LIABILITY INSURANCE** for operation of owned and/or leased vehicles

INSURER: _____

LIMITS OF LIABILITY:

POLICY NUMBER: _____

Combined Single Limit: \$ _____

POLICY PERIOD: From _____ to _____

If vehicles are insured by ICBC, complete and provide Form APV-47.

6. **UMBRELLA OR** **EXCESS LIABILITY INSURANCE**

LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)

INSURER: _____

Per Occurrence: \$ _____

POLICY NUMBER: _____

Aggregate: \$ _____

POLICY PERIOD: From _____ to _____

Self-Insured Retention: \$ _____

7. **OTHER INSURANCE** (e.g. Boiler & Machinery, Business Interruption, Crime, etc.) – Please specify Name of Insurer(s), Policy Number, Policy Period, and Limit

8. **POLICY PROVISIONS:**

Where required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:

- a) *The City of Vancouver, its officials, officers, employees, servants and agents have been added as Additional Insureds with respect to liability arising out of the operation of the Named Insured pursuant to the governing contract, agreement, lease, permit or license;*
- b) *THIRTY (30) days written notice of cancellation or material change resulting in reduction of coverage with respect to any of the policies listed herein, either in part or in whole, will be given by the Insurer(s) to the Holder of this Certificate; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply;*
- c) *The insurance policy (policies) listed herein shall be primary with respect to all claims arising out of the operation of the Named Insured. Any insurance or self-insurance maintained by the City of Vancouver shall be in excess of this insurance and shall not contribute to it.*

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

sanika gode

Dated: 15th May 2023

PRINT NAME OF INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER

PROFESSIONAL LIABILITY INSURANCE CERTIFICATE

Section 4 – City staff to select the required # of days Written Notice before sending out for completion
 Section 2, 3 & 4– to be completed and executed by the Insurer or its Authorized Representative

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
and certifies that the insurance policy as listed herein has been issued to the Named Insured(s) and is in full force and effect as of the effective date of the agreement described below.

2. **NAMED INSURED:** *[must be the same name as the Permittee/Licensee or Party(ies) to Contract and is/are either an individual(s) or a legally incorporated company(ies)]*

ArchiStar Pty Ltd, Snaploader

MAILING ADDRESS:

Mezzanine, L1 - 3 388 George St, Sydney, NSW, 2000

LOCATION ADDRESS:

Mezzanine, L1 - 3 388 George St, Sydney, NSW, 2000

DESCRIPTION OF OPERATION/CONTRACT:

Principally Software as a Service with respect to Design Intelligence Software

3. PROFESSIONAL LIABILITY INSURANCE

INSURER: Certain Underwriters at Lloyd's

POLICY NUMBER s.15(1)(l)

POLICY PERIOD: From 28/02/2023 to 28/02/2024

LIMITS OF LIABILITY:

Per occurrence/claim: \$ 10,000,000 any one claim or loss

Aggregate: \$ 10,000,000 in the annual aggregate

Deductible per occurrence/claim: \$ 10,000 each and every Claim, Costs and Expenses Inclusive

If the policy is in a "CLAIMS MADE" form, please specify the applicable Retroactive Date:

Unlimited, excluding known claims and circumstances.

4. POLICY PROVISIONS:

Where required by the governing contract, agreement, permit or license, it is understood and agreed that THIRTY (30) days written notice of cancellation or material change resulting in reduction of coverage with respect to the policy listed herein, either in part or in whole, will be given by the Insurer to the Holder of this Certificate. The exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply.

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

sanika gode

Dated: 15th May 2023

PRINT NAME OF INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER

Sanika Gode, L6, 1 Chandos St, St Leonards NSW 2065 +61422930844

CYBER LIABILITY
INSURANCE CERTIFICATE

1. THIS CERTIFICATE IS ISSUED TO: City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
and certifies that the insurance policy (policies) as listed herein has/have been issued to the Named Insured and is/are in full force and effect as of the effective date of the agreement described below.
2. NAMED INSURED [must be the same name as the Permittee/Licensee or Party(ies) to Contract and is/are either an individual(s) or a legally incorporated company(ies)]
ArchiStar Pty Ltd, Snaploader
BUSINESS TRADE NAME OR DOING BUSINESS AS
ArchiStar Pty Ltd, Snaploader
BUSINESS ADDRESS
Mezzanine, L1 - 3 388 George St, Sydney, NSW, 2000
DESCRIPTION OF OPERATION, CONTRACT, AGREEMENT, LEASE, PERMIT OR LICENSE
Principally Software as a Service with respect to Design Intelligence Software

3. CYBER LIABILITY INSURANCE (Claims Made Basis)

INSURER: Certain Underwriters at Lloyd's POLICY NUMBER: s.15(1)(l)

POLICY PERIOD: FROM: 28/02/2023 To: 28/02/2024

LIMIT OF LIABILITY : \$ 5,000,000 any one claim

Sublimits of Liability:

Security and Privacy Liability: \$ 5,000,000 any one claim Network Interruption: \$ 5,000,000 any one claim

Event Management : \$ 5,000,000 any one claim Cyber Extortion: \$ 5,000,000 any one claim

Media Content: \$ 5,000,000 any one claim Technology Errors & Omission: \$ 5,000,000 any one claim

RETENTION \$ 10,000 each and every Claim

4. POLICY PROVISIONS

Where required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:

- The City of Vancouver, its officials, officers, employees, servants and agents have been added as Additional Insureds with respect to liability arising out of the operation of the Named Insured pursuant to the governing contract, agreement, lease, permit or license.
- THIRTY (30) days written notice of cancellation or reduction of the limit of liability by endorsement, will be given by the Insurer to the Holder of this Certificate; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply.
- The insurance policy (policies) listed herein shall be primary with respect to liability arising out of the operation of the Named Insured. Any insurance or self-insurance maintained by the City of Vancouver shall be in excess of this insurance and shall not contribute to it.

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

sanika gode

Date 15th May 2023

PRINT NAME OF THE INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER

Sanika Gode, L6, 1 Chandos St, St Leonards NSW 2065 +61422930844

APPENDIX B - INTENTIONALLY DELETED

APPENDIX C - SCOPE OF WORK

1.0 Introduction

In March 2022, The City posted a Call for Innovation (CFI), PS20220333 - Digital Regulatory & Business Rules Ecosystem and invited interested parties to express their interest in assisting our organization to innovate and improve its regulatory, policy, and business rules ecosystem, including in any or all of the following areas:

- implementing a transparent, agile and digital lifecycle management of a regulation or business rule, including the creation, analysis, or application of such regulations to one or more City services.
- surfacing relationships between various regulations and business rules, in an easy and concise digital way, enabling the identification of potential overlaps, conflicts, dependencies and downstream impacts to related regulations and City services or City objectives.
- allowing any user (public, council, staff, etc.) to understand how the City's regulations, policies, and business rules apply to their proposed situation or project with an intuitive, accessible, and data-driven digital platform.
- Integrate one or more of the above elements together in a cohesive, digital platform or ecosystem.

Short-listed candidates were invited to work collaboratively with our team of business and technology subject matter experts, following an agile scrum product development framework.

2.0 Scope of Work

As part of Archistar's response to the City of Vancouver's CFI (Call for Innovation) PS20220333, and building off the CFI enabled work Archistar has done with the City to date (digital rules and digital compliance proof of concept), the City is seeking to engage Archistar as a provider of supplementary services whereby they are able to take existing plan submissions (PDFs) and 'tag' them so that they may be processed through their eComply (digital, rules based) service.

This SoW seeks to set out the nature of this service including:

- 1) Minimum requirements of an existing plan (PDF)
- 2) Processing capacity (plans per month)
- 3) Options and associated costs to increasing processing capacity
- 4) Options for getting results of the digital compliance checks made available to CoV (nature and degree of integration and automation with the CoV ecosystem and current state permitting processes)

As this service is dependent upon both the inclusion of CoV digital rules in the Archistar

platform and access to the platform, it is expected that, should CoV wish to pursue this service offering it would do so no earlier than once the core platform is operational and rules relevant to the digital validation of existing plans (PDFs) are available in the Archistar system. E.g. this SoW can not exist without the work being done in SoW of PS20230350-DBL-NOITC Part 1 of 2 SaaS Agreement - Archistar - eCheck / eComply Component.

For each of the prioritized digital services within the Low Density Housing (LDH) space (Laneway, Single Detached & Duplex and Multiplex):

- 1) When applicable rules (regulatory and / or business), are incorporated into the Archistar solution, perform the following:
 - a) Use of CoV digital rules to be run against submitted PDF plans
 - Create compliance snapshots for submitted PDF or similar electronic plans associated with permit applications
 - May provide an opportunity to inform customers of non compliant areas of their submission and give them an opportunity to address, resubmit and be automatically re-checked with the goals of saving time and improving application quality
 - Process (highest degree of automation desired) for providing results back to CoV to allow for staff and customers to be updated
 - Technical support of implemented service(s) and solution(s)
 - Limited to New Dwellings - Single Detached, Laneway and Duplex, Multiplex
 - Limited to s.21(1)

3.0 Timeline

PDF Processing - s.21(1) (Laneway and Single Detached)	May 2023
PDF Processing - s.21(1) (Laneway and Single Detached)	Jul 2023
PDF Processing - s.21(1) (Laneway and Single Detached)	Oct 2023
s.21(1) (Laneway, Single Detached, Duplex and Multiplex)	Feb 2024

APPENDIX D - DELIVERABLES AND FEES

s.21(1) is a one-time administrative setup fee.

The cost of processing s.21(1) is included with pricing of PS20230350-DBL-NOITC Part 1 of 2.

PDF reports processed over and above the s.21(1), will be charged at s.21(1)

Additional pre-check submissions	Rate (CAD ex GST)
Increase to monthly Pre-Check PDF processing Reports E.g. from new codes or assessment types	s.21(1)

Additional work out of scope will be quoted on the following rates.

Service	Rate (CAD ex GST)
Manager	s.21(1)
Senior Technician	s.21(1)
Junior Technician	s.21(1)