July 18, 2018

Dear [Redacted]

Re: Your request for access to information under Part II of the Access to Information and Protection of Privacy Act [Our File #: SNL-054-2018]

On June 19, 2018, Service NL received your request for access to the following records/information:

"1. A copy of the original multi-year ACOL agreement and/or contract that was signed by the four Atlantic premiers on May 10, 1996. 2. Related to the original multi-year ACOL agreement and/or contract, any ACOL agreement and/or contract associated with the public/private service management partnership between the Government and Unisys Canada Inc. 3. All changes, renewals or extensions of the original multi-year ACOL agreement and/or contract, including any associated changes to the agreement and/or contract associated with the public/private service management partnership between the Government and Unisys Canada Inc."

I hereby inform you that a decision has been made by Service NL to provide access the requested information. However, access to specific text contained within the records, has been refused in accordance with the following exceptions to disclosure, as specified in the Access to Information and Protection of Privacy Act (the Act):

Section 40(1): "The head of a public body shall refuse to disclose personal information to an applicant where the disclosure would be an unreasonable invasion of a third party's personal privacy."

As required by 8(2) of the Act, we have severed information that is unable to be disclosed and have provided you with as much information as possible. In accordance with your request for a copy of the records, the appropriate copies have been enclosed.

Please be advised that you may appeal this decision and ask the Information and Privacy Commissioner to review the decision to provide partial access to the requested information, as set out in section 42 of the Act (a copy of this section of the Act has been enclosed for your reference). A request to the Commissioner must be made in writing within 15 business days of the date of this letter or within a longer period that may be allowed by the Commissioner. Your appeal should identify your concerns with the request and why you are submitting the appeal.
The appeal may be addressed to the Information and Privacy Commissioner is as follows:

Office of the Information and Privacy Commissioner
2 Canada Drive
P. O. Box 13004, Stn. A
St. John’s, NL. A1B 3V8

Telephone: (709) 729-6309
Toll-Free: 1-877-729-6309
Facsimile: (709) 729-6500

You may also appeal directly to the Supreme Court Trial Division within 15 business days after you receive the decision of the public body, pursuant to section 52 of the Act (a copy of this section of the Act has been enclosed for your reference).

Please be advised that responsive records will be published following a 72 hour period after the response is sent electronically to you or five business days in the case where records are mailed to you. It is the goal to have the responsive records posted to the Completed Access to Information Requests website within one business day following the applicable period of time. Please note that requests for personal information will not be posted online.

If you have any further questions, please contact me by telephone at 709-729-7437 or by email at ellenhaskell@gov.nl.ca.

Sincerely,

ELLEN HASKELL
ATIPP Coordinator

Enclosures
Access or correction complaint (Section 42)

42. (1) A person who makes a request under this Act for access to a record or for correction of personal information may file a complaint with the commissioner respecting a decision, act or failure to act of the head of the public body that relates to the request.

(2) A complaint under subsection (1) shall be filed in writing not later than 15 business days
   a) after the applicant is notified of the decision of the head of the public body, or the date of the act or failure to act; or
   b) after the date the head of the public body is considered to have refused the request under subsection 16 (2).

(3) A third party informed under section 19 of a decision of the head of a public body to grant access to a record or part of a record in response to a request may file a complaint with the commissioner respecting that decision.

(4) A complaint under subsection (3) shall be filed in writing not later than 15 business days after the third party is informed of the decision of the head of the public body.

(5) The commissioner may allow a longer time period for the filing of a complaint under this section.

(6) A person or third party who has appealed directly to the Trial Division under subsection 52 (1) or 53 (1) shall not file a complaint with the commissioner.

(7) The commissioner shall refuse to investigate a complaint where an appeal has been commenced in the Trial Division.

(8) A complaint shall not be filed under this section with respect to
   a) a request that is disregarded under section 21;
   b) a decision respecting an extension of time under section 23;
   c) a variation of a procedure under section 24; or
   d) an estimate of costs or a decision not to waive a cost under section 26.

(9) The commissioner shall provide a copy of the complaint to the head of the public body concerned.

Direct appeal to Trial Division by an applicant (Section 52)

52. (1) Where an applicant has made a request to a public body for access to a record or correction of personal information and has not filed a complaint with the commissioner under section 42, the applicant may appeal the decision, act or failure to act of the head of the public body that relates to the request directly to the Trial Division.

(2) An appeal shall be commenced under subsection (1) not later than 15 business days
   a) after the applicant is notified of the decision of the head of the public body, or the date of the act or failure to act; or
b) after the date the head of the public body is considered to have refused the request under subsection 16 (2).

(3) Where an applicant has filed a complaint with the commissioner under section 42 and the commissioner has refused to investigate the complaint, the applicant may commence an appeal in the Trial Division of the decision, act or failure to act of the head of the public body that relates to the request for access to a record or for correction of personal information.

(4) An appeal shall be commenced under subsection (3) not later than 15 business days after the applicant is notified of the commissioner’s refusal under subsection 45 (2).
MASTER STRATEGIC ALLIANCE AGREEMENT

THIS AGREEMENT DATED AS OF THE TENTH DAY OF MAY, 1996

BETWEEN: The Government of the Province of New Brunswick,

The Government of the Province of Newfoundland,

The Government of the Province of Nova Scotia,

The Government of the Province of Prince Edward Island

("Provinces")

AND: Unisys Canada Inc., a company incorporated under the laws of Canada and having its head office at 2001 Sheppard Ave. East, North York, Ont. M2J 4Z7

("Unisys")

WHEREAS, the Provinces provide manual access to various databases to the public;

WHEREAS, the Provinces now also wish to provide for an economically viable electronic access service to their databases; to capitalize on the rich government information resources in Atlantic Canada in order to provide more effective, efficient and economical services to the residents of Atlantic Canada; to encourage and support economic development in the Region in knowledge-based industries; and to secure new sources of non-tax revenues for the Provinces while ensuring the rights of individual residents to personal privacy and their right to know;
AND WHEREAS, the Provinces wish to provide the electronic access service in both official languages in the Province of New Brunswick and in other Provinces as may be required;

AND WHEREAS, the Provinces wish to avail themselves of the advantages of a regional initiative;

AND WHEREAS, the parties further intend to identify and develop new market opportunities for the electronic access service to their mutual economic benefit;

AND WHEREAS, Unisys has the capability to design and develop an electronic based information utility to provide direct access to the Provinces databases;

AND WHEREAS, the parties intend to provide a reasonable level of access to the service throughout Atlantic Canada with equivalent opportunities for all Provinces to participate in the service on a voluntary basis;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other valuable consideration the sufficiency and receipt of which is hereby acknowledged, the Provinces and Unisys agree as follows:

1.0 DEFINITIONS

The following terms will have the meaning ascribed to them below, unless otherwise stated in the Agreement.

1.1 “Access Agreement” means the form of Access Services Agreement attached as Appendix “A” hereto to be entered into between Unisys and each of the Provinces with respect to the Databases identified in Schedules thereto;

1.2 “Agreement” means the Master Strategic Alliance, inclusive of the Appendices thereto and the Access Services Agreements entered into by Unisys and each of the Provinces, inclusive of all Schedules thereto;

1.3 “Business Day” means Monday through Friday, inclusive, excluding all holidays for each Province. Such holidays shall be specified by each Province on or before the first day of October of each year for the following year;

1.4 “Client” means those entities or individuals which agree to be bound by a contract with a Province with respect to Electronic Access to Databases or otherwise are authorized by a Province to have such access;

1.5 “Client Agreement” means the contract between a Client and a Province which provides for Electronic Access to Databases, the pricing for such access and the applicable terms and conditions;

1.6 “Databases” means the electronic files of the Provinces to which Electronic Access is to be provided for the purposes of the Agreement pursuant to a Schedule to an Access Agreement;
1.7 “Electronic Access” means on-line and real-time (not batched) access to any of the Databases or bulk provision of data on electronic media by or to the Client;
1.8 “Liaison Officer” means the Provincial official appointed in accordance with the provisions of each Access Agreement;
1.9 “Master Strategic Alliance Agreement” or “MSAA” means this agreement exclusive of the Access Agreement for each of the Provinces and Schedules thereto;
1.10 “Parties” means Unisys and the Provinces and “Party” shall mean one of them as the context requires;
1.11 “Provinces” means the Provinces of New Brunswick, Newfoundland, Nova Scotia and Prince Edward Island, or any of them individually as may be applicable;
1.12 “Service” means the provision to Clients of Electronic Access to Databases for purposes including but not limited to information retrieval, search, update and registration;
1.13 “Unisys” means Unisys Canada Inc.;
1.14 “Unisys Team” means Unisys and the subcontractors chosen by Unisys for the design, development and delivery of the Service including:

a) Amoritech Information Access L.L.C.
b) Software Kinetics Ltd.
c) CCL Group Inc. and specifically its following member companies:
   • Corporate Research Associates Inc.;
   • Corporate Communications Limited; and
   • CorporaTel.

or their successors at law.

2.0 AGREEMENT

The Provinces and Unisys agree:

2.1 Upon execution of this MSAA, each of the Provinces will enter into agreements with Unisys, in the form of the Access Services Agreement attached as Appendix A hereto, to provide access to the Provinces’ databases identified in Schedules to the respective Access Agreements.

2.2 Unisys will, at its expense, design, develop and operate an electronically based Service, to facilitate access by Clients to Databases, within a reasonable time from the date of this MSAA.

2.3 It shall be Unisys’ objective to develop and implement the Service in the most cost effective manner and to utilize the skills, resources and facilities available in each of the Provinces insofar as is practical and consistent with sound business practice. Unisys shall consult with each Province with respect to activities which may be undertaken in such Province. Unisys shall attempt to establish facilities or undertake activities in each
Province consistent with the portion of the revenue which it anticipates it may retain as a result of providing services to the Provinces in respect of the Databases which each Province agrees to make available under a Schedule to the Agreement. Unisys shall attempt to locate one, or a portion of one, of the following components of the Service in each Province which executes a Schedule:

a) Custom Development Centre(s)
b) Client Support Centre
c) Business Management Centre
d) Data Centre
e) Trust Account Office

2.4 Attached hereto, as Appendix B, are the Call for Proposal 1995-000277 of the Provinces, dated June, 1995 and the Unisys proposal in response thereto, dated August 9, 1995. These documents are attached for information purposes only to complete the historical record of this procurement and to illustrate the spirit and intent of the Agreement.

2.5 This Agreement is in substitution for, and replacement of, the Master Strategic Alliance and License Agreement between the Parties dated May 10, 1996.

3.0 ORDER OF PRECEDENCE

3.1 In the event of any conflict or inconsistency among or between the provisions of the Master Strategic Alliance Agreement, the applicable Access Agreement or any Schedules thereto, the order of precedence shall be as follows:

1) The applicable Schedule to the Access Agreement.
2) The Access Agreement.
3) The Master Strategic Alliance Agreement.

4.0 ATLANTIC CANADA ON-LINE AND ACOL RIGHT TO USE

4.1 The Parties acknowledge that the terms "Atlantic Canada On-Line" and "ACOL" are registered trademarks of the Provinces. The Provinces hereby grant to Unisys the exclusive, non-transferable right and license to use the trademarks to describe the Service provided hereunder, whether in part or in their entirety for the duration of the Agreement. All goodwill arising out of the use of such registered trade-marks ensues to the Province.

5.0 DISPUTE RESOLUTION

5.1 The Unisys project manager and the Provinces Liaison Officers shall attempt to resolve all disputes in a timely manner, failing which, the matter shall be escalated to the Advisory Council. In the event that the dispute remains unresolved within fifteen (15)
Business Days from the date of notice of dispute or notice of default if the default is disputed, either party may, by notice in writing to the other party, refer the matter to arbitration by a board of three (3) arbitrators. Unisys and the Province shall each select one (1) arbitrator and the arbitrators so chosen shall select the third arbitrator who shall be the chairperson of the arbitration board. The arbitrators shall be chosen within thirty (30) days of the matter having been referred to arbitration and be required to review the matter and advise the parties of their decision, in writing, within sixty (60) days thereafter. The arbitration shall otherwise be governed by the Arbitration Act of the Province of Nova Scotia, as re-enacted and amended from time to time.

6.0 GOVERNING LAW

6.1 This Master Strategic Alliance Agreement, inclusive of its application and interpretation, will be governed exclusively by the laws and courts of the Province of Nova Scotia and the federal laws of Canada applicable thereto. The courts of said Province shall have exclusive jurisdiction over all matters arising in relation to this MSAA and each Party hereby submits to the jurisdiction of said Province.

7.0 PUBLICITY

7.1 Any news release, public announcement, advertisement or other public statement concerning this MSAA may only be made with the prior written approval of all parties to this MSAA.

8.0 ADVISORY COUNCIL

8.1 There shall be an Advisory Council, consisting of a senior representative of each of the Provinces and of Unisys. The Unisys representative shall be the Unisys Region General Manager who shall chair the Council. The Council shall meet as frequently as may be required, but not less frequently than once per calendar quarter unless otherwise mutually agreed. The Council shall provide strategic guidance to Unisys and to the Provinces regarding the development, marketing, pricing and delivery of Services. It shall assist in the resolution of issues among the Provinces and Unisys relating to the Service.

9.0 JOINT AND SEVERAL LIABILITY

9.1 Each of the Provinces of New Brunswick, Newfoundland, Nova Scotia and Prince Edward Island shall be jointly and severally liable for all obligations and liabilities of the Provinces under this MSAA.

10.0 TERM

10.1 The initial term of the MSAA shall be seven (7) years from the date of the MSAA. The MSAA shall be automatically renewed for additional terms of three (3) years unless
at least one (1) year prior to the end of the initial term, or any successor term, either Unisys or the Provinces gives the other written notice of termination effective at the end of the initial term or the successor term, as applicable.

10.2 Notwithstanding 10.1, any of the Provinces may, by written notice to Unisys and the other Provinces at least one (1) year prior to the end of the initial term, or any successor term, terminate its participation in the MSAA at the end of the then current term. In such event, the MSAA shall continue in effect for the remaining parties unless, within three (3) months of the date of the notice from the terminating Province, any of the remaining Provinces provides written notice of termination to Unisys in which event the MSAA shall terminate in respect of that Province at the end of the then current term.

11.0 UNISYS REPRESENTATIONS AND WARRANTIES

11.1 Unisys represents and warrants to the Provinces as follows:

11.1.1 that it is duly incorporated and validly existing under the laws of Canada.

11.1.2 that it is authorized and duly qualified to do business and is in good standing in the Provinces.

11.1.3 that it has full power, legal right and corporate capacity to enter into the Master Strategic Alliance Agreement, the Access Agreement and Schedules thereto, and the Master Strategic Alliance Agreement has been duly, validly and legally authorized by Unisys and is valid, legal and binding and enforceable against Unisys in accordance with its terms.

11.1.4 that it has or will have valid, legal and binding contracts for the design, development and delivery of the Service with the Unisys Team.

11.1.5 that neither the execution nor delivery of the MSAA, nor the fulfillment or compliance with any of the terms hereof will conflict with, result in a breach of the terms, conditions or provisions of, or constitute a default under, the articles and by-laws of Unisys or any agreement or instrument to which Unisys is subject.

11.1.6 that it will have obtained prior to the commencement of the Service, any consents, or approvals from any administrative or governmental body required for the design, development, operation and delivery of the Service, and shall maintain such licenses, permits, consents or approvals as may be required, and shall comply with all applicable laws, regulations and other lawful requirements relating thereto.

11.1.7 that to the best of its knowledge, information and belief, there is no action, claim, demand or other proceeding pending or threatened against Unisys before any court or
administrative agency that could adversely affect its ability to perform its obligations hereunder.

11.1.8 that it will use its best efforts to ensure that its services to the Provinces will not infringe on any intellectual property rights, including without limitation, patent, trademark, copyright, trade secret and industrial design rights of any third party.

11.1.9 that it will provide the following insurance:
   a) General Liability Insurance in a form and with insurer(s) satisfactory to the Provinces, adding the Provinces as Additional Insureds with limits of not less than $5,000,000 inclusive of Bodily Injury, Personal Injury and Property Damage and with wording not less broad than the standard Insurance Bureau of Canada Commercial General Liability wording; and
   b) Errors and Omissions Insurance in a form and with insurer(s) satisfactory to the Provinces, with limits of not less than $3,000,000 to protect the Provinces from errors or omissions of Unisys, its employees, agents and contractors.

12.0 PROVINCES REPRESENTATIONS AND WARRANTIES

12.1 The Provinces represent and warrant to Unisys as follows:

12.1.1 that they have full power, legal right and capacity to enter into the Master Strategic Alliance Agreement, the Access Agreement and Schedules thereto, and the Master Strategic Alliance Agreement has been duly, validly and legally authorized by the Provinces in accordance with their respective statutory, regulatory and procedural requirements.

12.1.2 that to the best of their knowledge, information and belief, there is no action, claim, demand or other proceeding pending or threatened against any of the Provinces before any court or administrative agency that could adversely affect their ability to perform the obligations of the Provinces under the MSAA.

13.0 TERMINATION FOR DEFAULT

13.1 A default shall have occurred under the MSAA upon the occurrence of any of the following:

   a) failure to fulfill any material obligation hereunder;
   b) a material breach of any representation or warranty hereunder;
   c) a failure to comply with an arbitration award or decision under the Dispute Resolution provisions hereof;
   d) Unisys taking any action in respect of liquidation or winding up, making an assignment for the benefit of creditors, making a proposal under the Bankruptcy and
Insolvency Act, the Companies Creditors Arrangement Act or any other comparable statute of any applicable jurisdiction;
  c) Unisys is the subject of any bankruptcy or similar petition filed with respect to insolvency or other enforced liquidation of Unisys, or if a receiver, trustee, receiver and manager, custodian or other official with similar powers is appointed, whether or not by order of the Court, in respect of Unisys or a substantial portion of its property or assets.

13.2 The Dispute Resolution provisions of the MSAA do not apply to any defaults under Section 13.1 (c), (d) or (e).

13.3 In the event of a default under Section 13.1 (a) or (b), the Party not in default will set out the particulars of the default by notice in writing, to the Party in default. Thereafter, the Party in default will have ten (10) Business days after receipt of the notice to correct the default, failing which the MSAA may be terminated by the Party not in default by further notice in writing.

13.4 In the event of any default under Section 13.1 (c), (d) or (e) the Party not in default may terminate the MSAA immediately upon written notice to the Party in default.

14.0 CONSEQUENCES OF TERMINATION OF MSAA

14.1 Any termination of the MSAA shall not relieve any of the Parties from outstanding liabilities or obligations arising prior to the date of termination.

14.2 Upon termination of the MSAA, the Access Agreements and Schedules will terminate and Unisys shall cease use of the trademarks “Atlantic Canada On Line” and “ACOL” and any other marks or logos of the Provinces.

14.3 Upon a Province’s termination of its participation in the MSAA, the Access Agreement and Schedules thereto with respect to such Province shall terminate.

15.0 CONSEQUENCES OF TERMINATION OF AN ACCESS AGREEMENT

15.1 In the event of termination of an Access Agreement in consequence of a default, as set out in the relevant Access Agreement, the MSAA with respect to that Province shall terminate. The MSAA will remain in effect for Unisys and the remaining Provinces.

16.0 NOTICES

16.1 All notices under the MSAA shall be in writing and deemed to have been received:

a) on the date of delivery when transmitted by facsimile transmission, during working hours on Business days or when delivered in person to an authorized person of the receiving party;
b) on the fifth Business Day after mailing when mailed by prepaid registered or certified mail to the receiving party.

16.2 Notices to Unisys shall be sent to:

Unisys Canada Inc.,
2001 Sheppard Ave., East,
North York, Ontario,
M2J 4Z7
Fax: (416)495-4664

Attention: General Counsel

16.3 Notices to the Provinces shall be sent to the Provinces' representatives on the Advisory Council.

17.0 ASSIGNMENT

17.1 This Agreement may not be assigned by any of the Parties without the written consent of the other Party(s), which consent shall not be unreasonably withheld. Any assignment of this Agreement to a successor Unisys corporation, arising in the normal course of business shall not be deemed to be an assignment for purposes of this provision, provided only that such successor Unisys corporation shall not have a net asset base which is materially diminished from that of its predecessor Unisys corporation.

18.0 WAIVER

18.1 The failure of any Party to exercise any right under this Agreement, or its delay in doing so, shall not operate as a waiver of that right or any other right under this Agreement. No term or condition of this Agreement will be considered to have been waived unless consented to in writing by the other Parties. Such consent will only be effective in the specific instance and for the purpose for which it was given.

19.0 EXCUSABLE DELAYS

19.1 The Parties shall not be responsible or liable for failure to meet their respective obligations under the Agreement due to causes beyond their reasonable control including, without limitation, civil unrest, embargoes, natural disasters and acts of God. The Party prevented from performing its obligations due to an excusable delay, must so advise the other Party(s) immediately describing the cause of the delay. In the event that the period of delay exceeds sixty (60) days, the other Party(s) may, at its option, terminate the Agreement upon written notice, in which event neither Party will have any obligation or liability to the other beyond the date of termination.
20.0 SEVERABILITY

20.1 If any provision of the Agreement is held to be invalid or not enforceable, all other provisions shall remain in full force and effect.

21.0 AMENDMENT

21.1 The Agreement may not be modified or amended except in writing by the duly authorized officials of the Parties.

22.0 SURVIVAL OF OBLIGATIONS

22.1 Those provisions of this Agreement which, by their terms, are intended to survive, or which must survive in order to give effect to continuing obligations of the Parties, shall survive the termination of this Agreement.

23.0 SECTION HEADINGS

23.1 Section headings used in the Agreement are inserted only for reference, and are not to be construed as defining, limiting or otherwise describing the scope or intent of the applicable provision.

24.0 ENTIRE AGREEMENT

24.1 This Agreement constitutes the complete agreement between the parties with respect to its subject matter and supersedes all previous negotiations, proposals and undertakings of any nature whatsoever.
25.0 ENUREMENT

25.1 This Agreement shall enure to the benefit of and be binding on the Parties and their permitted successors or assigns.

IN WITNESS WHEREOF, the parties have executed this MSAA as of the date first written above.

ON BEHALF OF THE GOVERNMENT OF THE PROVINCE OF NEW BRUNSWICK

By:
Title: Premier of W.B.

ON BEHALF OF THE GOVERNMENT OF THE PROVINCE OF NEWFOUNDLAND

By:
Title: Premier of Newfoundland and Labrador

ON BEHALF OF THE GOVERNMENT OF THE PROVINCE OF NOVA SCOTIA

By:
Title: Premier of Nova Scotia

ON BEHALF OF THE GOVERNMENT OF THE PROVINCE OF PRINCE EDWARD ISLAND

By:
Title: Premier of P.E.I.

UNISYS CANADA INC.

By:
Title:

Section 40(1)
Appendix A

Access Services Agreement

Between

Unisys Canada Inc.

(“Unisys”)

and

The Government of the Province of Newfoundland

(the “Province”)

WHEREAS the Province provides manual access to various databases to the public and now wishes to also provide electronic access to the Databases to the public;

WHEREAS the Parties have entered into a Master Strategic Alliance Agreement dated as of May 10, 1996 to facilitate provision of an economically viable electronic access service for Clients to access Databases;

AND WHEREAS the Province has agreed, subject to its obligation to comply with the Public Tender Act, R.S.N. 1990, c.P-45 (as amended) (“the Public Tender Act” herein) and with the terms of a Service Level Agreement dated October 13, 1994 (“the SLA” herein) between Newfoundland and Labrador Computer Services Limited and Her Majesty the Queen in Right of Newfoundland, to enter into this Access Agreement under which Unisys agrees to perform certain services and to facilitate access to the Province’s Database(s) as more specifically described in Schedules hereto:

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Province and Unisys agree as follows:

1. INTERPRETATION

1.1 Definitions

1.1.1 “Agreement” means the Master Strategic Alliance Agreement and this Access Services Agreement (the “Access Agreement”) inclusive of all Schedules and Addenda hereto;
1.1.2 "CivicLink Software" means the software licensed by Unisys from Ameritech Information Access L.L.C. which, when combined with the Unisys System and personnel, allows Unisys to provide the Service described in this Agreement;

1.1.3 "Client" means those entities or individuals which agree to be bound by a contract with the Province with respect to Electronic Access to Databases;

1.1.4 "Client Fee" means the amount paid by Client for the Service;

1.1.5 "Database" means an electronic file of the Province to which Electronic Access is to be provided for the purposes of the Agreement pursuant to a Schedule to an Access Agreement;

1.1.6 "Electronic Access" means on-line and real-time (not batched) access to any of the Databases or bulk provision of data on electronic media by or to the Client;

1.1.7 "Existing Initiatives" means electronic access to database services, as of the date of this Access Agreement, which the Province provides or for which a formal procurement process has commenced to acquire same;

1.1.8 "Parties" means Unisys and the Province and "Party" shall mean one of them as the context requires;

1.1.9 "Province" means the Province of Newfoundland inclusive of its departments and does not include agencies, boards, commissions and crown corporations unless otherwise agreed;

1.1.10 "Province Equipment" means the equipment owned (or leased), used or operated and maintained by the Province or its third party vendors;

1.1.11 "Province Software" means application software, database management software and operating system software that runs on Province Equipment and Databases or other software, all of which are owned (or licensed from third parties) and maintained by the Province or its third party vendors;

1.1.12 "Provincial" means that which pertains to a Province;

1.1.13 "Service" means the provision to Clients of Electronic Access to Databases for purposes including but not limited to information retrieval, search, update and registration;

1.1.14 "Unisys System" means the telecommunications, computer equipment and software supplied by the Unisys Team to provide the Service;

1.1.15 "Unisys Team" means Unisys and the subcontractors chosen by Unisys for the design, development and delivery of the Service including:
a) Ameritech Information Access L.L.C.
b) Software Kinetics Ltd.
c) CCL Group Inc. and specifically its following member companies:
   • Corporate Research Associates Inc.;
   • Corporate Communications Limited; and
   • CorporaTel.

or their successors at law.

1.2 Plurality

Where the context so requires, the singular shall mean the plural and the plural shall mean the singular with respect to the use of terms under this Agreement.

1.3 Currency

All payments or remittances to be made under this Agreement shall be made in the lawful currency of Canada.

1.4 Entire Agreement

The entire Agreement is this Access Agreement inclusive of all Schedules hereto and the Master Strategic Alliance Agreement. In the event of any inconsistency or conflict among these documents, the order of precedence shall be as defined in Article 3.1 of the Master Strategic Alliance Agreement.

1.5 Governing Law

This Access Agreement, inclusive of its application and interpretation, shall be governed exclusively by the laws of the Province and the federal laws of Canada applicable therein. The courts of the Province shall have exclusive jurisdiction over all matters arising in relation to this Access Agreement and each Party hereby submits to the jurisdiction of the Province.

1.6 Province's Prior Statutory and Contractual Obligations

Unisys acknowledges that the acquisition or provision of any Service by or on behalf of the Province pursuant to this Access Agreement shall be subject to compliance by the Province with the Province's existing contractual obligations under the SLA, and with the Public Tender Act.
2.0 SCHEDULES

Services to be provided by Unisys in relation to a specific Database shall be offered subject to the requirements of the Public Tender Act and the terms of the SLA, only in accordance with the terms of this Access Agreement and a Schedule hereto for such Database. The term of a Schedule shall not exceed the then current term of the Access Agreement.

Schedules shall specify the following:

a) The name of the subject Database;
b) The term of the Schedule relating to the offering of the Database;
c) The access which is being granted including a specification of:
   • Information which is to be restricted to particular audiences or for specific purposes;
   • Information which is to be made available only to the duly authorized person(s) or organization(s) to which it pertains or from which it was collected;
   • Governing legislation, regulations and policies as attached to such Schedule;
d) Terms and conditions under which bulk transfers of information may take place;
e) Specific security requirements;
f) Privacy and confidentiality legislation, regulations and policies;
g) The schedule of charges for the Service relating to the Database including:
   • The fee schedule or reference to the applicable regulations;
   • The portion of the fee to be retained by Unisys;
   • Estimated costs associated with providing access to the Database;
h) The process and reporting requirements for the remittance of fees;
i) A disclaimer of warranties and liabilities required by the Parties to be communicated to the Client;
j) Any additional liability considerations as may be mutually agreed;
k) Any restrictions on Clients concerning their use or disclosure of Database information;
l) Service levels including:
   • Hours of availability;
   • Hours of Customer Service Centre support;
   • Performance levels;
   • Reliability levels;
m) Any specific bilingual requirements;
n) Acceptance test process, deliverables and time frame;
o) Responsibilities of the Province pertaining to the development, testing or operation of the Service;
p) Contact person(s) for application knowledge;
q) Alternative process for handling support calls;
r) Applicable third party software vendor terms restricting Database access;
s) Any other provisions as may be mutually agreed.

A Schedule shall be effective only upon execution by the Parties.
3.0 ACCESS SERVICES

3.1 Subject to the requirements of the Public Tender Act and the terms of the SLA, the Province hereby retains Unisys:

3.1.1 to market on a non-exclusive and non-assignable basis the Databases to prospective Clients; and

3.1.2 to facilitate on a non-exclusive and non-assignable basis, the provision of Electronic Access to the Databases to Clients for purposes including, but not limited to, information retrievals, searches, updates and registrations as may be prescribed in the applicable Schedule. This does not preclude negotiating an exclusive right for access to a Database by a Schedule hereto.

Unisys shall not decompile or modify any Province Software or reformat any Database, or permit any Client to do the same, without the prior written consent of the Province.

3.2 Unisys shall provide:

3.2.1 services to facilitate Electronic Access by Clients to Databases. The type of information available to Clients through access to a Database and the hours of operation shall be specified in the Schedule to this agreement relating to such Database. Such hours of operation may vary by Database;

3.2.2 marketing of the Electronic Access services to prospective Clients. Such marketing shall include, but not be limited to a brochure style information booklet that contains instructions for potential Clients on payment of fees and sign up procedures, a description of the necessary Client hardware and software and a listing of Client Fees;

3.2.3 toll free support of Clients from a Customer Service Centre (CSC) staffed by trained, bilingual personnel. Such support shall be provided to all Clients during the Province’s normal business hours during Business Days unless otherwise specified in a Schedule. Support provided by the CSC shall include but not be limited to:

a) Client registration procedure;
b) Routine advice relating to accessing Databases utilizing CivicLink;
c) Tracking and management of problems reported by Clients;
d) Answering questions concerning Client Fees, equipment requirements and security.

Such support shall not include the explanation or interpretation of data retrieved by a Client from a Database. If such a request is received from a Client, the CSC will log the call and forward the request to a designated Application Representative in the applicable Province for follow up and resolution with the Client unless otherwise specified in a Schedule. The
designated Application Representative shall be responsible for closing the call with the CSC in a timely manner.

3.2.4 a revenue management system for the collection of Client fees. This revenue management system shall consist of:

a) a trust account, to be administered by Unisys, into which Clients shall pay for Electronic Access and from which Unisys shall remit to the Province the applicable Client Fees less the amount to be retained by Unisys for its services to the Province under this Access Agreement in the manner described in the applicable Schedule;

b) a system whereby Clients may pay for Services by designated credit or debit cards;

c) an automated Client prepayment account system, whereby Clients pay for their Electronic Access through debits against a trust account into which they have paid an amount which reflects their estimated usage;

d) an auditable process whereby Client Fees, less the applicable amount of such fees which is to be retained by Unisys for its services under this Access Agreement, are recorded and paid to the Province;

e) a monthly report to be provided approximately ten (10) Business Days following the end of each calendar month end detailing:

- Total Client fees with subtotals for each Database;
- Number of Client Inquiries and Updates for each Database;
- Portion of Client Fees retained by Unisys for its services to the Provinces under this Access Agreement;

f) a report of each year's activity to be delivered by May 1 of each year summarizing the totals of the above monthly information for the twelve (12) month period ending on March 31 of the then current year;

g) a procedure for Clients to query the status of their deposit account, detailing by Database the Client fees deducted from their deposit account and the balance remaining in their deposit account at the time of the query.

3.2.5 the following access control and security services:

a) granting access to Databases through CivicLink to Clients in accordance with criteria to be mutually agreed upon between the Parties;
b) creating and maintaining a record for each Client that contains, at a minimum, assigned Client Identifications ("IDs") and account numbers for billing and revenue management purposes; and

c) maintaining a record of and continually monitoring all accesses to Databases initiated by Clients, including identification and resolution of security access violations.

3.2.6 training to the Province's designated Technical and Application Representatives in order to facilitate the provision of quality service to Clients;

3.2.7 the Unisys System, including all hardware, software, telecommunications and human resources associated with the delivery of the Service from Province Equipment in which Databases and Province Software reside to the Unisys System for development, testing and ongoing operation of the Service;

3.2.8 monitoring and solicitation of input from Clients on the level of satisfaction of the Service and make reasonable efforts to address problem areas;

3.3 Unisys shall:

3.3.1 make reasonable efforts to create opportunities for local economic development associated with the Service;

3.3.2 refrain from engaging in activities which are in conflict with its obligations under this Access Agreement;

3.3.3 use sound business practice in procuring equipment, software, supplies and services for the development and operation of the Service;

3.3.4 remit to the Province all Client Fees payable pursuant to each Schedule less the amount to be retained by Unisys for its services to the Province under this Access Agreement.

3.4 Neither Unisys nor its affiliates shall offer Electronic Access which competes directly with the Service as it applies to current or potential Clients;

3.5 Subject to the requirements of the Public Tender Act and the terms of the SLA, the Province shall:

3.5.1 authorize Unisys to facilitate access to Databases by Clients as specified in Schedules;

3.5.2 establish and adhere to a schedule of Client Fees for each Database as specified in the applicable Schedule to this Access Agreement;
3.5.3 upon execution of a Schedule, take all necessary steps to enable Unisys, in accordance with a mutually agreed upon schedule, to interface Unisys System to Databases. Unisys shall make reasonable efforts to create interface code in isolated programs or modules in order not to detrimentally affect existing or third party systems;

3.5.4 authorize Unisys, or use reasonable efforts to obtain permission from its Province Software third party vendors, to obtain necessary access and materials and the right to have Province Software source code modified. If necessary, and in accordance with charges as may be agreed to in the applicable Schedule, Unisys will develop necessary interfaces to provide the Service to Clients;

3.5.5 authorize Unisys or use reasonable efforts to obtain permission from its Province Hardware and Province Software third party suppliers, to access Province Software and Province Equipment needed to link Unisys Systems to Province Software and Databases. Once completed, the Province shall assist Unisys with the implementation of pilot activities designed to test the system, as specified in the applicable Schedule to this Agreement. Such assistance shall include the provision of personnel to participate in such pilot activities as may be agreed, as well as, the provision to Unisys of actual data, as opposed to simulated data, for the pilot provided that Unisys has followed specified Province procedures for acceptance of system changes;

3.5.6 provide Client IDs and other authorization which the Province considers appropriate for Unisys System to obtain access to Databases and Province Software for development, testing and ongoing operation of the Service;

3.5.7 appoint a Liaison Officer to provide liaison between Unisys and the Province and to resolve issues relating to the provision of Service. The Liaison Officer shall:

a) assist the Province in negotiation of Schedules to this License;

b) assist in protecting the public’s interest in access to information and protection of privacy;

c) encourage and assist agencies, boards, commissions, departments and crown corporations to offer access to their Databases by utilizing the services of Unisys for provision of the Service to Clients consistent with the intent of this Agreement.

3.5.8 provide guidelines to Unisys regarding Client access to Databases and such other information as Unisys may require to operate and maintain access control;

3.5.9 make technical/application representatives available for training by Unisys on CivicLink;

3.5.10 subject to prior approval by the Province, authorize Unisys to use the Province’s names, marks and logos in promoting the Service and authorize Unisys to use Databases on CivicLink for demonstration of the Service to existing and potential Clients;
3.5.11 advise Unisys of any proposed changes to Province Software, Databases or Province Equipment as soon as is reasonable after learning of such proposed change, so that Unisys can determine if and when it will be able to make any required interface modifications. To minimize the possibility Unisys will be unable to modify an interface to accommodate a change to Province Software, Databases or Province Equipment, the Province shall use reasonable efforts to provide Unisys with input into the Province’s proposed changes. The Province shall use its reasonable efforts to modify the Province Software to the degree required by the changes to make it compatible with the previously established interfaces. Any modification or development work required to be performed by Unisys due to changes to Province Software, Databases or Province Equipment will be subject to the Change Order provisions of this Agreement.

3.5.12 use its best efforts to ensure that Databases are as current as specified, and as available to the Service for the time period(s) specified, in the applicable Schedule;

3.5.13 provide Unisys with service levels, including, without limitation, access, response time and up-time at least equivalent to the level of service that the Province provides internally;

3.5.14 be responsible for supporting all Province Software, Databases and Province Equipment and use best efforts to resolve all problems reported by Clients or Unisys related to the same. The Province will identify processes and contact person(s) which will be used by Unisys to resolve Service access problems. If the reported problem represents a major problem related to any of the foregoing, the Province shall use its best efforts to effect any required Province Software, Database or Province Equipment repairs.

3.6 Province’s Rights Regarding Access to Databases

3.6.1

a) It is recognized that individual departments of the Province have the right to determine the method by which access to their databases may be provided. Notwithstanding this right, the Province agrees to exert its reasonable efforts to position Unisys as its preferred, although non-exclusive, supplier with respect to provision of the Service.

b) The Province and Unisys agree access to databases for internal and inter-governmental use are excluded from this Agreement unless otherwise agreed.

c) Existing Initiatives in each of the Provinces are excluded from this Agreement unless otherwise agreed. For further clarification of exclusions in New Brunswick, it is agreed that all existing and planned initiatives of Service New Brunswick and New Brunswick Geographic Information Corporation are excluded from this agreement unless otherwise agreed and that this provision will extend to any successor organizations which carry on the mandate of Service New Brunswick or New Brunswick Geographic Information Corporation.
3.6.2

a) Unisys shall be chosen for the provision of access to and marketing of a Province database, pursuant to Section 3.1, unless the Province is satisfied that an alternative service is materially more advantageous to the Province based on, but not limited to, the following considerations:

- Timeliness
- Financial benefits
- Service levels
- Marketing ability and coverage
- Capital investments and economic benefits
- Capital investments undertaken by Unisys

b) Provided that the analysis and conclusions referenced in subsection 3.6.2(a) above has been shared with the Unisys Region General Manager and the Province representative on the Advisory Council a reasonable time prior to the decision of the Province, the decision of the Province with respect to the selection of the supplier of such access and marketing services to the Province shall be final. The analysis, conclusions and decision of the Province shall not be subject to the Dispute Resolution provisions of Section 8.0.

3.7 Bilingual Services

3.7.1 The Service will be available in both official Languages in New Brunswick in accordance with the Official Languages Policy of New Brunswick as attached and as may be amended from time to time. Any changes to the Service as a consequence of such amendment shall be undertaken under the provisions of the Change Order Process. In this context, sales, marketing, client support and the user interface associated with the Service shall be available in both official languages. In addition, Database content shall be offered in both official languages where made available by the Province. When a new product or service is brought to market, both English and French versions shall be made available simultaneously.

3.7.2 In other provinces, services shall be available in English throughout such province and in French where specifically designated in a Schedule or through the Change Order process described in this Access Agreement.

3.8 Privacy and Confidentiality Restrictions

3.8.1 Unisys shall comply and ensure compliance by its employees, agents and subcontractors with such privacy and confidentiality legislation, regulations or policies of the Province as they may be amended from time to time, relating to access to and use of Databases, or as may be specified in a Schedule. Such requirements may be supplemented by additional requirements relating to specific Databases and as specified in the applicable Schedule.
3.8.2 Unisys shall include in all Client Agreements a prohibition against the Client’s release of any information except in conformance with the provisions relating to privacy and confidentiality as specified in a Schedule to this Access Agreement.

3.8.3 The Province shall notify Unisys of any change in its privacy and confidentiality requirements respecting each Database using the Change Order Process. As soon as practical, following receipt by Unisys of notice from the Province, Unisys shall make such changes to the Service as are required to ensure compliance therewith.

3.8.4 Notwithstanding the foregoing provisions of this Article 3.8, in any instance where the Province becomes aware that access to, or use of, a Database contravenes privacy and confidentiality legislation, regulations or policies of the Province, the Province shall notify Unisys and the Province reserves the right to terminate Client’s access to and the Client’s right to use such Database immediately until the Service has been modified to render it compliant with such privacy and confidentiality legislation, regulations or policies.

3.9 Fees

Unisys and the Province shall establish the portion of the Client Fee which shall be retained by Unisys for the provision of the Services to a Client by the Province. Such portion of the Client Fee shall be specified in the applicable Schedule. Factors to be included in the calculation of the Unisys portion of the Client Fee shall include but not be limited to the following:

a) Incremental Database software license fees;
b) Charges for custom developed database interface software;
c) Data Centre processing costs;
d) Training costs;
e) Changes to the Service;
f) Telecommunications charges between the database and the Unisys System;
g) Telecommunications charges between the Client and the Unisys System (if applicable);
h) An allocated portion of the charges for the Service;
i) Return on the capital investment made by Unisys in the establishment of the Service;
j) Unisys profit.

It is recognized that there may be statutory, regulatory or Provincial government policy factors which restrict the manner in which the Province prices the Service for a specific Database.

The Parties agree, however, that it shall be their objective to have the Service be priced as the lowest priced offering for such Database.
3.10 Taxes

Unisys shall be responsible for the collection on behalf of the Province of any and all taxes, rates and assessments which the Province determines are applicable to the Service.

3.11 Audit

The Province may audit the provision of Service, costs of the Service and the trust accounts, as deemed reasonably necessary by the Province, during normal business hours and upon reasonable notice. Unisys shall afford all facilities for such audits and shall furnish the Province and its authorized representatives with such information as they may, from time to time, require, with reference to the provision of Service, costs of Service and the trust accounts.

4.0 CHANGE ORDER PROCESS

Either Party may, from time to time, desire a change to the Service provided pursuant to a Schedule hereto. All such desired changes shall be requested by notice in writing to the other Party. Upon receipt of such request, the receiving Party shall be responsible for evaluating the requested change and determining and advising the requesting Party of the technical feasibility of the requested change, the applicable charges, time required and any other impact that the development and implementation of the requested change will have on the Service and the rights and obligations of the Parties under this Access Agreement. The Parties shall use their reasonable efforts to develop and implement all agreed changes and the charges for such changes shall be incorporated into the fee structure for the applicable Schedule unless otherwise agreed.

5.0 INTELLECTUAL PROPERTY RIGHTS

5.1 Unisys disclaims any right, title or other proprietary interest in the Province’s Databases or information contained therein, except only for the rights granted hereunder to market or access the same or to permit Clients to access such Databases for the specified purposes.

5.2 Each Party disclaims any right, title or other proprietary interest in any software, documentation, processes or other product or service provided by the other Party under this Agreement.

5.3 The intellectual property rights to any software, documentation, processes or other product or service, developed by either Party pursuant to or resulting from this Agreement shall be treated as follows:
a) if developed by one Party only, such Party shall own all intellectual property rights to such software, documentation, processes or other product or service and shall grant a royalty-free license to the other Party to use such software for all purposes of this Agreement;

b) if developed jointly, the Parties shall own such software, documentation, processes or other product or service jointly and may use it at their discretion. Any royalties resulting from the use of such software shall be shared equally between the Parties unless otherwise agreed.

6.0 TERMINATION PROVISIONS

6.1 Termination for Default

A default shall have occurred under this Access Agreement upon the occurrence of any of the following:

a) failure to fulfill any material obligation under this Access Agreement or any Schedule;

b) failure to pay or remit, when due, any amount payable under this Access Agreement or any Schedule;

c) any representation or warranty made in this Access Agreement or in any Schedule hereto which shall be proven to have been incorrect in any material respect at any time during the currency of this Access Agreement;

d) if Unisys takes any action in respect of liquidation or winding up, makes an assignment for the benefit of creditors, makes any proposal under the Bankruptcy and Insolvency Act, the Companies Creditors Arrangement Act or any other comparable statute of any applicable jurisdiction;

e) if a bankruptcy or similar petition with respect to insolvency or other enforced liquidation of Unisys is presented or filed against it; or if a receiver, trustee, receiver and manager, custodian or other official with similar powers is appointed, whether or not by order of the Court, in respect of Unisys or a substantial portion of its property or assets;

f) failure to comply with an arbitration award or decision under the Dispute Resolution provisions of this Access Agreement

It is agreed that the Dispute Resolution provisions of this Access Agreement do not apply to a default under Section 6.1 (d), (e) or (f).
6.2 Termination Process

6.2.1 Upon a default by either Party, other than a default under Section 6.1 (d), (e) or (f), the other Party shall, by notice in writing to the defaulting Party, set out the full particulars of the default and the defaulting Party shall have ten (10) Business Days, commencing upon receipt of such notice, to correct such default;

6.2.2 In the event of a default under Section 6.1 (d), (e) or (f) or in the event of any other default which is not corrected within the time prescribed, this Access Agreement may be terminated upon written notice to the Party in default;

6.2.3 In the event of a default of a Party's obligations under a Schedule hereto, the other Party may, at its option and subject to the provisions of paragraphs 6.2.1 and 6.2.2 of this Access Agreement, terminate such Schedule;

6.2.4 Any termination of this Access Agreement or a Schedule hereto shall not relieve the Parties from outstanding liabilities or obligations arising prior to the date of such termination.

6.3 Consequences of Termination

Upon termination of this Access Agreement:

a) all rights and privileges granted or agreed to be granted under this Access Agreement shall terminate;

b) all Schedules to this Access Agreement shall terminate;

c) Unisys shall promptly cease use of any marks, names or logos of the Province;

d) Unisys shall immediately cease access to the Databases, copying of Databases and modification of such copies;

e) all data or information, which is the property of either Party and which is in the possession of the other Party, shall be returned to the Party to which it belongs;

f) any amounts due and accruing due under this Access Agreement or any Schedule hereto shall be paid immediately;

g) the Parties agree to cooperate with each other to effect an orderly and timely termination of the Agreement;
In the event that a Schedule is terminated, this Access Agreement shall continue in force with respect to all other Schedules then in effect.

7.0 INDEMNIFICATION, WARRANTY AND LIMITATION OF LIABILITY

7.1 Mutual Indemnification

7.1.1 Unisys shall indemnify and save the Province harmless from all claims, demands, actions, losses, costs (including legal fees) and damages of any nature or kind, arising from any claim that the Service infringes any third party’s proprietary rights including patents, copyrights, trade secrets and all other intellectual property rights;

7.1.2 Unisys shall indemnify and save the Province harmless from all claims, demands, actions, losses, costs (including legal fees) and damages of any nature or kind, arising from any claim that the Service was not available to Clients;

7.1.3 Unisys shall indemnify and save the Province harmless from all claims, demands, actions, losses, costs (including legal fees) and damages of any nature or kind, arising from, occasioned by or attributable to the negligent performance or non-performance by Unisys of its obligations under the Agreement or a breach of any warranty or representation by Unisys hereunder including any failure by Unisys to meet any privacy or confidentiality obligations in the delivery of the Service as specified in this Access Agreement or in any Schedule;

7.1.4 The Province shall indemnify and save Unisys harmless from all claims, demands, actions, losses, costs (including legal fees) and damages of any nature or kind, arising from, occasioned by or attributable to the negligent performance or non-performance by the Province of its obligations under the Agreement or a breach of any warranty or representation by the Province hereunder;

7.1.5 Except where Unisys is in breach of any proprietary, confidentiality or privacy provision of this Access Agreement or of an applicable Schedule, the Province shall indemnify and save Unisys harmless from all claims, demands, actions, losses, costs (including legal fees) and damages, arising from any claim that any of the data provided by the Province, including any access to or use of such data, infringed a third party’s proprietary, confidentiality or privacy rights.

7.2 Disclaimer of Warranty

Except as otherwise provided herein, neither Party makes any warranty, express or implied, by operation of law or otherwise, including any implied warranty of merchantability and fitness for a particular purpose as to the Service provided or the Databases made available by the Province pursuant to a Schedule hereunder. The Province makes no warranty as to the accuracy or
completeness of any information or data in the Databases and Unisys agrees to include such disclaimer, in a form satisfactory to the Province, in any agreement with its Clients.

7.3 Limitation of Liability

Excluding any and all liabilities arising from the above Article entitled “Mutual Indemnification”, neither Party shall be liable to the other for any special, indirect, consequential, punitive or incidental damages such as, but not limited to, loss of anticipated profits or other economic loss arising out of any breach of this Agreement. The liability of a Party for damages shall be restricted to direct damages and shall not exceed the equivalent of six (6) months portion of the Client Fees retained by Unisys for its services to the Provinces under this Agreement based on the six (6) months immediately preceding the breach which is the subject of such claim.

The foregoing limitations shall not apply, nor shall there be any limitation on the part of the Parties, their employees, agents and subcontractors, for any claim made against the other Party as a result of bodily or personal injury or property damage of others or of the Parties caused by or attributable to the other Party, its employees, agents or subcontractors.

8.0 DISPUTE RESOLUTION

8.1 The Unisys Project Manager and the Province's Liaison Officers shall attempt to resolve all disputes in a timely manner, failing which, the matter shall be escalated to the Unisys Region General Manager and the representative of the Province on the Advisory Council. In the event that the dispute remains unresolved within fifteen (15) Business Days from the date of notice of a dispute or notice of default if the default is disputed, either Party may, by notice in writing to the other Party, refer the matter in dispute to arbitration by a board of three (3) arbitrators. Unisys and the Province shall each select one (1) arbitrator and the arbitrators so chosen shall select a third arbitrator, who shall chair the arbitration board. The arbitrators shall be chosen within thirty (30) days of the matter having been referred to arbitration and be required to review the matter and advise the Parties of their decision, in writing, within sixty (60) days thereafter. The arbitration shall otherwise be governed by the Arbitration Act of the Province, as re-enacted and amended from time to time.

8.2 Where the matter of dispute relates to the payment of fees to the Province, all amounts claimed by the Province shall be paid to the Province pending a resolution through the Dispute Resolution process. Where, as a result of the Dispute Resolution process, it is determined that any amount claimed by the Province was not owing to the Province, then the amount not owing shall be returned immediately to Unisys together with interest at the rate of the then current issue of Federal Government of Canada ninety (90) day Treasury Bills.

9.0 REPRESENTATIONS AND WARRANTIES
9.1 Unisys represents and warrants that:

a) it is duly incorporated and organized and validly existing under the laws of Canada;

b) it is authorized and duly qualified to do business and is in good standing in the Province;

c) it has full power, legal right and corporate capacity to enter into the Agreement and that the Master Strategic Alliance Agreement and this Access Agreement have been duly, validly and legally authorized by Unisys and are valid, legal, binding and enforceable against Unisys in accordance with their terms;

d) it has or will have valid legal and binding agreements for the development, operation and delivery of the Service with those parties which constitute the Unisys Team;

e) neither the execution or delivery of the Agreement nor the fulfillment or compliance with any of the terms hereof will conflict with, result in a breach of the terms, conditions or provisions of, or constitute a default under, the articles and bylaws of Unisys or any agreement or instrument to which Unisys is subject;

f) it will have obtained, prior to the commencement of the Service, any consents, approvals or other actions by any administrative or governmental body required for the development, operation and delivery of the Service, and shall maintain and keep in force all such consents, permits, licenses and approvals as may be required, and shall comply with all applicable laws and regulations relating to the Service;

g) to the best of its knowledge, information and belief, after due inquiry, there is no action, claim, demand or other proceeding pending or threatened against Unisys before any court or administrative agency that could adversely affect its ability to perform its obligations under the Agreement;

h) it will use its best efforts to ensure that the Service will not infringe on any intellectual property rights, including without limitation, patent, copyright, trade secret and industrial design rights of any third party.

9.2 The Province represents and warrants that:

a) it has full power, legal right and capacity to enter into this Access Agreement and that this Access Agreement has been duly, validly and legally authorized by the Province and is valid, legal, binding and enforceable against the Province in accordance with its terms;

b) it has or will have valid legal and binding agreements for granting Electronic Access to Databases including any third party software required therefor,
c) neither the execution or delivery of the Agreement nor the fulfillment or compliance with any of the terms hereof will conflict with, result in a breach of the terms, conditions or provisions of, or constitute a default under, any agreement to which the Province is subject;

d) it will have obtained, prior to the commencement of the Service, any consents, approvals or other actions by any administrative or governmental body required for the execution of the Agreement;

e) to the best of its knowledge, information and belief, after due inquiry, there is no action, claim, demand or other proceeding pending or threatened against the Province before any court or administrative agency that could adversely affect its ability to perform its obligations under the Agreement;

f) it will use its best efforts to ensure that the Databases will not infringe on any intellectual property rights, including without limitation, patent, copyright, trade secret and industrial design rights of any third party.

10.0 GENERAL PROVISIONS

10.1 Term

This Access Agreement shall have the same term as the Master Strategic Alliance Agreement.

10.2 Time of Essence

Time shall be of the essence in all respects of this Agreement.

10.3 Relationship of the Parties

This Agreement is not intended to and shall not be construed as, nor represented to others as, creating a joint venture, partnership or other form of business association between the Parties.

10.4 Assignment

The Access Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any assignment of this Access Agreement to a successor Unisys corporation, arising in the normal course of business, shall not be deemed to be an assignment for purposes of this provision, provided only that such successor Unisys corporation shall not have a net asset base which is materially diminished from that of its predecessor Unisys corporation.
10.5 Publicity

Any news releases, public announcements, advertisement or other public statement concerning this Access Agreement may only be made with the prior written approval of the Parties.

10.6 Notices

All notices under this Agreement shall be in writing and shall be deemed to have been received:

a) on the date of delivery when transmitted by facsimile transmission, during working hours on Business Days or when delivered in person to an authorized person of the receiving Party;

b) on the fifth Business Day after mailing when mailed by prepaid registered or certified mail to the receiving Party.

10.6.1 Notices to the Province shall be sent to the Secretary of the Province’s Treasury Board.

10.6.2 Notices to Unisys shall be sent to:

Unisys Canada Inc.,
2001 Sheppard Ave. East,
North York, Ontario
M2J 4Z7
Fax: (416)495-4664

Attention: General Counsel

10.7 Excusable Delays

The Parties shall not be responsible or liable for failure to meet their respective obligations under the Agreement due to causes beyond their reasonable control including, without limitation, civil unrest, embargoes, natural disasters and acts of God. The Party prevented from performing its obligations due to an excusable delay, must so advise the other Party immediately describing the cause of the delay. In the event that the period of delay exceeds sixty (60) days, the other Party may, at its option, terminate the Agreement upon written notice, in which event neither Party will have any obligation or liability to the other beyond the date of termination.

10.8 No Waiver

No supplement, modification, amendment or waiver of this Agreement shall be binding unless executed in writing by both Parties. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver
constitute a continuing waiver unless otherwise expressly provided. The Parties acknowledge that Schedules hereto may contain provisions which are inconsistent or in conflict with the terms and conditions of this Access Agreement. In such instances the provisions of the applicable Schedule shall prevail.

10.9 Further Assurances

The Parties shall, with reasonable diligence, do all things and provide all reasonable assurances as may be required to complete the transactions contemplated by this Agreement, and each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary or desirable to give effect to this Agreement or to carry out its provisions.

10.10 Survival of Obligations

Those provisions of this Agreement which, by their terms, are intended to survive, or which must survive in order to give effect to continuing obligations of the Parties, shall survive the termination of this Agreement.

10.11 Enurement

This Agreement shall enure to the benefit of and be binding upon the Parties and their permitted successors and assigns.

Agreed to and accepted:

By Unisys Canada Inc.

By: [Signature]

Date: Jun 30, 1998

On behalf of the Government of the Province of Newfoundland

By: [Signature]

Date: April 7, 1998
Appendix B

The following documents are attached for information purposes only to complete the historical record of this procurement and to illustrate the spirit and intent of the Agreement:


2. Unisys Proposal dated August 9, 1995
Schedule 1

to the
Access Agreement
between
Unisys Canada Inc. ("Unisys")

and

Xwave Solutions Inc., and
The Government of Newfoundland and
Labrador ("the Province")

1.0 Database Identification

1.1 This Schedule sets forth the terms and conditions for the implementation and operation of the Service for the Personal Property Registry of the Province.

1.2 Except as otherwise stated in this Schedule, the provision of the Service shall be governed by the terms and conditions of the Master Strategic Alliance Agreement between the Provinces of New Brunswick, Newfoundland, Nova Scotia, Prince Edward Island and Unisys, dated May 10, 1996, and the Access Agreement thereto between Unisys and the Province dated April 9, 1998. Subject to the definitions herein, the defined terms in the Master Strategic Alliance Agreement and the Access Agreement shall have the same meaning when used in this Schedule.

2.0 Definitions

The following terms will have the meaning ascribed to them below, unless otherwise stated hereunder.

2.1 “Access Agreement” means the Access Agreement executed by Unisys on March 30, 1998 and by the Province on April 9, 1998;

2.2 “Agent” means Xwave Solutions Inc. ("xwave"), agent for the Province under this Agreement, as more specifically described below whose powers and responsibilities hereunder are limited to those contained in the terms of an Agency Agreement (the “Agency Agreement”) executed by xwave and the Province of even date herewith;

2.3 “Agreement” means this Schedule, inclusive of Appendices hereto, the Master Strategic Alliance Agreement and the Access Agreement between the Province and Unisys;

2.4 “Appendix A” means the Implementation Plan appended to this Schedule;
2.5 “Appendix B” means the description of the compensation payable to Unisys, appended to this Schedule;

2.6 “Appendix C” means the Client Fees payable by Clients to the Province for use of the Service, appended to this Schedule;

2.7 “Appendix “D” means the sample illustrations of the computer screens for access to the ACOL Service and the computer screens for access to the Personal Property Registry, appended to this Schedule;

2.8 “Appendix E” means the sample illustrations of the standard reports provided by Unisys pursuant to Subsection 15.1.4, appended to this Schedule;

2.9 “Business Day” means Monday through Saturday, excluding such holidays as may be determined by the Management Committee;

2.10 “Client” means those entities or individuals which enter into a Client Agreement with the Province for Electronic Access to the Database;

2.11 “Client Account” means the trust account established and administered by Unisys on behalf of the Province to receive deposits from Clients;

2.12 “Client Agreement” means the contract between the Province and a Client for Electronic Access to the Database;

2.13 “Client Transaction” means a single Electronic Access by a Client to effect a Database registration, search, update and discharge of interest, input and information retrieval;

2.14 “Database” means the Personal Property Registry of the Province;

2.15 “Project Team” means the representatives of Unisys and the Province who have been assigned by their respective organizations to perform the tasks specified in this Agreement;

2.16 “Provinces’ Clearing Account” means the trust account established and administered by Unisys on behalf of the Province for the transfer of Client fees from the Client Account on completion of a Client Transaction;

2.17 “Registry” means the Personal Property Registry system of the Province;

2.18 “Service” means the provision to Clients of Electronic Access to the Database for purposes including, but not limited to, registration, information retrieval, search, update and discharge of interest, input and information retrieval during the term of this Agreement;
2.19 "Service Startup" means the date on which the Service is available for Electronic Access by Clients for productive use.

3.0 Agreement

3.1 The Province, through its Agent, retains Unisys to: (i) transform the Registry from a paper-based system to an on-line electronic notice-based system, in accordance with the Implementation Plan appended hereto as Appendix A; (ii) to facilitate the provision of the Service by the Province to Clients; and (iii) undertake the work and provide the services described in section 15 hereof. Unisys shall undertake these activities for the compensation specified in Appendix B during the term of this Agreement, and otherwise pursuant to the terms and conditions of this Agreement. Clients shall contract with the Province for the Service in accordance with the Client Agreement.

3.2 The Services provided by Unisys pursuant to section 3.1, include the undertaking of facilities management services by xwave by means of a subcontract with Unisys. The payment(s) to xwave for this service is included in the compensation payable to Unisys by the Province specified in Appendix B.

3.3 In the event of any inconsistency between this Schedule and the terms of Appendix "A" (Implementation Plan), the terms of this Schedule shall govern.

4.0 Term

4.1 This Agreement shall be in effect for the initial term of the Master Strategic Alliance Agreement and the Access Agreement from the date of Service Startup, unless terminated by the Parties in accordance with the termination provisions set forth in said agreements.

4.2 This Schedule shall be renewed automatically in accordance with the renewal provisions of the Master Strategic Alliance Agreement and the Access Agreement, unless either Party terminates this Schedule by written notice to the other party at least twelve(12) months prior to conclusion of the then current term.

4.3 The Province reserves the right at any time, on written notice to Unisys, to remove the Agent as the contracting Party on behalf of the Province hereunder, such that this Schedule shall be a direct contractual obligation between Unisys and the Province.

4.4 Transition on Termination

4.4.1 Any termination of this Agreement shall not relieve the parties hereto from outstanding liabilities or obligations arising prior to the date of termination.

4.4.2 Unisys agrees that upon termination of this Agreement it will cooperate with the Province and with any other contractor or IT service provider who or which may be chosen by the Province to replace Unisys in the provision of Service as defined herein in order to ensure that a smooth transition of Service providers will occur. Any cost to the
Province during any such transition will be at the rates in effect for such Services at the date of termination of this Agreement.

4.5 Termination for Non-Performance

4.5.1 The Parties acknowledge the importance of the Service being provided in a professional, reliable fashion and in a manner satisfactory to Clients and the Province. The Parties also acknowledge that problems with respect to Service availability are to be expected from time-to-time and that the availability of the ACOL Service to Clients to date for undertaking Client Transactions has been typically in excess of 99% of the time during the scheduled hours of Service.

4.5.2 In the event that the availability of the Service to Clients during the scheduled hours of Service materially deteriorates from those levels of service undertaken by Unisys in this Schedule, or there is significant and reasonable Client or Province dissatisfaction with the Service, Unisys shall undertake reasonable remedial action to correct any deficiencies or address any Client or Province Service dissatisfaction concerns. If Unisys has been unable or unwilling to do so within a reasonable period of time, the Province may terminate this Schedule. Such termination shall be deemed a termination for default pursuant to subsection 6.1 (a) of the Access Agreement.

4.5.3 If there is a bona fide disagreement between the Parties particularly concerning service availability, it shall be resolved in accordance with the Dispute Resolution provision (Section 8.0) of the Access Agreement.

5.0 Scope of Database Access

5.1 Clients shall be granted access to the Database for purposes including but not limited to registration, information retrieval, search, update and discharge of interest, input and information retrieval.

5.2 Unisys shall not disclose or otherwise use any Database information except as permitted or required under this Agreement.

5.3 Unisys has no proprietary rights to the data in the Database. The Province shall have access to the Database, at no additional cost, upon reasonable notice to Unisys, for administrative purposes including access by auditors appointed by the Province.

6.0 Bulk Transfer of Data

6.1 As specified in the Client Agreement, Clients shall not use the Service to retrieve information from the Database in bulk.
7.0 Security Requirements

7.1 The Client Agreement shall include provisions restricting Service access to specified personnel of the Client by means of passwords and other forms of unique identification.

7.2 Unisys shall establish and maintain internal safeguards against the improper disclosure, destruction, loss or alteration of any Database data in its possession.

8.0 Privacy and Confidentiality Legislation, Regulation and Policies

8.1 Unisys acknowledges that the information, data, materials and other property which are the subject of this Schedule, which it possesses or which comes into its possession during the term of this Schedule including any renewals, must be protected from unauthorized use or access using all possible, reasonable means. Except for access by the Province pursuant to section 5.3, access to the Database shall be restricted to those who have entered into a Client Agreement, and in any event such access shall be subject to the Province’s freedom of information and privacy and confidentiality legislation.

9.0 Charges and Payment Terms

9.1 The Province shall determine a schedule of fees to be paid to the Province by Clients for Electronic Access to and use of the Database. This schedule of fees as of the date of this Schedule are described in Appendix C. In the event that the Province changes the schedule of fees it shall so advise Unisys, in writing, so that the provision of the Service can be modified accordingly.

9.2 In consideration for the transition of the Registry from a paper based environment to an on-line electronic notice based environment, in accordance with Appendix A, and facilitating the operation of the Service by the Province to Clients, Unisys shall be compensated by the Province in the manner described in Appendix B. The fees payable to Unisys as specified in Appendix B are exclusive of any applicable Harmonized Sales Tax.

9.3 There shall be added to all charges an amount equal to all applicable Federal and Provincial, or blended, sales taxes or similar taxes which Unisys is required to collect.

10.0 Disclaimer of Warranties and Liabilities

10.1 Except as otherwise provided in the Agreement, neither party makes any warranty, express or implied, by operation of law or otherwise, including any implied warranty of merchantability or fitness for a particular purpose. The Province makes no warranty as to the accuracy or completeness of any information or data in the Database.

10.2 Unisys warrants that the portion of the Unisys System known as CivicLink Release 4.1 software has been provided by its licensor, Ameritech Information Access L.L.C. ("Ameritech") to Unisys on a perpetual, fully paid basis. Ameritech shall not have nor be
deemed to have any contractual relationship with the Province, Clients or any third party as a result of this Schedule or the license of this software to Unisys. Ameritech shall have no liability to the Province, Clients or third parties for the performance or nonperformance of its software.

11.0 Restrictions on Client Use or Disclosure of Database Information

11.1 Clients shall be restricted in the access to the Database and use of the information obtained thereby in accordance with the provisions of the Client Agreement and the provision of unique identification numbers to each authorized user of the Service.

12.0 Bilingual Requirements

There are no bilingual requirements.

13.0 Service levels

13.1 Hours of Service Availability

13.1.1 The scheduled hours of Service availability shall be from 8:00 a.m. Newfoundland time to 8:00 p.m. Newfoundland time, Monday through Saturday, inclusive.

13.2 Hours of Service Support Centre

13.2.1 The scheduled hours of availability of the Service Support Centre shall be from 8:00 a.m. to 8:30 p.m., Newfoundland time, Monday through Fridays, except for recognized holidays as determined by the Management Committee. During the hours and days that the Service Support Centre is not in operation, Clients requiring assistance may leave messages with the help desk for response by the Service Support Centre during its scheduled hours of operation.

13.3 Service Performance Standards

13.3.1 The Parties recognize the importance of the Service operating in a manner satisfactory to Clients and the Province. The Service will operate in accordance with the performance standards set out in Appendix A for acceptance of the Service pursuant to Section 14.0 hereof. Further, Unisys will undertake periodic surveys of the Clients to ascertain their degree of satisfaction with the Service. The content and frequency of such surveys will be as agreed to by Unisys and the Province, with the results provided to the Province. All commercially reasonable and cost-justifiable measures will be undertaken to improve the Service where it is found not to be satisfactory by such surveys.

13.4 The Scheduled hours of operation of the Service and the Service Support Centre may be changed from time to time by a decision of the Management Committee pursuant to Article 19.0, without any amendment to this Agreement.
13.5 Any scheduled maintenance for the Service shall be undertaken outside of its scheduled hours of operation.

14.0 Acceptance of The Service

14.1 Unisys shall test the Service in accordance with performance standards described in Appendix “A” to ensure its availability for use by Clients as of Service Startup. Acceptance of the Service shall be undertaken in the manner described in subsection 19.4.

15.0 Responsibilities of the Parties

15.1 Unisys shall:

15.1.1 provide the Unisys System as such term is defined in the Access Agreement and provide Client access to the Service in the manner indicated in Appendix D;

15.1.2 undertake the work described in Appendix A to transform the Registry from a paper-based system to an on-line electronic notice-based system;

15.1.3 provide a revenue management system to account for Client fees received by the Province. The revenue management system, at a minimum, shall consist of (i) the Client Account, (ii) the Provinces’ Clearing Account, (iii) the capacity for the transfer of funds into the Client Account by electronic funds transfer, electronic cheque, cheque, money order or credit card, (iv) a procedure for Clients to query the status of their payments into and from the Client Account and (v) a reconciliation of all transactions processed through the Client Account and the Provinces’ Clearing Account;

15.1.4 provide to the Registrar and Comptroller General, Treasury Board Secretariat, daily, monthly, quarterly and yearly management information reports describing the number of Client Transactions by type, and the Client Fees resulting from such transactions, and monthly performance reports relating to operational performance standards similar to those outlined in Appendix E;

15.1.5 conduct training for designated representatives of the Province on the back-office functions of the Unisys System and applicable procedures;

15.1.6 provide software to Clients for installation on Client workstations, pursuant to a Software License Agreement between Clients and Unisys, to permit Client Transactions. All subsequent releases of such software required by Clients to undertake an Electronic Access to the Database will be provided at no additional charge to Clients;

15.1.7 provide administrative support prior to System Startup including testing of the Service, establishing Client Accounts and developing administrative information;

15.1.8 with respect to the establishment and operation of the Client Account, the funds contained therein are held in trust and Unisys is responsible for ensuring that the
appropriate amount(s) are transferred to the trust account defined herein as the Provinces’ Clearing Account upon completion of each Client Transaction and, with respect to the establishment and operation of the Provinces’ Clearing Account, Unisys shall be responsible for ensuring that the funds therein accurately reflect the number of Client Transactions and that the amounts are disbursed in accordance with instructions from the Province.

15.1.9 accept and disburse funds in respect of the Client Account and the Provinces’ Clearing Account as required including receipt of Client fees, transfers between accounts and payments to Unisys;

15.1.10 market the Service to prospective Clients;

15.1.11 provide Services to facilitate Electronic Access by Clients to the Database; and

15.1.12 undertake all other Unisys responsibilities described in the Access Agreement.

15.2 The Province shall:

15.2.1 instruct Unisys to accept and disburse funds in respect of the Client Account and the Provinces’ Clearing Account, as required, including the receipt of Client fees, transfers between accounts and payments to Unisys;

15.2.2 make the Database available to Clients in accordance with the terms and conditions of the Client Agreement;

15.2.3 cooperate with Unisys, as specified in Appendix A, in the transition of the Registry from a paper-based system to an electronic on-line notice-based system;

15.2.4 permit Unisys to use applicable Province name(s), mark(s) and logo(s) to promote the Service to potential Clients and use the Database for demonstration of the Service to potential Clients. Unisys shall obtain the approval of the Province for each specific representation of any Province name(s), mark(s) and logo(s);

15.2.5 make appropriate representatives available for training by Unisys as specified in 15.1.6;

15.2.6 develop procedures with Unisys for ongoing access by Unisys to the Database for the provision of Client support;

15.2.7 establish and staff a position to be known as the Registrar of Personal Property (the “Registrar”), or its equivalent, to act as the Province’s point of contact with Unisys for all matters associated with the operation of the Registry;
15.2.8 ensure that the Newfoundland *Personal Property Security Act* and Regulations permits the continued operation of the Service;

15.2.9 respond to and attempt to resolve all Service support issues forwarded by Unisys to the Province with respect to legislation, government policy and Database content;

15.2.10 advise Unisys in a timely manner of any scheduled periods of non-operation of the Registry office; and

15.2.11 ensure unimpeded Client access to and use of the Service, subject to any applicable limitations and disclaimers in the Client Agreement.

15.3 xwave

15.3.1 Unisys and the Province acknowledge and agree that xwave’s powers and responsibilities hereunder shall be limited to those set out in the Agency Agreement, and that the contractual obligations of the Province hereunder shall be the sole responsibility of the Province in its own capacity. Unisys and the Province hereby release xwave from any claims relating to the performance of the Province’s obligations under this Agreement.

16.0 Province Contact Person(s)

16.1 The Registrar shall be the Province contact person for resolution of issues relating to the operation of the Registry.

17.0 Client Support

17.1 The process for resolution of Client support requests shall be as described in Article 13.0.

18.0 Third Party Software Restrictions

18.1 Restrictions with respect to third party software are as stated in Article 10.2.

19.0 Management Committee

19.1 There shall be a Management Committee, consisting of:

(a) The Registrar;

(b) Director, Client Services for xwave;

(c) Province legal counsel;
(d) Unisys Product Manager;

(e) Unisys Business Development Manager.

19.2 Unisys Business Development Manager shall chair meetings of the Management Committee. The members of the Management Committee may delegate their responsibilities, including their attendance at meetings, to others and the parties may substitute other members of their respective organizations as members of this committee.

19.3 The Registrar and Unisys Project Manager (during Service implementation) and Unisys Product Manager (during Service operation), shall report to the Management Committee for purposes related to the performance of the work under this Schedule and of the Service. They shall attend all meetings of the Management Committee.

19.4 The Management Committee shall meet as frequently as its members deem appropriate, but not less frequently than quarterly. Decisions of the Management Committee, to be effective, must be unanimous. For greater certainty, during the transition period as defined in s. 75 of the Personal Property Security Act, SN 1999, c.P-7.1, the Management Committee shall be solely responsible for determining the acceptability of the system and the approval of funds for the payment of Services relating to the transition from a paper-based registry to an on-line registry system. Matters which cannot be resolved may be dealt with in accordance with the Dispute Resolution provision of the Access Agreement.

20.0 Other Provisions

This Agreement and the obligations and undertakings of the parties to it are subject to the requirements of the Financial Administration Act, RSN 1990, c.F-8.

All notices required pursuant to the Agreement shall be delivered by hand to the party for which it is intended, sent by telex, fax, telegram or similar form of transmitted message or sent by prepaid courier directed to such party at the address indicated below, or at such other address as either party may stipulate by notice to the other. Any notice delivered by hand or prepaid courier shall be deemed to be received on the date of actual delivery thereof. Any notice so sent by telex, telegram or similar form of transmitted message shall be deemed to have been received on the next day following transmission.

The Government of Newfoundland and Labrador
Department of Government Services and Lands
Registrar of Personal Property
P.O. Box 8700
St. John’s, Newfoundland
A1B 4J6
X wave Solutions Inc.
40 Higgins Line
P.O. Box 13543
St. John's, Newfoundland
A1B 4B8
Attention: Director of Client Services - Public Sector Account

Unisys Canada Inc.
CIBC Building, Suite M104
1809 Barrington Street
Halifax, Nova Scotia
B3J 3K8
Attention: Business Development Manager

Agreed to and accepted:

By Unisys Canada Inc.

By: [Signature]

Date: 99/09/20

By: [Signature]

Date: 99/09/17

By Xwave Solutions Inc. as appointed agent and on behalf of the Province

By: [Signature]

Date: 1999-09-17

Section 40(1)
Potential copyright material

If you wish to obtain a copy please contact the ATIPP Office at (709) 729-7072 or atippoffice@gov.nl.ca.
Schedule 4 to the Access Services Agreement

Between

Unisys Canada Inc. ("Unisys")

And

Her Majesty the Queen in Right of the Province of Newfoundland and Labrador (the "Province")

Whereas, Unisys, Xwave Solutions Inc., ("Xwave") and the Province entered into Schedule 3 to the Atlantic Canada On-line Access Services Agreement between Unisys and the Province, effective May 10, 2003, for Unisys to facilitate the provision of electronic, on-line, real-time access to the electronic files of the Province which comprise the Personal Property Registry;

And Whereas, Schedule 3 is to expire effective April 30, 2009, and the parties have agreed that Unisys is to continue to facilitate the provision of electronic, on-line, real-time access to the Personal Property Registry by means of a new Schedule to the Atlantic Canada On-line Access Services Agreement;

And Whereas, the Province exercised its right under subsection 4.2 of Schedule 3 and removed Xwave as a party such that the only parties to the new Schedule are Unisys and the Province;

Now therefore, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Province and Unisys agree as follows:

1.0 Database Identification

1.1 This Schedule sets forth the terms and conditions for Unisys to facilitate the provision of electronic, on-line, real-time access to the electronic files of the Province that comprise the Personal Property Registry.

1.2 Except as otherwise stated in this Schedule, the provision of the Service shall be governed by the terms and conditions of Master Strategic Alliance Agreement between the Provinces of New Brunswick, Newfoundland and Labrador, Nova Scotia, Prince Edward Island and Unisys, dated May 10, 1996, and the Access Services Agreement thereto between Unisys and the Province, as amended by the Access Services Amending Agreement. Subject to the definitions herein, the defined terms in the Master Strategic Alliance Agreement and the Access Services Agreement shall have the same meaning when used in this Schedule.
2.0 Definitions

The following terms will have the meaning ascribed to them below, unless otherwise stated hereunder.

2.1 "Access Services Agreement", means the Access Services Agreement executed by the Province and dated April 9, 1998 and executed by Unisys and dated March 30, 1998, as amended by the Access Services Amending Agreement;

2.2 "Agreement" means this Schedule, inclusive of Appendices hereto, the Master Strategic Alliance Agreement and the Access Services Agreement between the Province and Unisys;

2.3 "Appendix “A” means the Client Fees payable by Clients to the Province for use of the Service;

2.4 "Application Solution", means the Base Software and Modified Software licensed by Unisys from the New Brunswick Geographic Information Corporation (now known as Service New Brunswick) as defined in the Software License and Development Agreement between Unisys and Service New Brunswick dated March 31, 1997;

2.5 "Business Day” means Monday through Saturday, excluding such holidays as may be determined by the Management Committee;

2.6 "Client”, means those individuals or entities authorized by the Province to have Electronic Access to the Database;

2.7 "Client Account” means the account established by Unisys on behalf of the Province to receive deposits from Clients;

2.8 "Client Agreement “means the contract between the Province and a Client for Electronic Access to the Database;

2.9 "Client Support Centre” means the operation, including personnel and processes, established by Unisys to provide assistance to Clients in their obtaining Electronic Access to the Database. The operation of the Client Support Centre is more fully described in subsection 13.2 of this Schedule.

2.10 "Client Transaction” means a single Electronic Access by a Client to effect a Database registration, search, update, discharge of interest, input or information retrieval;

2.11 “Database” means the electronic files of the Province which comprise the Personal Property Registry to which Clients may be granted access by the Province;
2.12 “Electronic Access”, means on-line, real-time, access to the Database;

2.13 “Inter-Jurisdictional Operations Committee”, means the committee described in Section 19.0 and comprised of representatives from Unisys, the provinces of Newfoundland and Labrador, New Brunswick, Prince Edward Island and Nova Scotia, and the Northwest Territories and Nunavut;

2.14 “licensors”, as mentioned to in subsection 3.2, means any third party provider of software to Unisys, or to the Province on Unisys behalf, under this Agreement. For purposes of clarification the term does not include Unisys.

2.15 “Management Committee” means the committee described in Section 18.0 to monitor the performance of this Agreement;

2.16 “Project Team” means the representatives of Unisys and the Province who have been assigned by their respective organizations to perform the tasks specified in this Agreement;

2.17 “Parties”, means Unisys and the Province and “Party” means one of them as the context requires;

2.18 “Province’s Clearing Account” means the account set up by Unisys on behalf of the Province for the receipt by the Province of Client fees from the Client Account;

2.19 “Registry” means the Personal Property Registry of the Province;

2.20 “Service” means the facilitation by Unisys of the provision to Clients of Electronic Access to the Database for purposes including, but not limited to, registration, information retrieval, search, update and discharge of interest, input and information retrieval during the term of this Agreement;

2.21 “Unisys System” means the combination of information processing and telecommunications equipment, software and associated tables, acquired and developed by Unisys for provision of the Service. The Unisys System includes components developed to provide access to the Application Solution.

2.22 “vendor” as mentioned to in subsection 3.2, means any third party provider of computer equipment or components to Unisys, or to the Province on Unisys behalf, under this Agreement. For purposes of clarification the term does not include Unisys.

3.0 Agreement

3.1 The Province retains Unisys to facilitate the provision of the Service to Clients, on behalf of the Province, for the compensation described in section 9.0 below. The
Parties shall undertake their prescribed obligations in accordance with the terms and conditions of the Agreement. Clients shall contract directly with the Province for the Service.

3.2 In undertaking its obligations, Unisys shall ensure that the technology comprising the Unisys System meets industry-standard computing and networking requirements, including the use of commercial computing and network products supported by the vendor and the deployment of third party software at version levels supported by the licensors.

4.0 Term

4.1 Subject to subsection 4.2, and provided only that neither Party is in material breach of any of its obligations hereunder the consequence of which the party not in material breach has terminated this Schedule for breach of contract, this Schedule shall be in effect from May 1, 2009, to April 30, 2014 and, thereafter, shall automatically continue, in accordance with the same terms and conditions, for an additional three (3) year period until April 30, 2017.

4.2 Either Party may provide written notification to the other Party at least twelve (12) months prior to the end of the initial five (5) year term (i.e., written notification by April 30, 2013), of its decision to terminate this Schedule at the end of the initial five (5) year term. Failure to provide such written notification shall result in its automatic renewal for an additional three (3) year period as prescribed in subsection 4.1.

4.3 Upon termination of this Schedule, Unisys shall return to the Province all Province data and documentation in its possession for purposes of providing the Service. This will include all Database content and reports related to Province registration and searches. Unisys will also return a copy of any Client information in its possession. The data will be returned in a standard data interchange format suitable for import into a relational database. To facilitate this transference, Unisys will provide Database documentation and a data dictionary. By written instruction from the Province Unisys shall destroy any Province data in its possession and certify having done so in writing.

5.0 Scope of Database Access

5.1 Clients shall be granted access to the Database for such purposes as information retrieval, search, input, update and discharge of interest.

5.2 Unisys shall not disclose, or otherwise use or access, any Database information, except as provided or required under this Agreement or any other agreement between the Parties.
5.3 The Registrar of Personal Property for the Province ("Registrar"), or the Registrar's designate(s), shall not be considered Clients for their use of the Service, for the purpose of administration of the Newfoundland and Labrador Personal Property Security Act and its Regulation.

6.0 Bulk Transfer of Data

6.1 Clients shall not use the Service to retrieve information from the Database in bulk, without the written permission of the Registrar or the Registrar's designate.

7.0 Security Requirements

7.1 The Client Agreement, where applicable, shall include provisions restricting use of the Service to specified personnel of the Client by means of passwords and other forms of unique identification.

8.0 Privacy and Confidentiality Legislation, Regulation and Policies

8.1 All Client personal information as that term is defined in the Access to Information and Protection of Privacy Act SNL 2002 c. A-1.1 (as amended) or any other applicable legislation (whether federal or provincial), including credit card identification, shall be deleted from the Unisys System within the time period(s) stipulated by the Management Committee.

8.2 Unisys shall not disclose or otherwise use any Database information or Client information, whether personal information or otherwise, except as permitted or required under this Agreement.

8.3 This Agreement and any disclosure of personal information hereunder is subject to and shall be made in accordance with the provisions of the Access to Information and Protection of Privacy Act SNL 2002 c. A-1.1 (as amended).

8.4 Unisys shall only collect and use personal information as is necessary for the performance of Unisys obligations under this Agreement.

8.5 Unisys shall protect personal information by making reasonable security arrangements against risks such as tampering, theft, sabotage, unauthorized access, collection, use, disclosure and disposal. The Parties agree that what are reasonable security arrangements will be proportionate to the sensitivity and nature of the personal information and will be based on recognized industry standards, where applicable. Financial information is presumptively highly sensitive.

8.6 Except as required to permit access to the Database by Clients pursuant to subsection 5.1, and for purposes of accommodating the use of credit cards by Clients and Unisys normal email traffic as set out in subsection 8.7, Unisys shall
not disclose or permit the storage, copying or access to personal information in any manner outside Canada, or to or by a foreign or foreign controlled entity.

8.7 The Parties acknowledge that certain Client personal information may be disclosed and stored outside Canada in processing credit card transactions as part of a Client Transaction, and as part of Unisys normal email traffic, whereby the contents of such messages may be stored in servers the United States. More generally, the treatment of credit card data by Unisys will comply with the applicable standards of the Canadian Payment Card Industry Data Security Standards ("PCI DSS").

8.8 Unisys shall comply with privacy legislation and regulations of the Province in regard to the treatment of Client personal information, as well as any applicable Province policies regarding privacy and confidentiality brought to its attention by the Province from time to time.

8.9 Unisys shall take all commercially reasonable measures to ensure that its contractors and agents comply with the obligations pursuant to this Agreement. Unisys agrees and acknowledges that a breach of this Agreement by its contractors or agents shall be treated as if Unisys had committed the breach itself.

8.10 Unisys shall immediately notify the Province verbally, and subsequently confirm in writing, of any actual or attempted tampering, theft, sabotage, or unauthorized collection, use, storage, access or disclosure of personal information.

8.11 Unisys shall immediately notify the Province Commercial Registration Division of the Department of Government Services, in writing, of any subpoena, warrant, order, demand or request that is from a foreign court, an agency of a foreign state or another authority outside Canada, which is being made for the disclosure of personal information held by or accessible to Unisys. Delivery of the notice shall be made by rush courier to the Commercial Registration Division of the Department of Government Services.

8.12 Unisys shall institute and prosecute proceedings to resist and challenge any subpoena, warrant, order, demand or request referred to in subsection 8.11.

9.0 Charges and Payment Terms

9.1 The Province shall determine a schedule of fees to be paid by Clients for Electronic Access to the Database, which fees are described in Appendix ‘A’. In the event that the Province changes this schedule of fees, it shall so advise Unisys in writing, and sufficiently in advance to permit Unisys to modify the fee structure under which Electronic Access is granted.
9.2 At daily intervals, Unisys shall transfer funds from the Client Account to the Province’s Clearing Account and from the Province’s Clearing Account to such other account(s) of the Province as the Province may designate from time to time.

9.3 There shall be added to all fees and other charges an amount equal to all Federal and Provincial, or harmonized, sales taxes or similar taxes which the Province determines Unisys is required to collect.

9.4 The Province shall provide all information and otherwise cooperate fully with Unisys to permit Unisys to fulfill its obligations with respect to the collection and remittance of all taxes.

9.5 As consideration for facilitating the provision of the Service, the Province shall pay Unisys:

9.5.1 the sum of $32,316 per month, on the first day of each month, commencing May 1, 2009 and terminating April 30, 2012; the sum of $35,548 per month, on the first day of each month, commencing May 1, 2012 and terminating April 30, 2015; and the sum of $39,102 per month, on the first day of each month, commencing May 1, 2015 and terminating April 30, 2017.

9.5.2 Credit Card Transaction Fees as follows:

i) Internet Credit Card Transaction Fee: A fee of $0.25 per credit card transaction that covers the per transaction costs charged to Unisys by the payment gateway for authorization, settlement and credit processing activities, and associated ACOL costs;

ii) Internet Credit Card Refund Fee: A fee of $12.45 per refund occurrence for processing internet credit card refunds where the Province directs Unisys to issue a refund of the Province Fees (or a portion thereof) to the Client; and

iii) Credit Card Investigation Fee: A fee of $36.75 per occurrence for undertaking internet credit card investigations on behalf of the Province. A credit card investigation will be deemed to occur when the credit card merchant bank has informed Unisys that the Client has disputed payment of the Province Fee after authorization has been received.

The credit card transaction fees described above shall not be payable to Unisys if they arose from the fault or negligence of Unisys in providing the Service to the Client.

9.5.3 the merchant fees and all other credit card usage related charges arising from the use of credit cards by Clients.
9.6 In the event that the Province exercises its right under subsection 4.2 to terminate this Schedule effective April 30, 2014, the Province shall pay to Unisys the sum of $93, 316, plus applicable taxes. Payment of this amount shall be due on or before April 30, 2014.

10.0 Disclaimer of Warranties and Liabilities

10.1 Ameritech, licensor to Unisys of certain software for the Unisys System, shall not have nor be deemed to have any contractual relationship with the Province, Clients or any third party as a result of this Schedule. Ameritech shall have no liability to the Province, Clients or third parties for the performance or nonperformance of its software or other products or services.

10.2 Except as provided in the Master Strategic Alliance Agreement or the Access Services Agreement, neither Party makes any warranty, express or implied, by operation of law or otherwise, including any warranties of merchantability or fitness for a particular purpose. The Province makes no warranty as to the accuracy or completeness of any information or data in the Database, which disclaimer will be included in the Client Agreements.

11.0 Restrictions on Client Use or Disclosure of Database Information

11.1 Clients shall be restricted in their access to the Database and use of the information obtained thereby in accordance with the provisions of the Client Agreement and the provision of unique identification numbers to each authorized user of the Service, and/or the terms and conditions the acceptance of which is required by Clients for on-line access to the Database.

12.0 Bilingual Requirements

12.1 There are no bilingual requirements.

13.0 Service levels

13.1 Hours of Service Availability

13.1.1 The scheduled hours of Service availability, except only for lien check Service, shall be from 8:00 A.M. to 9:30 P.M. Newfoundland and Labrador time during Business Days. This availability of the Service to Clients shall apply to all Client Transactions conducted remotely. For Client’s accessing the Service from a Province location, the hours of availability of the Service will be coincident with its hours of operation. For lien check Service the hours of availability shall be twenty-four (24) hours per day, Monday through Sunday with the exception of a maintenance outage from 00:00 A.M. to 12:00 P.M. on Sundays.

13.1.2 The scheduled hours of operation of the Service may be changed from time-to
time by the Management Committee without any required amendment to this Schedule.

13.1.3 Any required scheduled maintenance for the Service will be undertaken outside of the scheduled hours of operation.

13.2 Hours of Client Support Centre Operation

13.2.1 The scheduled hours of operation of the Client Support Centre shall be from 8:00 A.M. to 9:30 P.M., Newfoundland and Labrador time, Monday through Fridays, except for recognized holidays as determined by the Management Committee. During the hours and days that the Client Support Centre is not in operation, Clients requiring assistance may leave messages with the help desk for response by the Client Support Centre during its schedule hours of operation.

13.2.2 The scheduled hours of operation of the Client Support Centre may be changed from time-to-time by a decision of the Management Committee without any required amendment to this Schedule.

13.3 Hours of Unisys Business Office Operation

The scheduled hours of operation of the Unisys business office are 8:30 A.M. to 5:00 P.M. Atlantic time, Monday through Fridays, except for Province recognized holidays.

13.4 Service Review and Performance Standards

13.4.1 The Parties agree to the development of key service delivery processes, objectives and measurements. These objectives will be set out in an agreed-to Service Level document and will reflect the historical performance of the Service. The Service Level document will be drafted by Unisys and submitted to the Inter-jurisdictional Operations Committee for review and comment, after which it will be submitted to the Management Committee described in section 18.0 for formal approval. The first draft of the Service Level document is targeted for submission by Unisys to the Inter-jurisdictional Operations Committee within thirty (30) days from the completion and execution of all Schedules for the Service by the provinces comprising Atlantic Canada On-line. The Service Level document will be a “living document”, subject to annual review and, if agreed, revision by the Management Committee upon recommendations to do so by the Inter-jurisdictional Operations Committee.

The Service Level document will include a summary description of such matters as: Service level management and reporting, Service desk functions, incident management, problem management, system and software change management, release management, availability management, capacity management, business continuity management and security management.
The Service Level document will also define Service delivery objectives and measurements, such as financial reporting, online services availability, response and recovery for Service outages (including disaster conditions) and Client support.

13.4.2 The Service delivery objectives and measurements developed under subsection 13.4.1 will form the basis of a formal review of the Service. The review shall be undertaken at the option of the Province on or about the third and sixth anniversaries of this Schedule (May 1, 2012 and May 1, 2015, respectively). The Province shall provide at least ninety (90) days written notification of its decision to proceed with the review to Unisys, after which the Parties will determine a mutually agreeable time and schedule of actions for the review. The review will be undertaken in conjunction with any other provincial or territorial jurisdiction(s) that have also notified Unisys of their intention to do so.

13.5 Business Continuity and Disaster Plan

Unisys will draft a Business Continuity and Disaster Recovery Plan describing business continuity risks for the Service with planned responses, preparations and action plans. The document will be submitted to the Inter-jurisdictional Operations Committee for review and comment after which it will be submitted to the Management Committee described in section 18.0 for formal approval. The first draft of this document is targeted for submission by Unisys to the Inter-jurisdictional Operations Committee within thirty (30) days from the completion and execution of all Schedules for the Service by the provinces comprising Atlantic Canada On-Line. The Business Continuity and Disaster Recovery Plan will be a “living document” subject to annual review and, if agreed, revision by the Management Committee upon recommendations to do so by the Inter-jurisdictional Operations Committee.

14.0 Responsibilities of the Parties

14.1 Unisys shall:

14.1.1 provide the Unisys System for the Service, including the database server, its operation environment, management of the environment, network facilities and the requisite software;

14.1.2 facilitate the provision of the Service by the Province to Clients;

14.1.3 provide a revenue management system to account for Client fees received by the Province. The revenue management system, at a minimum, shall consist of: (i) a Client Account to receive initial deposits from Clients, (ii) a Province Clearing Account for receipt by the Province of Client fees from the Client Account upon completion of a Client Transaction, (iii) the capacity for the transfer of funds into
the Client Account by Clients by Electronic funds Transfer, Electronic Cheque, Cheque, Money Order or Credit Card, (iv) a procedure for Clients to query the status of their payments into and from the Client Account, and (v) a reconciliation of all transactions processed through the Client Account and the Province Clearing Account;

14.1.4 provide, as required, software to Clients for installation on the Client’s workstation to permit Client Transactions pursuant to a software license between the Client and Unisys;

14.1.5 on behalf of the Province, establish and operate, with a financial institution selected by the Province, such accounts as it deems necessary including, without limitation, the Client Account and the Province Clearing Account;

14.1.6 accept and disburse funds in respect of the Client Account and the Province Clearing Account as required including receipt of Client fees, transfers between the accounts and payments to Unisys; and

14.1.7 work with the Province in a constructive and timely manner to enhance Client satisfaction and, more generally, the success of the Service.

14.2 The Province shall:

14.2.1 instruct Unisys to accept and disburse funds in respect of the Client Account, and the Province Clearing Account, as required, including the receipt of Client fees, transfers between accounts and payments to Unisys;

14.2.2 as applicable, permit Client access to the Database in accordance with the terms and conditions of the Client Agreement or, where there is no Client Agreement, in accordance with any other terms and conditions the Province may require;

14.2.3 maintain procedures for ongoing access to the Database by Unisys for the provision of Client support;

14.2.4 respond to and attempt to resolve all second and third level Service support issues forwarded by Unisys to the Province with respect to legislation, policy and Database content;

14.2.5 maintain and staff a position known as the Registrar of Personal Property ("Registrar"), or its equivalent, to act as the Province point of contact with Unisys for all matters associated with the operation of the Registry;

14.2.6 maintain the Personal Property Security Act and Regulations to permit the continued operation of the Service.

14.2.7 advise Unisys in a timely manner of any scheduled periods of non-operation of
the Registry; and

14.2.8 work with Unisys in a constructive and timely manner to enhance Client satisfaction and, more generally, the success of the Service.

15.0 Province Contact Person(s)

15.1 The Registrar shall be the Province contact person authorized to speak on behalf of the Province.

16.0 Client Support

16.1 Client support requests shall be dealt with by the Client Support Centre and the problem resolution services which support its operation.

17.0 Third Party Software Restrictions

17.1 Restrictions with respect to third party software are as stated in Article 10.0.

18.0 Management Committee

18.1 There shall be a Management Committee, consisting of the:

(a) Director of Commercial Registrations Division;

(b) Province’s legal counsel; and

(c) Two Unisys designated Managers

18.2 The Unisys Service Manager, and any other representatives of the Province or Unisys at the request of the Management Committee, shall report to the Management Committee for purposes related to the performance of the Service.

18.3 The Management Committee shall meet as frequently as the Parties agree but, in any event, not less frequently than annually. All decisions of the Management Committee must be unanimous. Matters which cannot be so resolved may be dealt with in accordance with the Dispute Resolution provision in the Access Services Agreement.

18.4 The members of the Management Committee may delegate their functions, including attendance at meetings of the Management Committee, to others, and the Parties may substitute other officials of the respective organizations as members of the Management Committee.
19.0 Inter-jurisdictional Operations Committee

19.1 In recognition that the Service provided by Unisys to the Province is also provided by Unisys to the other provinces comprising Atlantic Canada On-Line, as well as the Northwest Territories and Nunavut, an Inter-jurisdictional Operations Committee has been established with membership from each of these jurisdictions and Unisys. The general purpose of this committee is to ensure the harmonization and continued efficiency of the Service across the jurisdictions. A more refined statement of its terms of reference consistent with this general purpose statement will be developed by the parties.

20.0 Other Provisions

20.1 Unisys may assign the payments it receives for facilitating the provision of the Service to a third party financial institution. In so doing, it shall provide all requisite information to the Province in regard to the identity of the financial institution.

Agreed to and accepted:

By Unisys Canada Inc.

Her Majesty the Queen in Right of the Province of Newfoundland and Labrador ("the Province")

By: __________________________

By: __________________________

Date: February 26, 2001

Date: Feb 15/09

Section 40(1)
## Appendix A

### Client Fees

<table>
<thead>
<tr>
<th>Transaction Type</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Search</td>
<td>$10.00 per search</td>
</tr>
<tr>
<td>Registrations</td>
<td></td>
</tr>
<tr>
<td>Initial registration fee</td>
<td>$20.00</td>
</tr>
<tr>
<td>plus for each additional year</td>
<td>$ 7.00</td>
</tr>
<tr>
<td>(max. 25 yrs), or</td>
<td></td>
</tr>
<tr>
<td>Indefinite registration</td>
<td>$500.00</td>
</tr>
<tr>
<td>Registration Amendment</td>
<td>$10.00 per amendment</td>
</tr>
<tr>
<td>Discharge</td>
<td>$10.00 per discharge</td>
</tr>
</tbody>
</table>
Amendment No. 1

to
Schedule 4
to the
Access Agreement
between
Unisys Canada Inc. ("Unisys")
and
Her Majesty the Queen in Right of the Province of
Newfoundland and Labrador (the "Province")
dated respectively February 26, 2009 and February 15, 2009 ("Schedule 4")

Whereas Schedule 4 sets out the terms and conditions for the implementation and operation of those databases of the Province identified in section 1.0 of Schedule 4;

And Whereas Unisys wishes to amend Schedule 4 to modify Section 8.0 Privacy and Confidentiality Legislation, Regulation and Policies, or more specifically replace subsections 8.6 and 8.7;

Now Therefore, in consideration of the premises, covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Province and Unisys agree as follows:

Article 1.0 A replacement for subsections 8.6 and 8.7

8.6 Except as required to permit access to the Database by Clients pursuant to subsection 5.1, and for purposes of accommodating the use of credit cards by Clients, Unisys normal email traffic and ACOL 1-800 voicemail messages as set out in subsection 8.7, Unisys shall not disclose or permit the storage, copying or access to personal information in any manner outside Canada, or to or by a foreign or foreign controlled entity.

8.7 The Parties acknowledge that the following Client personal information may be disclosed and stored outside Canada: Client personal information in processing credit card transactions as part of a Client Transaction; Client personal information as part of Unisys normal email traffic whereby the contents of such messages will be stored in servers in the United States and/or Canada; and, Client personal information left in voicemail messages on the ACOL 1-800 Client Support Centre number whereby the contents of such messages will be stored in servers in Sydney, Australia with backup locations in Eagan, Minnesota or Salt Lake City, Utah, United States. More generally, the treatment of credit card data by Unisys will comply with the applicable standards of the Payment Card Industry Data Security Standards ("PCI DSS").

Article 2.0 Entire Agreement

2.1 Except only as described in Article 1.0 above, the provisions of the Schedule 4 shall remain in full force and effect.
The parties have caused this Amendment to Schedule 4 to be executed by their duly authorized officials effective on signing.

Unisys Canada Inc.

by: __________________________

______________________________
(print or type)

title: __________________________
date: __________________________

Her Majesty the Queen in Right of the Province of Newfoundland and Labrador (the “Province”)  

by: __________________________

______________________________
(print or type)

title: __________________________
date: __________________________
December 21, 2016

Service NL
Attn: Dean Doyle
59 Elizabeth Avenue
P.O. Box 8700
St. John’s, NF
A1B 4J6

SUBJECT: Amendment 2 to Schedule 4 to the Access Agreement

Dear Mr. Doyle,

Enclosed please find the fully executed copy of Amendment 2.

If you have any questions, please contact your Account Executive or myself.

Yours Truly,

[Redacted]
Amendment No. 2
to
Schedule 4
to the
Access Agreement
between
Unisys Canada Inc. ("Unisys")
and
Her Majesty the Queen in Right of the Province of
Newfoundland and Labrador (the "Province")
dated respectively February 26, 2009 and February 15, 2009 ("Schedule 4")

Whereas Schedule 4 sets out the terms and conditions for the implementation and operation of those databases of the Province identified in section 1.0 of Schedule 4;

And Whereas Unisys wishes to amend Schedule 4 to modify Section 4.0 Term, or more specifically add subsection 4.4 and modify Section 9.0 Charges and Payment Terms, or more specifically add subsections 9.5.4 and 9.7;

Now Therefore, in consideration of the premises, covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Province and Unisys agree as follows:

Article 1.0 Addition of subsections 4.4

4.4 In addition to the term as defined in 4.1 of this Agreement an additional one (1) year period until April 30, 2018 is added, a one (1) year contract extension.

Article 2.0 Addition of subsections 9.5.4 and 9.7

9.5.4 for services under this Agreement: the sum of $39,102.00 per month on the first day of each month commencing May 1, 2017 and terminating April 30, 2018.

9.7 provide up to $250,000 (Newfoundland and Labrador’s portion 24% or $59,601) in customization services as approved by the Inter-jurisdictional Operations Committee and Unisys at no additional charge to fees found in subsection 9.5 of this Agreement as amended.

Customization services selection must be agreed to in writing by the six original PPRS clients and Unisys within three months of the final jurisdiction signing their amendment.

RECEIVED
DEC 30 2016
REGISTRY OF COMPANIES
Article 3.0   Entire Agreement

2.1 Except only as described in Article 1.0 and Article 2.0 above, the provisions of the Schedule 4 and Amendment 1 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to Schedule 4 to be executed by their duly authorized officials effective on signing.

Unisys Canada Inc.

by:  

Section 40(1) Her Majesty the Queen in Right of the Province of Newfoundland and Labrador (the "Province")

by:  

SEAN DUTTON  
(print or type)

title: DEPUTY MINISTER, SERVICE NL  
date: DECEMBER 5, 2016
Amendment No. 3

to

Schedule 4

to

the

Access Agreement

between

Unisys Canada Inc. ("Unisys")

and

Her Majesty the Queen In Right of the Province of

Newfoundland and Labrador (the "Province")

dated respectively February 26, 2009 and February 15, 2009 ("Schedule 4")

Whereas Schedule 4 sets out the terms and conditions for the implementation and operation of those databases of the Province identified in section 1.0 of Schedule 4;

And Whereas Unisys wishes to amend Schedule 4 to modify Section 4.0 Term, or more specifically add subsection 4.5 and modify Article 9.0 Charges and Payment Terms, or more specifically add Subsection 9.5.5;

Now Therefore, in consideration of the premises, covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Province and Unisys agree as follows:

Article 1.0 Addition of subsections 4.5

4.5. In addition to the term as defined in 4.1 and 4.4 of this Agreement an additional two (2) month period until June 30, 2018 is added, a two (2) month contract extension.

Article 2.0 Addition of Subsection 9.5.5

9.5.5 For services under this Agreement: the sum of $39,102.00 per month on the first day of each month commencing May 1, 2018 and terminating June 30, 2018.

Article 3.0 Entire Agreement

3.1 Except only as described in Article 1.0 and Article 2.0 above, the provisions of the Schedule 4 and Amendment 1 and Amendment 2 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to Schedule 4 to be executed by their duly authorized officials effective on signing.

Unisys Canada Inc.

by: [Signature]

title: [Title]

date: 2018-05-07

Her Majesty the Queen in Right of the Province of Newfoundland and Labrador (the "Province")

by: [Signature]

title: DEPUTY MINISTER, SERVICE NL

date: MAY 2, 2018