



Response to Applicant – Full Disclosure  
Form 4A

November 18, 2021

Re: Your request for access to information under Part II of the **Access to Information and Protection of Privacy Act, 2015** [Our File # 2021-24]

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On October 18, 2021, the Town of Paradise received your request for access to the following records/information:

*“I would like to request a copy of the contract for the new Town of Paradise website and all associated costs, and service agreements for maintenance. I would like to see this information by email in adobe form.”*

I am pleased to inform you that a decision has been made by the ATIPP Coordinator for the Town of Paradise to provide access to the requested information. In accordance with your request for a copy of the records, the appropriate copies have been enclosed.

Please be advised that you may ask the Information and Privacy Commissioner to review the processing of your access request, as set out in section 42 of the Access to Information and Protection of Privacy Act, 2015 (the Act). 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.

The address and contact information of 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 within 15 business days after you receive the decision of the public body, pursuant to section 52 of the Act.

If you have any further questions, please feel free to contact me by telephone or email.

Sincerely,

*Corey Smith*

for

Terrilynn Smith  
ATIPP Coordinator

### Professional Terms and Conditions

eSolutionsGroup Limited ("eSolutions") and Client agree that any professional services performed by eSolutions for Client relating to the scope of work (as set forth in the attached proposal and defined herein as the "**Work**", but excluding website hosting services which are bound by separate terms and conditions) will be on the following standard terms:

1. **Payment.** Invoices for services rendered will be issued as per agreed upon milestones. Amounts due will be increased at the rate of 1 1/2 percent per month, or the highest rate permitted by applicable law, whichever is less, after 30 days. eSolutions reserves the right, without penalty, to discontinue services in the event of non-payment of undisputed amounts.
2. **Insurance.** eSolutions maintains statutory workers' compensation insurance, technology errors and omissions, and general liability insurance which eSolutions deems adequate. Certificates of insurance showing Client as certificate holder shall be provided on request.
3. **Reliance.** eSolutions' services are solely for Client's benefit and may not be relied upon by any third party without eSolutions' express written consent. Any use, change, or distribution of the Work without the written consent of eSolutions shall be at Client's risk and will not give rise to liability of eSolutions.
4. **Standard of Care.** eSolutions shall perform the Work in the manner consistent with the level of care and skill ordinarily exercised by other professional firms acting under similar circumstances and at similar times. eSolutions makes no other warranty, implied or expressed.
5. **Indemnity.** eSolutions shall indemnify and hold harmless Client for its services to the extent eSolutions' neglect or willful misconduct causes liability for the Client. Neither party shall be liable for any consequential loss, injury or damages suffered by the other party, including but not limited to loss of use, earnings, and business interruption.
6. **Limitation of Liability.** To the maximum extent permitted by law, eSolutions' liability and that of its employees, agents, directors, officers, and subcontractors to Client due to any negligent acts, errors or omissions, shall not exceed \$1,000,000, except as to damages resulting from the gross negligence or willful misconduct of eSolutions.
7. **Intellectual Property.** Client recognizes that eSolutions has ownership in existing intellectual property in its patents, proprietary systems, processes, analytical tools and methods ("**Existing Intellectual Property**"). Such Existing Intellectual Property has intrinsic value to eSolutions. eSolutions uses its Existing Intellectual Property in the provision of its services, and eSolutions may incorporate Existing Intellectual Property into the Work. Nothing contained herein shall grant Client, or any third party hired by Client, a license or right to use the Existing Intellectual Property other than as stated in this Agreement. In the course of performing the Work, eSolutions may develop new proprietary systems, processes, analytical tools and methods ("**Developed Intellectual Property**"). eSolutions shall grant a permanent, non-exclusive, royalty-free license to Client to use any Developed Intellectual Property without limitation.
8. **Confidentiality.** Client hereby agrees not to disclose to any third party any information which is designated as confidential by eSolutions, or which Client knows or has reason to know is a trade secret or confidential information of eSolutions, except with the express written consent of eSolutions. Client further agrees to use such diligence and care as required to avoid inadvertent disclosure of confidential information. Upon termination of this Agreement Client shall return or deliver to eSolutions all trade secret and confidential information in its possession.
9. **Termination.** eSolutions may terminate this Agreement for nonpayment or other default by Client. Client's obligations under this Agreement shall survive any such termination.
10. **Force Majeure.** In no event shall eSolutions or Client be responsible or liable for any failure or delay in the performance of their obligations hereunder arising out of or caused by, directly or indirectly, forces beyond their control, including, without limitation, pandemics, epidemics, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that eSolutions shall use commercially reasonable efforts to resume performance as soon as practicable under the circumstances.

These Terms and Conditions are hereby accepted this 25th day of February, 2021.

**Client Signature:**

Name of Company: Town of Paradise ("Client")

Per: \_\_\_\_\_

Title: \_\_\_\_\_

I have authority to bind the Corporation

## SCOPE OF WORK

eSolutions is pleased to provide the following costing for the new Town of Paradise website redesign. We are very flexible in our payment timeline options and will be happy to work with the Town to define what best suits your needs.

### WEBSITE DEVELOPMENT COSTS

DESCRIPTION	COST*
<b>Project kick-off and weekly meetings</b> <ul style="list-style-type: none"> <li>▪ Agenda and minutes provided by eSolutions</li> <li>▪ Touch base on timeline, deliverables</li> </ul>	\$21,500
<b>Design</b> Town to pick from an existing accessible template, eSolutions will update logo, colours, sitemap as part of the scope. Examples of templates: (many more available upon request) <ul style="list-style-type: none"> <li>▪ Town of Aurora (IN PROGRESS) <a href="http://preview.esolutionsgroup.ca/aurora/homepage_2b/index.html">http://preview.esolutionsgroup.ca/aurora/homepage_2b/index.html</a></li> <li>▪ Township of Hamilton <a href="https://www.hamiltontownship.ca/en/index.aspx#">https://www.hamiltontownship.ca/en/index.aspx#</a></li> <li>▪ New Tecumseth <a href="https://www.newtecumseth.ca/en/index.aspx">https://www.newtecumseth.ca/en/index.aspx</a></li> <li>▪ Trent Hills <a href="http://www.trenthills.ca">www.trenthills.ca</a></li> <li>▪ Cramahe <a href="https://www.cramahe.ca/en/index.aspx">https://www.cramahe.ca/en/index.aspx</a></li> <li>▪ Port Moody <a href="https://www.portmoody.ca/en/index.aspx">https://www.portmoody.ca/en/index.aspx</a></li> </ul>	
<b>Sitemap</b> <ul style="list-style-type: none"> <li>▪ Sitemap – Town of Paradise municipal site</li> <li>▪ eSolutions to provide a Draft based on our experience and review of the existing site</li> <li>▪ WebEx review of sitemap with eSolutions Information Architect</li> <li>▪ Revisions completed by eSolutions</li> <li>▪ Final Versions presented by eSolutions and approved by the Town</li> </ul>	
<b>Templates</b> <ul style="list-style-type: none"> <li>▪ Conversion of approved municipal and ecdev/tourism concepts to mobile responsive CSS following WCAG 2.0 AA guidelines for accessibility</li> <li>▪ Advanced Layout builder (for building of future unique layouts)</li> </ul>	
<b>Integration of encoded pages to i:Create CMS, modules included</b> <ul style="list-style-type: none"> <li>▪ Editor (copy and paste from word taking on CSS of new website)</li> <li>▪ Friendly URLs</li> <li>▪ News tool (integration with social media)</li> <li>▪ Emergency Banner</li> <li>▪ A-Z Services</li> <li>▪ Contact &amp; Staff Directory</li> <li>▪ Workflow</li> <li>▪ Photo Gallery</li> <li>▪ Poll Module</li> <li>▪ AChecker for accessibility</li> <li>▪ CASL-compliant subscription form</li> <li>▪ Password Policies</li> <li>▪ Page Subscriptions</li> <li>▪ Audit report listing user actions/changes</li> </ul>	

DESCRIPTION	COST*
<ul style="list-style-type: none"> <li>▪ Metadata Report listing metadata for each page</li> <li>▪ Unpublished Pages and Stale Content reports</li> <li>▪ Resource File Report</li> <li>▪ Statistics Report (showing number of pages, documents, and file size)</li> <li>▪ “View Changes” report</li> <li>▪ Feedback Form</li> <li>▪ Shared Content</li> <li>▪ Accordion Widget</li> <li>▪ Calendar</li> <li>▪ Parks and Facilities Module</li> <li>▪ Business Directory</li> </ul>	
<p><b>Elections 2021</b></p> <p>To achieve this requirement we recommend using our Reusable Landing Page (can be used for other specialized content in the future i.e. special events, tourism, ecdev, etc.) The landing page will be a sub-section of the Paradise site with different navigation (sitemap). Election information such as voter’s lists and results can be pulled into this section using iCreate.</p>	<p>\$8,500</p> <p>ATIPP Note: Elections Module (\$8,500) removed/ not purchased following Agreement</p>
<p><b>Integration with Pingstreet mobile app</b></p> <p>Paradise will require the following updates to Pingstreet before moving to the new iCreate site:</p> <ol style="list-style-type: none"> <li>1) History                         <ol style="list-style-type: none"> <li>a. HTML from a content page is scraped and brought into the app</li> <li>b. Historical locations uses the facility module</li> </ol> </li> <li>2) News</li> <li>3) Events</li> <li>4) Elections – this will point to the new Elections section of the website</li> </ol>	\$2,080
<p><b>Parks and Facilities Module</b></p> <p>To be migrated over as is and inserted in new design template</p>	\$1,260
<p><b>Business Directory</b></p> <p>To be migrated over as is and inserted in new design template</p>	\$2,280
<p><b>Testing and Compliancy Verification</b></p> <ul style="list-style-type: none"> <li>▪ Quality Assurance</li> <li>▪ Browser Testing</li> <li>▪ AODA / WCAG 2.0 AA Compliancy Testing</li> <li>▪ Colour Contrast Testing</li> </ul>	\$2,460
<p><b>Content</b></p> <ul style="list-style-type: none"> <li>▪ A script will be used to migrate content from existing site to new site within i:Create; Town of Paradise staff to complete any required formatting or editing following training</li> </ul>	\$3,280
<p><b>Training</b></p> <ul style="list-style-type: none"> <li>▪ i:Create CMS and Modules</li> <li>▪ 2 days via Microsoft Teams</li> <li>▪ Includes training manual and 90 days of free product support</li> </ul>	\$2,500
<p><b>GoLive Activities</b></p> <ul style="list-style-type: none"> <li>▪ Go Live tasks:                         <ul style="list-style-type: none"> <li>○ Analytics Activation</li> <li>○ Search Configuration and Activation</li> <li>○ DNS</li> <li>○ SSL</li> <li>○ Friendly URLs</li> </ul> </li> </ul>	\$800

DESCRIPTION	COST*
o Redirects	
<b>TOTAL</b>	<b>\$44,660.00</b>

\*Excludes applicable taxes

#### OPTIONAL ADD-ONS

The following items are just a few add-ons that the Town may be interested in for future consideration. Additional items have been included in **Appendix B** of the proposal as well.

DESCRIPTION	COST*
<b>Ecdev/Tourism Landing page – reusable template</b> <ul style="list-style-type: none"> <li>▪ Design and creation of landing page template to allow for future creation of ecdev/tourism sections of site or for other specialized content</li> <li>▪ Includes page setup, CSS and set up of sitemap and blank pages in iCreate</li> <li>▪ Staff to add in content manually following training</li> </ul>	\$8,500.00
<b>Sitemap focus group</b> (maximum 20 people) - 3 hours via Microsoft Teams <i>Recommended Attendees:</i> <ul style="list-style-type: none"> <li>▪ *Web Committee, Council, Accessibility Committee, Stakeholders, Customer Service, Citizen(s), Business/Tourism Operators</li> </ul>	\$2,500
<b>Custom Design</b> If the Town prefers to have a custom design rather than the template approach proposed in the website design above, this can be incorporated into the project. Included: <ul style="list-style-type: none"> <li>▪ Home page concept (1) with 3 rounds of revisions</li> <li>▪ Interior page concept (1) based on chosen home page concept with 2 rounds of revisions</li> <li>▪ Drop-down/menu concept (1)</li> </ul> Please note that choosing this option will add a minimum of 6 weeks to the website project schedule.	\$7,500
<b>Content Clean-up Training</b> – Training with eSolutions staff member via Microsoft Teams	\$2,500
<b>Form Builder (no ecommerce)</b> <ul style="list-style-type: none"> <li>▪ Setup and installation of Form Builder module</li> </ul> Training in use of module (3 hour Webex session)	\$4,500
<b>eCommerce</b> – online payment module integrated with Form Builder (merchant account required i.e. Moneris, Bambora) <a href="https://boarding.na.bambora.com/?id=81c668fb-020e-4680-9b35-90e1f0a526aa">https://boarding.na.bambora.com/?id=81c668fb-020e-4680-9b35-90e1f0a526aa</a> Ongoing fees: <ul style="list-style-type: none"> <li>▪ 3.5% on VISA/MasterCard</li> <li>▪ \$25 a month</li> </ul> \$0.20 per transaction	\$1,200 implementation/setup fee
<b>Recruit Right</b> – web-based applicant tracking system; manage the recruiting process from your website from job posting to hire	\$12,500

DESCRIPTION	COST*
<p><b>Bylaw Module</b></p> <p>Post and organize community bylaws on your website quickly and easily with the Bylaw Directory. This i:Create add-on lets your website visitor's view and search bylaws right within the look and feel of a regular website page. Bylaws appear in accessible table format with title and summary available at a glance. A user can open the document within their web browser and download or save as PDF.</p> <p><a href="https://www.whitby.ca/modules/bylaws/bylaw/search">https://www.whitby.ca/modules/bylaws/bylaw/search</a></p>	\$5,500

\*Excludes applicable taxes

## HOSTING SERVICE AGREEMENT (THE "HSA")

Customer Information	
<b>Customer Name:</b>	Town of Paradise
<b>Address:</b>	28 McNamara Drive
<b>City:</b>	Paradise
<b>Province / State:</b>	Newfoundland
<b>Postal / Zip Code:</b>	A1L 0A6
<b>Telephone:</b>	709-782-1400
<b>Fax:</b>	709-782-3601
<b>Email:</b>	[REDACTED]

<b>Agreement Number:</b>	11224674
<b>Date:</b>	February 25, 2021
<b>Term:</b>	1 Year
<b>Account Executive:</b>	Erin Cochrane

This Hosting Services Agreement is made between eSolutions Group Limited ("eSolutions"). The Terms and Conditions and appendices attached to this HSA are integral to and form part of this HSA. This HSA including any additional Terms and Conditions and appendices on the face hereof and the Terms and Conditions and appendices attached hereto contain the complete and final agreement between eSolutions and Customer, and no other agreement in any way modifying any of said Terms and Conditions or appendices will be binding upon eSolutions unless made in writing and signed by eSolutions.

### RATE SCHEDULE

Quantity	Charges	Unit	Unit Price	Total Price*
1	Website Hosting and Licensing (see details below)	Year	\$5,040	\$5,040
1	Pingstreet Tile Licensing Fee (6 tiles at \$600/tile/year)	Year	\$4,320	\$4,320
1	eNewsletter Licensing	Year	\$1,440	\$1,440
1	Business Directory Hosting	Year	\$2,880	\$2,880
1	Cludo Essential Lite Site Search**	Year	\$840	\$840
	Additional disk space \$25/month for 500 MB			
	Additional bandwidth is \$12/6GB/month			
<b>Total Annual Fee (CDN)</b>				<b>\$14,520</b>
Domain Name(s):	Paradise.ca and townofparadise.ca (renewed by Client)			
Annual Renewal Date:	February 1			
Cludo Renewal Date:	April 1			

Additional Terms and Conditions:
<p>Website Hosting includes:</p> <ul style="list-style-type: none"> <li>• Google Analytics</li> <li>• Social networking</li> <li>• Backups and Disaster Recovery</li> <li>• 1 GB disk space</li> <li>• 100 GB/month bandwidth</li> <li>• Unlimited licensing for:                             <ul style="list-style-type: none"> <li>○ i:Create</li> <li>○ i:Calendar</li> <li>○ news tool integrated into social media</li> <li>○ A to Z, I'd like to and contact directory</li> </ul> </li> </ul>
<p>* In addition to the charges specified above, any applicable value added tax, sales tax, use tax, etc. shall be payable by Customer, if appropriate.</p> <p>** Adjustment of the subscription fee takes place once a year. The subscription fee is adjusted by Cludo in accordance with the net price index calculated by Statistics Denmark based on the latest 12-month period prior to Cludo sending the invoice.</p> <p>The rates payable by the Customer to eSolutions for the Services provided in this HSA will be set out in the applicable Rate Schedule. eSolutions' rates as set forth in the applicable Schedule are subject to revision on an annual basis and may increase as a result of increases in third party costs and Cost of Living Adjustment (COLA). In no event shall an annual increase exceed 20%.</p>

PART I - AGREEMENT  
PART II - SERVICES  
PART III - TERM AND PAYMENT  
PART IV - CUSTOMER RESPONSIBILITIES  
PART V - TERMINATION  
PART VI - LIABILITY  
PART VII - MISCELLANEOUS  
PART VIII - USE OF SERVICES  
APPENDIX A - ACCEPTABLE USE POLICY  
APPENDIX B – SERVICE LEVEL AGREEMENT  
APPENDIX C – ACCESSING CUSTOMER SUPPORT

## PART I - AGREEMENT

### Applicability of Terms and Conditions

The terms and conditions contained herein and any appendices hereto shall be incorporated by reference to and are deemed to be included in and form part of the Hosting Service Agreement (the "HSA") between eSolutionsGroup Limited, a GHD Company, ("eSolutions") and the customer named in the HSA (the "Customer").

### Entire Agreement

The HSA constitutes the entire agreement between eSolutions and the Customer with respect to the provision of hosting services (the "Services") and the subject matter within and supersedes and shall prevail over any other representation, quotation, purchase order, understanding, or agreement, notwithstanding any variance with terms and conditions or language contained therein.

## PART II - SERVICES

### Hosting Services

eSolutions will provide access to and use of a Web server including the stated services. The Customer will provide all content and is responsible for accuracy and integrity of the content.

### Provision of Services

eSolutions shall use commercially reasonable efforts to provide to the Customer those Services identified in the HSA, subject to and in accordance with the terms and conditions of the HSA. See APPENDIX B – SERVICE LEVEL AGREEMENT for additional details.

### Deficiencies

eSolutions shall be responsible for the technical accuracy of the Services and any deficiencies therein. eSolutions shall correct such deficiencies without additional compensation, except to the extent such deficiencies are attributable to (1) content provided by the Customer, (2) changes to third party services outside the control of eSolutions, or (3) changes to legislation, including but not limited to changes to accessibility compliance requirements.

## PART III - TERM AND PAYMENT

### Term

Unless terminated pursuant to the provisions of Part V, this HSA shall be effective as of the date first set forth in the HSA, and shall be for the time period described as Term on page one of the HSA. After the initial Term all Services identified in the HSA shall automatically renew for one month Terms unless Customer or eSolutions notifies the other party by 60 days written notice of its intent not to renew, or until a new HSA is executed.

### Charges

The charges for the Services provided by eSolutions to the Customer are those provided for in the HSA.

### Invoicing

Unless noted otherwise on the HSA, the One-time Set Up Charge set forth on the HSA is due upon its execution by eSolutions. Failure of Customer to use the Services shall not relieve Customer of obligation to pay invoices.

### Taxes

All applicable taxes, including Goods and Services Tax and Provincial Sales Tax, shall, unless otherwise specified, be charged in addition to specified rates or charges for Services provided herein. The Customer shall pay all local, federal and provincial sales tax,

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initials



goods and services tax, value added tax and other taxes applicable to the provision of the Service under this HSA, other than taxes based on eSolutions income.

#### PART IV - CUSTOMER RESPONSIBILITIES

##### Permissible Use of Services

The Customer shall comply forthwith to any demand by eSolutions to correct, discontinue or remedy any violation of applicable laws or regulations pertaining to the content hosted by the Services.

The Customer will abide by all portions of the Acceptable Use Policy (AUP) as listed in Appendix A below.

The Customer, its employees, agents, and designees shall abide by all laws, regulations, and ordinances, pertaining to the Services. The Customer assumes responsibility for all acts or omissions of its designees or such other persons, and agrees to indemnify and hold eSolutions harmless from any reasonable claim howsoever arising from the acts or omissions of these individuals.

The Customer may not transfer, sell, lease or assign the services provided herein.

##### IP Address Ownership

Internet Protocol (IP) numbers assigned by eSolutions shall remain the property of eSolutions. The Customer must cease the use of any such numbers upon termination of service.

##### Bandwidth and Disk Usage

The Customer agrees that the bandwidth and disk usage shall not exceed the number of megabytes per month for the Services ordered by the Customer. eSolutions will monitor the Customer's bandwidth and disk usage and may collect a fee for overusage of bandwidth and/or disk in a monthly invoice to the Customer.

##### Confidential Information

The Customer agrees not to disclose to any third party any information which is designated as confidential by eSolutions, or which the Customer knows or has reason to know is a trade secret or confidential information of eSolutions, except with the express written consent of eSolutions. The Customer further agrees to use such diligence and care as required to avoid inadvertent disclosure of confidential information. Upon termination of this HSA the Customer shall return or deliver to eSolutions all trade secret and confidential information in its possession.

#### PART V - TERMINATION

##### Termination of HSA by eSolutions

Subject to the provisions contained in the HSA, eSolutions may terminate the HSA and the provision of Services pursuant to the HSA if:

- The Customer fails to fulfill any of its obligations under the HSA within 10 days of notice thereof by eSolutions to the Customer.
- The Customer transfers, assigns or sub-licences howsoever any part of its interest in the HSA or attempts to do so.

##### Termination of HSA by Customer

Customer may terminate the HSA prior to expiry of the Term on written notice to eSolutions 60 days following delivery of such written notice to eSolutions and upon payment of the remaining fees of the services for the Term of the HSA.

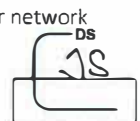
#### PART VI - LIABILITY

##### General Liability

eSolutions shall not be responsible or liable to the Customer, to anyone claiming by, through or under the Customer or to any third party for any loss, cost, (including legal and court costs), damage, injury, liability, claim, penalty, fine, interest or cause of action whatsoever or howsoever arising, including, without limitation, any direct or indirect, special, incidental, consequential, punitive or exemplary damages, or for loss of profit or revenues, business interruption, contract, goodwill or other business or economic loss, or for lost or damaged data, the availability of data, damage to network, computer, server, or software.

##### Internet Communications

The Customer acknowledges that use of all eSolutions services and facilities are at Customer's own risk. eSolutions is not responsible for protection or privacy of electronic mail or other information transferred through the Internet or any other network



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TERMS AND CONDITIONS OF HOSTING SERVICE AGREEMENT

eSolutions or its customers may utilize. Sensitive data may be protected with the use of encryption software that does not violate any governing laws or regulations.

PART VII - MISCELLANEOUS

Compliance With Laws

Customer shall comply with all applicable laws relating to the use of the Services. Without limiting the generality of the foregoing, Customer shall not use the Services to upload, download, transfer, or transmit any illegal content.

Governing Law

This HSA shall be governed by the laws of Ontario and the laws of Canada applicable in Ontario without regard to their conflicts of laws provisions and excluding any legislation implementing the United Nations Convention on the International Sale of Goods.

Co-Operation of Customer

The Customer shall take all action reasonably necessary to give effect to the HSA.


PART VIII – USE OF SERVICES

Customer acknowledges that eSolutions has no control over, and accepts no responsibility for the content of information hosted by the Services unless specified in an amendment to this agreement. eSolutions shall make no effort nor have any obligation to validate any information for content, correctness, usability or for any other purpose.

Acceptable Use

The Acceptable Use Policy (AUP) is fully documented in Appendix A.

IN WITNESS WHEREOF, eSolutions and Customer have caused this Hosting Service Agreement to be executed by their duly authorized representatives as follows:

Customer Final Acceptance:  \_\_\_\_\_  
 Authorized Signature

Date Signed: March 24, 2021 | 9:30:04 AM NDT

Print Name: \_\_\_\_\_

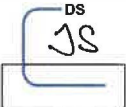
Title: \_\_\_\_\_

**eSolutionsGroup Limited**  
**a GHD Company**

\_\_\_\_\_  
 Authorized Signature

Print Name: Karen Mayfield

Date Signed: \_\_\_\_\_



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## APPENDIX A - ACCEPTABLE USE POLICY

The Acceptable Use Policy (AUP) is stated below in full, the key themes can be summarized as follows:

- The Services must be used for lawful purposes only.
- Customers shall not invade another's privacy.
- Customers shall not transmit; copyright material without consent of the copyright owner; material legally judged to be threatening or obscene; or third party material protected by trade secret.
- Customers that participate in the mass distribution of unsolicited e-mail / newsgroup messages, will be dealt with immediately.
- The Customer may not circumvent user authentication or security of any host, network, or account.
- The Customer agrees to not, through its own operations, cause disturbances, outages or other problems which may affect eSolutions' network or network based equipment, or which may adversely affect eSolutions' ability to provide services.
- eSolutions' reserves the right to, at its sole determination and without notice, remove any material or data and to block the use of the network for one or more users when their use or purpose does not meet the requirements of the AUP.

A Customer shall also be responsible for the services use of any subsidiaries, affiliates, partners, suppliers, and otherwise clients that directly or indirectly utilize eSolutions services provided to the Customer.

The Customer shall not:

- Use the Services to invade another person's privacy; appropriate another's personality; unlawfully promote or incite hatred; nor unlawfully use, possess, post, transmit or disseminate obscene, profane, hate or pornographic material.
- Post, transmit, distribute or disseminate content which is unlawful, threatening, harassing, abusive, libelous, slanderous, defamatory or otherwise offensive or objectionable or encouraging conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any municipal, provincial, federal or international law, order or regulation.
- Use the Services to access any computer systems, software, data or any confidential, copyright protected or patent protected material of any other person without the knowledge and consent of such person, make unauthorized attempts to gain access to any account or computer resource not belonging to the Customer (i.e., engage in "spoofing") or otherwise gain unauthorized access to, alter or destroy any information of another person by any means or device.
- Use the Services to upload, post, publish, deface, modify, transmit, reproduce, or distribute in any way, information, software or other material which is confidential, protected by copyright or other intellectual, property or proprietary right, or related derivative works, without obtaining permission of the copyright owner or right holder.
- Disrupt eSolutions' network, or the nodes or services thereof, or, directly or indirectly, use the Services to restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the use of the products or services of eSolutions or the Internet, including, without limitation, knowingly posting or transmitting any information or software which contains a virus, lock, key, bomb, worm, cancelbot, Trojan horse or other harmful, debilitating or disruptive feature or engage in unauthorized linking or framing.
- Send unsolicited e-mail (i.e., engage in "spamming"), send large quantities of unwanted or unsolicited e-mail to individual e-mail accounts (i.e., engage in "mail bombing"), make inappropriate postings to news groups, nor send false commercial messages or any engage in any other abuse of e-mail or news group servers.
- Obtain or attempt to obtain products or services from eSolutions or anyone else by any means or device with intent to avoid payment therefore.
- Unless permitted by the HSA, make, directly or indirectly, any of the products or services received from eSolutions available to any third party. The Customer shall not permit any third party to gain access to the termination equipment of either eSolutions or the Customer for the purpose of obtaining access to eSolutions' network for the purpose of obtaining any of the products or services of eSolutions, whether directly or indirectly.
- Engage in any activities that deny or disrupt service to any customer or end-user of eSolutions.
- Engage in any activity that eSolutions may hereafter advise is unacceptable use of the Services.

**If the Customer is at any time in breach of the requirements of this paragraph, eSolutions may immediately and without notice, and in addition to all other rights and remedies under the HSA and at law and in equity, suspend the supply of any or all Services to the Customer pursuant to the HSA.**

eSolutions reserves the right to remove any and all materials that, in its sole opinion, infringe these restrictions and it may immediately terminate this HSA for any breach thereof without further obligation to the Customer. Any such termination shall be without prejudice to

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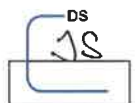
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any other rights or remedies available to eSolutions at law or in equity. Notwithstanding the foregoing, eSolutions shall have no obligation to monitor the compliance of any material made available by the Customer.

The Customer shall use its best efforts to inform End Users of the key themes of the Acceptable Use Policy described herein. An End Users failure to abide by the Acceptable Use Policy does not affect eSolutions rights to terminate services as per the HSA.

Any such suspension of the supply of Services shall not constitute a termination of the HSA and shall not excuse the Customer from liability to make the payments to eSolutions required by the HSA during the period that the provision of the Services to the Customer is suspended. The supply of Services pursuant to the HSA shall resume upon the Customer no longer being in breach of the requirements of this paragraph and the payment by the Customer to eSolutions of any and all costs of eSolutions to suspend and restore service and a \$500 reinstatement charge.

Continued breach of the requirements of this paragraph may result in termination of the HSA.



## APPENDIX B – SERVICE LEVEL AGREEMENT

This Service Level Agreement ("SLA") applies only to (i) service outages directly related to bandwidth and/or physical space services provided within the eSolutions Network, (ii) response times following the failure of a hardware component being monitored and managed by eSolutions.

### Points of Demarcation:

The network access port servicing the Customer within the eSolutions Network will serve as the demarcation point for Internet Communication Services. The power circuit(s) provided by eSolutions to the Customer's Rack Space will serve as the demarcation points for colocation services. The scope of this SLA does not include, under any circumstances, any portion of the public Internet.

### Service Warranties: Hosting and Management of the eSolutions Network

(a) Network Availability Warranty: The eSolutions Network will be 100 percent (%) available.

#### Network Availability Warranty Scope

Exclusive of scheduled maintenance windows, the eSolutions Network will provide access to the edge of the public Internet 100% of the time. A network outage event is defined as 100% packet loss on the eSolutions Network resulting from equipment that is under eSolutions' control. Network outage as a result of third party (other than eSolutions), Customer Provided or Customer Managed Equipment is not considered an eligible network outage under this SLA. Customer notification to eSolutions in the form of a trouble ticket (or equivalent written notification), specific to a network outage event, must have been sent by the Customer for the event to qualify under this SLA.

#### Network Availability Warranty Process

Within 1 hour of the opening of a network availability trouble ticket, eSolutions will determine if there is a network outage that results from equipment under eSolutions' control. The length of an eligible service outage event is calculated by eSolutions as beginning with the opening of the trouble ticket and ending when eSolutions makes its initial attempt to notify the Customer of the restoration of network availability.

#### Network Availability Remedy

For each hour of network outage a service credit for 1/30th of the Customer's monthly charge for committed bandwidth and physical space services will be applied to the Customer's account for any eligible outage event up to a maximum of the monthly charge for services.

(b) Network Quality Warranty: The eSolutions network will introduce less than 1% sustained packet loss.

#### Network Quality Warranty Scope

Exclusive of scheduled maintenance windows, the eSolutions network will introduce less than 1% sustained packet loss. An eligible packet loss event is defined as sustained packet loss of greater than 1% on the eSolutions network for one continuous hour resulting from equipment that is under eSolutions' control. Packet loss as a result of a third party or Customer Provided Equipment is not considered an eligible packet loss event under this SLA. A trouble ticket, specific to the packet loss event, must have been opened by the Customer for the event to qualify under this SLA.

#### Network Quality Warranty Process

Within 90 minutes of the opening of a network quality trouble ticket, eSolutions will determine if there is a packet loss condition resulting from equipment under eSolutions' control. The length of an eligible packet loss event is calculated by eSolutions as beginning with the opening of the trouble ticket and ending when eSolutions makes its initial attempt to notify the Customer of restoration of network quality.

#### Network Quality Warranty Remedy

For each hour of network outage a service credit for 1/30th of the Customer's monthly charge for committed bandwidth and physical space services will be applied to the Customer's account for any eligible network quality event up to a maximum of the monthly charge for services.

(c) Power Availability Warranty: eSolutions power will be 100% available.

#### Power Availability Warranty Scope

Power availability is defined as continuous power to at least one of the Customer's power circuits. Exclusive of scheduled maintenance windows, eSolutions will provide continuous power availability to the Customer Space.

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An eligible power loss event is defined as a simultaneous power loss of any duration to all of the eSolutions-provided Customer power circuits resulting from equipment that is under eSolutions' control. Power loss as a result of Customer Provided Equipment failure or Customer power circuit overloading is not considered an eligible power loss event under this SLA. A trouble ticket, specific to the power loss event, must have been opened by the Customer for the event to qualify under this SLA.

**Power Availability Warranty Process**

Within one hour of the opening of a power availability trouble ticket, eSolutions will determine whether there is a power loss that results from equipment under eSolutions' control. The length of an eligible power loss event is calculated by eSolutions as beginning with the opening of the trouble ticket and ending when eSolutions makes its initial attempt to notify the Customer of restoration of power availability.

**Power Availability Warranty Remedy**

For each hour of power loss a service credit for 1/30th of the Customer's monthly charge for committed bandwidth and physical space services will be applied to the Customer's account for any eligible power loss event up to a maximum of the monthly charge for services.

(d) eSolutions Managed Systems Warranty:

**eSolutions Managed Systems Scope**

Exclusive to equipment solely monitored and managed by eSolutions.

**eSolutions Managed Systems Warranty Process**

eSolutions will detect a hardware failure and open a trouble ticket within 30 minutes of a high or medium severity failure event. For high severity events, eSolutions will initiate the repair of the affected component within 30 minutes of the opening of the trouble ticket. A high severity failure is defined as the failure of a non-redundant hardware component that is then being monitored by eSolutions. For medium severity events, eSolutions will initiate notice to the Customer within 90 minutes of the opening of a trouble ticket to arrange a maintenance window to repair the affected component. A medium severity failure is defined as a failure of a redundant hardware component that is then being monitored by eSolutions.

**eSolutions Managed Services Warranty Remedy**

If repair work has not been initiated within 30 minutes of the opening of a trouble ticket for a high severity failure event, 1/30th of the Customer's monthly charge for the affected service will be applied to the Customer's account. If eSolutions does not initiate notice to the Customer within 24 hours of the opening of a trouble ticket to arrange a maintenance window to repair the affected component of a medium severity failure event, 1/30th of the Customer's monthly charge for the affected service will be applied to the Customer's account.

**Server Performance and Monitoring**

eSolutions shall provide the following server performance benchmarks:

- Servers shall average less than 8 seconds response time for 80% of requests as measured by server response time only, not network transmission time.
- Servers shall average 99.9% up time (excluding Network Availability of 100%). This would be exclusive of regularly scheduled maintenance events.
- eSolutions shall post an approved message in the event of a system outage that lasts longer than 15 minutes.

**Server Availability and Monitoring**

Servers shall be operational and monitored 24 hours per day, 7 days per week. Monitoring shall be done by executing a connection to the provided service. In the event a server fails to respond to the connection request over a sustained 5 minute period, an eSolutions system administrator is automatically notified of a potential server outage. An eSolutions system administrator shall initiate an investigation within 5 minutes of such a notification to identify whether there is a problem and shall initiate work to restore server to normal operating capacity

**Server Availability Warranty Remedy**

For each hour (or partial hour) where servers are not fully operational, a service credit equivalent to 1/30th of the Customer's monthly charge for committed bandwidth and physical space services will be applied to the Customer's account to a maximum of the monthly charges for services.

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**Customer Service**

eSolutions shall provide reasonable commercial efforts to be immediately available via your Customer Account Manager or Technical Contact person. eSolutions will respond to all Customer requests related to hosting, management, development, and maintenance within the same business day. eSolutions shall initiate actions to respond to a customer inquiry within one business day of being notified.

Change Request Warranty:

1. Change requests requiring less than 1 hour of eSolutions work, within 1 business day.
2. Change requests requiring less than 4 hours of eSolutions work, within 3 business days.
3. Change requests requiring more than 4 hours of eSolutions work, as mutually agreed upon.

Emergency requests (urgent same day requests, after business hours and weekends): eSolutions shall use reasonable commercial efforts to make the requested changes within 24 hours of notification.

Change requests require written notification in the form of a "Request for Work" form or email equivalent.

**Browser Support**

For hosted solutions that are coded and developed by eSolutions we strive to support most commonly used and current browsers. During the development and internal QA process, we ensure that our deliverables work correctly with the latest versions of popular mainstream browsers. The developers of the mainstream browsers are continually deploying new software and versions to meet emerging technology trends and user needs. In some cases these developers may discontinue support and maintenance of a version or a feature. As such, eSolutions is not obligated to ensure that our products will work correctly with discontinued software, or browsers that are no longer maintained or supported by its developer.

**Responsive Design**

Sites with a responsive design are fully supported on the latest versions of Firefox, Chrome, and Microsoft Edge. Older and discontinued browsers are not compatible with modern responsive design tools. Our sites are designed and coded to degrade gracefully and remain legible if they do not render correctly in older browsers. Where applicable, those visiting the website with older browsers will see a notification recommending that they upgrade their browser to a newer version for the best experience. Our responsive websites are also tested on the latest operating systems on iOS and Android devices.

**Standard Design**

For the public facing side of websites and online applications, we test with the following supported browsers:

Microsoft Windows	Apple OSX	Mobile Devices
Microsoft Edge (latest at go live)	Safari (latest at go live)	Google Chrome for Android (latest at go live)
Firefox (latest at go live)	Google Chrome(latest at go live)	Firefox for Android (latest at go live)
Google Chrome(latest at go live)	Firefox (latest at go live)	Safari for iOS (latest at go live)
	Microsoft Edge (latest at go live)	

eSolutions does not support beta versions of browsers on hosted applications.

**i:Create Editor Support**

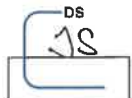
For hosted solutions that utilize i:Create, eSolutions will provide at least 3 years of support for the i:Create editor version from the date that the supply of the services commences.

The editor will support any new versions of supported browsers released during the support period

At the end of the support period, clients using older editors will need to update to a new editor version in order to access new features and potentially to allow for support for new browsers.

**Maintenance Windows**

The eSolutions standard maintenance windows are currently between 10 PM and 1 AM (EST) on the 3rd Tuesday of the month. eSolutions reserves the right in its sole discretion to alter these standard maintenance windows or to schedule a non-standard maintenance window from time to time by giving 24 hours notice to the Customer.



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**Notification by Customer**

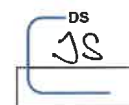
At the time the Customer believes that an event that qualifies for a service credit under this SLA has occurred, the Customer should contact eSolutions and confirm that a trouble ticket specific to the event has been opened. Once a ticket has been opened, eSolutions will initiate diagnostic testing and trouble isolation to determine the nature of the service quality or availability event. If the trouble is diagnosed as one which may be within the scope of coverage, responsibility and management of the trouble ticket will be assumed by eSolutions. Any necessary follow-up is the joint responsibility of the Customer and eSolutions. No service credits can be extended unless a trouble ticket has been opened with eSolutions. In addition, the Customer must formally request a service credit within 7 days of an eligible event if the Customer believes a service credit is due.

eSolutions shall notify Customer via the following email addresses in case of a service outage: \_\_\_\_\_

If Customer experiences a service outage, Customer may contact eSolutions personnel in the following manner:

Phone: 1-866-691-5528

eMail: [support@help.esolutionsgroup.ca](mailto:support@help.esolutionsgroup.ca)



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## APPENDIX C – ACCESSING CUSTOMER SUPPORT

### How?

You may use one of the two methods to contact eSolutions for support:

Email: [support@help.esolutionsgroup.ca](mailto:support@help.esolutionsgroup.ca)

Telephone: 1-866-691-5528

\*Please note: If you are experiencing a system outage, please phone us.

### What?

Please be prepared to provide the following details (or include these details in your email). A helpful support ticket will be issued so that your issue is dealt with in an expedient manner.

1. What is your preferred method of contact (ie. eMail or Phone - please provide a number)
2. When can you be reached by our support staff for resolution.
3. Please describe the challenge that you are having in detail.
4. Please provide details of any error messages that you are receiving.
5. Please briefly describe what you were doing at the time the error occurred.
6. Please explain the urgency of your request.
7. Please provide any other details that may be pertinent.

It is understood that in some cases providing these specific details may not be possible. Providing as much detail as is applicable will help eSolutions' staff respond in an efficient manner.

### Tracking Ticket Progress

Status and progress on tickets can be viewed by logging into: <http://help.esolutionsgroup.ca/index.php>

Your access/login details for tracking tickets is contained within the email that you receive upon opening a ticket by emailing [support@help.esolutionsgroup.ca](mailto:support@help.esolutionsgroup.ca).

### Data Centre Access

Office-Hours Data Centre Access (8:00am to 5:00pm)

Call 519-884-2476 (Toll Free: 1-866-691-5528)

Please be prepared to provide the following information:

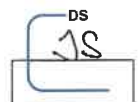
1. A contact name and number where you can be reached.
2. What time you expect to be at the Data Centre.

After-Hours Data Centre Access (5:00pm to 8:00am)

Call 519-432-2655 (Toll Free: 1-866-265-1859)

Please be prepared to answer the following questions:

1. What is your company name?
2. What is your (ie. the caller) FULL name?
3. What is your immediate call-back phone number, so that the representative can call you back to arrange the time to access the centre?
4. What is your mobile cell number if available, in case the representative needs to contact you?
5. Do you have an estimate as to how long you will be at the co-location data center?
6. Do you require technical assistance while at the co-location data center?



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To provide continued service and support and to enable us to communicate effectively keeping you up-to-date on your services, we require that you take a few moments to fill in the following form and return as soon as possible.

General Company Information: Main contact for inquiries, outages, etc.

Company name:	Town of Paradise
Company Website:	<a href="http://www.paradise.ca">www.paradise.ca</a>
Address:	28 McNamara Dr.
City:	Paradise, NL
Postal Code:	A1L 0A6
System Outage Contact	Diane Keough
Job Title:	Communications Manager
Phone:	[REDACTED]
E-mail:	[REDACTED]
Alternate e-mail:	[REDACTED]
Cell / Pager:	[REDACTED]

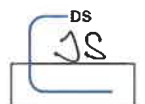
List of Contacts authorized to contact eSolutionsGroup for support

Company name (if different):	Town of Paradise
Technical Contact (if different):	Lee Martin
Job Title:	Network Administrator
Phone:	[REDACTED]
e-mail:	[REDACTED]
Alternate e-mail:	[REDACTED]
Cell / Pager:	[REDACTED]

Company name (if different):	
Contact (if different):	Diane Keough
Job Title:	Communications Manager
Phone:	[REDACTED]
e-mail:	[REDACTED]
Alternate e-mail:	[REDACTED]
Cell / Pager:	[REDACTED]

Company name (if different):	
Contact (if different):	Dana Hawco
Job Title:	Communications & Marketing Coordinator
Phone:	[REDACTED]
e-mail:	[REDACTED]
Alternate e-mail:	[REDACTED]
Cell / Pager:	[REDACTED]

Company name (if different):	
Contact (if different):	Terrilynn Smith
Job Title:	Director, Corporate Services
Phone:	709-782-1400
e-mail:	[REDACTED]
Alternate e-mail:	[REDACTED]
Cell / Pager:	[REDACTED]



**Escalation Procedures**

eSolutions' software's escalation procedures raise the visibility and importance of your problem within our software. At the discretion of eSolutionsGroup, project manager, customer product support issues may be escalated internally to senior support technician, the product support manager, or the development team.

Job Title:	Project Managers
Contact:	Erin Cochrane
Phone:	613-288-1722
e-mail:	<a href="mailto:ecochrane@esolutionsgroup.ca">ecochrane@esolutionsgroup.ca</a>

Job Title:	Senior Support Technician
Contact:	Jeff Latimer
Phone:	519-884-3352
Direct:	519-340-4282
e-mail:	<a href="mailto:jlatimer@esolutionsgroup.ca">jlatimer@esolutionsgroup.ca</a>

Job Title:	Technical Operations Manager
Contact:	Ben Barnes
Phone:	519-884-3352
Direct:	519-340-3981
e-mail:	<a href="mailto:bbarnes@esolutionsgroup.ca">bbarnes@esolutionsgroup.ca</a>

Job Title:	Software Development Manager
Contact:	Chris Mintz
Phone:	519-884-3352
Direct:	519-340-4070
e-mail:	<a href="mailto:cmintz@esolutionsgroup.ca">cmintz@esolutionsgroup.ca</a>

In general, if you are not satisfied with a response from the product support staff, you may request that the issue be escalated by contacting your support representative.

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