THE CORPORATION OF THE MUNICIPALITY OF SOUTH DUNDAS

BY-LAW NO. 2022-09

A By-law to execute an Agreement with ICEsoft Technologies for Voyent Alert mass notification service

WHEREAS the *Municipal Act, 2001*, as amended, provides that the powers of the Municipality shall be exercised by by-law;

AND WHEREAS the Council of the Municipality of South Dundas desires to execute an Agreement with ICEsoft Technologies for the purposes of procurement of a mass notification service;

NOW THEREFORE the Council of the Corporation of the Municipality of South Dundas enacts as follows:

1. That an Agreement be executed with ICEsoft Technologies in accordance with Schedule "A" as attached to this By-law.

2. That the Mayor and Clerk are hereby authorized to execute all documents as required to effectively carry out this Agreement.

READ and passed in open Council, signed and sealed this 24th day of January, 2022.

_____
MAYOR

_____
CLERK

ICEsoft Voyent Alert!
Terms of Service Agreement

This ICEsoft Voyent Alert! Terms of Service Agreement (the **"Agreement"**) outlines the terms and conditions that govern access to and use of ICEsoft's Voyent Alert! Service offerings and is an agreement between ICEsoft Technologies Holdings Ltd, with a principal place of business at Suite 261, 3553 31st ST. N.W. Calgary, AB, T2L 2K7 (**"ICEsoft"** or the **"Company"**) and the Municipality of South Dundas with a principal place of business at 34 Ottawa Street, PO Box 740, Morrisburg, ON, K0C 1X0 (the **"Client"** or **"Customer"**).

This Agreement takes effect upon signing and as of the **Effective Date** as indicated in the signature block of this Agreement. The Client signatory represents that he/she is lawfully able to enter into contracts and that they have legal authority to bind the client to this Agreement.

The parties agree to the following terms and conditions:

1.0 The Service Offering.

1.1 General Description: ICEsoft shall provide Client with access to the Voyent Alert! Service and support (the **"Service"**) as described in Attachment 1: Voyent Alert! Service Details and Fee Schedule (**"Attachment 1"**).

1.2 Service Fees: Fees for Voyent Alert! Services, Support Tier, and Service Level Agreement (**"SLA"**) information shall be as described in Attachment 1.

1.3 Service Period: Any billing or subscription terms shall commence as of the Effective Date. Unless otherwise specified in Attachment 1, the period of access to the Service shall extend for one (1) year from the Service Start Date, (the **"Service Period"**), with options to renew access to the Service as of the date of expiration of the Service Period (the **"Service Renewal Date"**).

2.0 Changes.

2.1 To the Service Offerings: ICEsoft reserves the right to change or discontinue any or all of its Service offerings and SLAs, or change or remove functionality or feature set of any or all of the Service Offerings and SLAs from time to time. ICEsoft shall provide the Client with a minimum 90 days notice prior to implementing any changes. In such an event, the Client shall have the option of migrating to the newly defined Service offering or remaining under their current Service as described in Attachment 1 through to the end of their most recent Service Renewal Date.

2.2 To This Agreement: Changes to this Agreement shall be made by written mutual consent between ICEsoft and the Client. Changes related to the Service being subscribed to by the Client (i.e. pricing, term of service, subscription level etc.) shall be evidenced by an updated and revised Attachment 1, that shall be cosigned by both ICEsoft and the Client.

3.0 Security and Data Privacy, Content Ownership and Client End User Access.

3.1 Data Security: ICEsoft shall implement reasonable and appropriate measures to secure the Client's data against accidental or unlawful loss, access or disclosure.

3.2 Regulatory / Legislative Compliance: ICEsoft shall comply with all relevant, regional privacy legislation. Within Canadian jurisdictions and except as described herein, ICEsoft shall comply fully with the Personal Information Protection and Electronics Document Act ("**PIPEDA**"), which requires in part that ICEsoft shall utilize only Canadian-based servers and infrastructure for service provisioning and data storage. The Client acknowledges that the Service facilitates communication between the Client and certain end users (the "**Client End Users**") over various communication channels including but not limited to mobile application transmission, SMS messaging, Voice, Email and posting on through various social media channels. The Client further acknowledges that the transmission and routing of such communications may require the use of infrastructure located outside of the country in which the Client resides and the Service is hosted, and consents to such transmission.

3.3 Data Privacy: Client consents to the storage on ICEsoft infrastructure, any content created or imported by the Client or the Client End Users in association with the Service, or any analytics related to the Client Account (collectively the "**Client Data**"). ICEsoft shall not access nor use Client Data except as necessary to maintain, improve or provide the Service to the Client, or as necessary to comply with the law or a binding order of a government body. Unless it would violate the law or a binding order of a government body, ICEsoft shall provide the Client notice of any legal requirement or order referred to in this Section 3.3.

3.4 Data Ownership: The Client shall retain full and unencumbered ownership of all Client Data and of all data related to users of the Client's account.

3.5 Client End User Communications: ICEsoft shall retain the right to contact Client End Users through the Service as may be required from time to time in order to ensure the smooth operation of the Service and the successful delivery of communications to the Client End Users. Examples of such access include but are not limited to:
- Important service feature announcements that may impact personal safety and quality of service.
- Update advisories for mobile application users.
- Actions that may be required by the Client End User within their account to ensure smooth operation of the service

ICEsoft shall endeavor to consult, advise and co-ordinate with the Client a minimum of 10 business days prior to any communication being issued.

4.0 Client Obligations:

4.1 Account Activity. The Client shall be responsible for all activities that occur under the Client Account, regardless of whether the activities are authorized or

carried out by the Client, its employees, representatives, or Client End Users.

4.2 Securing the Account: In the interest of ensuring security of the Service, user accounts should not be shared. Account login passwords and system credentials whether generated automatically by ICEsoft or the Client are for the Client's sole use. The Client agrees that they shall not share, sell, transfer or sublicense them to any unauthorized entity or person. Neither ICEsoft nor its affiliates shall be responsible for unauthorized access to, or use of, the Client's account from Client employees or Client End Users.

4.3 Client Agents, Employees and End Users. The Client shall ensure that the content generated through the System by the Client, its agents, and end users shall not violate any applicable law. The Client shall be solely responsible for the development, content, operation, maintenance, and use of Client Content. In the event the Client should become aware of any violation of its obligations under this Agreement caused by a Client End User, the Client shall immediately suspend access to the Service by such Client End User.

4.4 Support: The Client agrees to provide such assistance as may be reasonably required by ICEsoft for it to resolve any support issues related to the Client or the Client's End Users and their use of the Service. Such assistance may include but not limited to providing documentation as to how to reproduce any errors reported by the Client related to the service.

5.0 Fees and Payment.

5.1 Subscription and Administration Fees: Unless otherwise specified in Attachment 1, all subscription related fees shall be for a one year period starting from the Effective Date.

5.2 Incremental User Fees: Unless otherwise specified in Attachment 1, and only if applicable, any incremental user fees shall be calculated and billed on a Quarterly Billing Cycle. Amounts owed shall be amortized to coincide with the Service Renewal Date.

5.3 Usage Service Fees: Unless otherwise specified in Attachment 1, and only if applicable, any Per Use Service Fees such as SMS, Email and Voice Calls shall be calculated and billed on a Quarterly Billing Cycle.

5.4 Quarterly Billing Cycle: Quarterly Billing Dates shall be as of the second calendar quarter following the Effective Date and every three months thereafter.

5.5 Payment Terms and Late Payments: Client shall pay ICEsoft any applicable fees and charges for use of the Service using one of the payment methods supported (Check, Wire Transfer, Credit Card). All amounts payable by the Client shall be paid without setoff or counterclaim, and without any deduction or withholding. Fees and charges for any upgrades to service levels, or add-on modules shall be pro-rated so as to correspond to the Service Renewal Date. Unless otherwise specified in Attachment 1, payment terms shall be 90 days following issuance of invoice. ICEsoft may elect to charge interest at the rate of

1.5% per month (or the highest rate permitted by law, if less) on all late payments.

5.6 Rate Changes: Unless otherwise specified in Attachment 1, ICEsoft may increase or add new fees and charges associated with the Service by providing a minimum 90 day notice to the Client prior to the Client's Service Renewal Date. Such rate changes to take affect only as of the Service Renewal Date.

5.7 Right to Audit: ICEsoft invoices related to Incremental User Fees and Service Fees shall provide details as to the total number of new registered users and/or service fee events that occurred over the billing period. The Client shall have the right to request detailed reporting as to the time and nature of each registration, service event, name and duration of the incident, name of the administrator authorizing the event for a period of one (1) year after its occurrence.

5.8 Taxes. Each party shall be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party with respect to the transactions and payments under this Agreement. ICEsoft may charge and the Client shall be obliged to pay applicable Indirect Taxes that ICEsoft is legally obligated or authorized to collect.

6.0 Suspension of Services.

6.1 Conditions of Suspension: ICEsoft shall have the right to suspend Client or any Client End User's right to access or use any portion or all of the Service immediately upon notice to the Client if ICEsoft has determined:

6.1.1 That the Client or a Client End User poses a security risk to the Service, or any third party,

6.1.2 That the Client or Client End User actions could adversely impact the performance or provisioning of the Service and/or the content of any other ICEsoft customer,

6.1.3 That the Client, a Client End Users or actions carried out by them, could subject ICEsoft, ICEsoft's affiliates, or any third party to liability,

6.1.4 The Client or any of the Client End User is in breach of this Agreement;

6.1.5 The Client is in breach of their payment obligations under Section 5;

6.1.6 The Client has ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

6.2 Effect of Suspension. In the event of a Suspension of Service:

6.2.1 The Client shall remain responsible for all Service and Usage Fees up to the date at which the suspension commences; and

6.2.2 In the event the Client has taken such actions so as to rectify the situation within 30 days of ICEsoft having provided notice, the

Suspension shall be lifted and the Client account re-activated.

6.2.3 In the event the Client fails to rectify the conditions leading up to Service suspension within a 30 day period, this Agreement shall be deemed to have been Terminated by Cause the effect of which is defined in Section 7.

7.0 Term, Renewal, and Termination.

7.1 Term: The term of this Agreement will commence on the Effective Date and will remain in effect for a one-year period after the Service Start Date, unless otherwise renewed or terminated as of an earlier date described in Section 7.3. Any notice of termination of this Agreement by either party to the other must include a Termination Date that complies with the notice periods in Section 7.3.

7.2 Service Renewal: The Client shall have the right to automatically renew this Agreement on an annual basis through the payment of requisite Subscription, User, and Service fees under then available pricing structures or per pricing terms outlined in Attachment 1. Unless otherwise stipulated in Attachment 1, the renewal period shall commence on the anniversary of the Service Renewal Date and extend for one year. ICEsoft shall advise the Client no less than 60 days prior to an upcoming Service Renewal Date and at that time shall provide the Client with an updated quote covering the upcoming renewal term.

7.3 Termination:

7.3.1 Termination for Convenience: The Client may terminate this Agreement for any reason by providing ICEsoft written notice and closing and/or deleting its Client Account.

7.3.2 Termination for Cause:

    7.3.2.1 By Either Party. Either party may terminate this Agreement for cause if the other party is in material breach of this Agreement and the material breach remains uncured for a period of 30 days from receipt of notice by the other party.

    7.3.2.2 By ICEsoft: ICEsoft may terminate this Agreement immediately upon notice to the Client; (i) for cause if ICEsoft has the right to suspend services under Section 6, and the cause of such suspension is not rectified within 30 days of notice (ii) in the event ICEsoft's relationship with a third-party partner who provides software or other technology we use to provide the Service Offerings expires, terminates or requires us to change the way we provide the software or other technology as part of the Services, or (iii) in order to comply with the law or requests of governmental entities.

7.3.3 Effect of Termination: Upon the Termination Date, all Client rights provided for under this Agreement shall immediately terminate. The Client shall remain responsible for all fees and charges incurred up

to the Termination Date. In the event of Termination for Convenience, any pre-paid subscription fees or charges shall be forfeit. In the event of Termination for Cause by either Party ICEsoft shall remit back to the Client any pre-paid fees on a pro-rata basis up through the Termination Date.

7.3.4 Post-Termination: Sections 4.1, 5, 7.3, 8 (except the license granted in Section 8.3), 9, 10, and 11, will continue to apply in accordance with their terms. Absent Termination for Cause, for 90 days after the Termination Date, ICEsoft will not take action to remove from the System any Client Content and ICEsoft will allow Client to retrieve any stored Client Content provided Client has paid all amounts due under this Agreement.

8.0 Rights, Ownership and License.

8.1 Client Content: ICEsoft shall hold no rights, license or ownership to Client Data. Client consents to ICEsoft's use of Client Content only as it may be required to provide operational and support services to the Client and Client End Users, and as provided for the removal of such Client Content in Sections 4 and 7 of this Agreement.

8.2 ICEsoft Ownership: ICEsoft owns all right, title, and interest in and to the Service, associated mobile applications, and all related technology and intellectual property rights. Except as provided for in this Section 8, Client obtains no rights under this Agreement from ICEsoft to the Service or any related intellectual property rights, copyrights or trademarks.

8.3 License Grant: Subject to the terms of this Agreement, ICEsoft grants to the Client a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to access and use the Voyent Alert! Services solely in accordance with this Agreement.

8.4 License Restrictions. Neither the Client nor any Client End User shall use the Service in any manner or for any purpose other than as expressly permitted by this Agreement. Neither the Client nor any Client End User will, or will attempt to (a) modify, distribute, alter, tamper with, repair, or otherwise create derivative works of the Service or associated software code, (b) reverse engineer, disassemble, or decompile the Service or apply any other process or procedure to derive the source code of any software included in the Service, or (c) access or use the Service in a way intended to avoid incurring fees or exceeding usage limits or quotas.

8.5 Suggestions and Feedback. In the case of any suggestions, recommendations or operational feedback made by the Client to ICEsoft (the **"Suggestions"**), ICEsoft and its affiliates shall be entitled to use the Suggestions without restriction.

9.0 Indemnification.

9.1 Indemnification by Client: Client shall defend, indemnify, and hold harmless ICEsoft, ICEsoft affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any Losses arising out of or relating to any third-party claim concerning breach of this Agreement or violation of applicable law by the Client. Each party shall bear and be responsible for its own expenses associated with the defense of any such third-party claims as described above.

9.2 Intellectual Property and Indemnification by ICEsoft: Subject to the limitations in this Section 9, ICEsoft shall defend the Client and its employees, officers, and directors against any third-party claim alleging that the Service infringes or misappropriates that third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement. Each party shall bear and be responsible for its own expenses associated with the defense of any such third-party claims as described above.

9.3 Discontinued Use: ICEsoft will have no obligations or liability arising from Client or any Client End User's use of the Service after ICEsoft has notified the Client to discontinue such use. The remedies provided in Sections 9.1 and 9.2 are the sole and exclusive remedies for any third-party claims of infringement or misappropriation of intellectual property rights by the Services or by Client Content.

9.4 Claim Resolution: For any claim covered by Section 9.2, ICEsoft shall, at its election, either: (i) procure the rights to use that portion of the Service alleged to be infringing; (ii) replace the alleged infringing portion of the Service with a non-infringing alternative or (iii) modify the alleged infringing portion of the Service to make it non-infringing.

9.5 Process. The obligations under this Section 9 will apply only if the party seeking defense or indemnity: (a) gives the other party prompt written notice of the claim; (b) permits the other party to control the defense and settlement of the claim; and (c) reasonably cooperates with the other party (at the other party's expense) in the defense and settlement of the claim. In no event will a party agree to any settlement of any claim that involves any commitment, other than the payment of money, without the written consent of the other party.

10.0   Warranties and Disclaimers.

10.1   NO WARRANTY: THE SERVICE IS PROVIDED "AS IS." WITHOUT LIMITING ICESOFT'S EXPRESS WARRANTIES AND OBLIGATIONS UNDER THESE TERMS, ICESOFT HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO: WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OPERATION AND THAT THE SERVICE OFFERING WILL BE UNINTERRUPTED, ERROR FREE OR FREE FROM HARMFUL COMPONENTS, AND THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED. EXCEPT FOR ICESOFT'S SERVICE LEVEL

AGREEMENTS AND SUPPORT TERMS, ICESOFT'S SERVICES ARE PROVIDED "AS IS" TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE EXTENT THIS DISLAIMER CONFLICTS WITH APPLICABLE LAW, THE SCOPE AND DURATION OF ANY APPLICABLE WARRANTY SHALL BE THE MINIMUM PERMITTED UNDER THAT LAW.

11.0 Liability.

11.1 LIMIATION OF LIABILITY: EXCEPT FOR LIABILITY ARISING FROM VIOLIATIONS OF SECTION 8 (OWNERSHIP) AND SECTION 9 (INDEMNIFICATION), ICESOFT SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXMPLARY DAMAGES ARISING FROM CLIENT'S USE OR CLIENT END USER'S USE OF THE SERVICE, INCLUDING WITHOUT LIMITATION LOST DATA, LOSS OF PROFITS, REVENUES, GOODWILL, DAMAGE TO PROPERTY, INJURY TO PERSON OR DEATH, EVEN IF ICESOFT HAD BEEN ADVISED OF THE POSSIBILITY THEREOF.

FURTHER, ICESOFT SHALL NOT BE HELD BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH THE CLIENTS INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT, (II) ICESOFT'S DISCONTINUATION OF ANY OR ALL OF THE SERVICE OFFERINGS, OR, (III) WITHOUT LIMITING ANY OBLIGATIONS UNDER THE SERVICE LEVEL AGREEMENTS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICE FOR ANY REASON. IN ANY CASE, EXCEPT FOR PAYMENT OBLIGATIONS UNDER SECTION 7 (TERMINATION), SHALL ICESOFT BE LIABLE TO THE CLIENT OR THE CLIENT END USERS FOR ANY DIRECT DAMAGES, COSTS OR LIABILITIES IN EXCESS OF THE AMOUNTS PAID BY THE CLIENT TO ICESOFT DURING THE TWELVE (12) MONTHS PROCEEDING THE INCIDENT OR CLAIM. THE PROVISIONS OF THIS SECTION 11 ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THE LIMITATIONS SET FORTH HEREIN IN DETERMINING WHETHER OR NOT TO ENTER INTO THIS AGREEMENT.

12.0 Miscellaneous.

12.1 Assignment. Client shall not assign or otherwise transfer this Agreement or any of its rights and obligations under this Agreement, without the prior written consent of ICEsoft. Such consent shall not be unreasonably withheld.

12.2 Entire Agreement. This Agreement shall be deemed the entire agreement between ICEsoft and the Client. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between ICEsoft and the Client, whether written or verbal, regarding the subject matter of this Agreement.

12.3 Force Majeure. Neither ICEsoft nor its affiliates shall be liable for any delay, interruption of service or failure to perform any obligation under this Agreement where the delay, interruption or failure results from any cause

beyond ICEsoft's reasonable control.

12.4   Governing Law. The laws of the province of Ontario, Canada shall, without reference to conflict of law rules, govern this Agreement.

12.5   Dispute Resolution: Prior to proceeding to court to resolve disputes both parties agree to undertake best efforts to resolve any disputes that fail to be addressed through customer support by negotiations escalated up to ICEsoft senior management levels. In the event of continued failure to resolve the dispute both parties agree to participate in non-binding arbitration to be located in Halifax, Nova Scotia or in another mutually acceptable location utilizing a professional arbitration service agreeable to both parties.

12.6   Relationship: Both ICEsoft and the Client are independent contractors, and this Agreement will not be construed to create a partnership, joint venture, agency, or employment relationship. Neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other.

12.7   Confidentiality and Publicity. Except as may be required by law, ICEsoft shall not disclose or make public any data pertaining to the Client's account or content generated by the Client associated with its use of the Voyent Alert! Service without having obtained prior written consent of the Client. This Agreement shall place no restrictions or obligations on Client regarding confidentiality. Provided this Agreement has not been terminated, ICEsoft may disclose through any form of communication medium that the Client is a commercial subscriber to the Voyent Alert! System. ICEsoft shall not ascribe any opinion or quote related to the Client's experience with the Voyent Alert! System without having secured the Clients prior written consent.

12.8   Notice: Notices may be provided by email, fax, or mail / courier deliver to the following:

To ICEsoft	To Client
ICEsoft Technologies Holdings Ltd.	Municipality of South Dundas
3553 31st St. N.W. Suite 261	34 Ottawa Street, PO Box 740
Calgary, AB, T2L 2K7	Morrisburg, ON, K0C 1X0
Phone: (403) 663 3320	Phone: (614) 543-2673
Fax: (403) 663 3322	Fax: (614) 354-6545
Email: product.sales@icesoft.com	Email: mail@southdundas.com

12.9   No Waivers. The failure by ICEsoft to enforce any provision of this Agreement shall not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by ICEsoft must be in writing to be effective.

12.10 Severability. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to

effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.
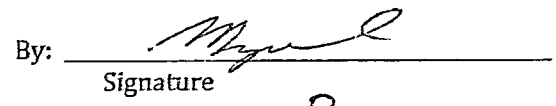
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by duly authorized representatives of the parties as of the Effective Date.

Effective Date: _____Jan 28_____, 2022

ICESOFT TECHNOLOGIES, INC.

By: _____
              Signature

Name: Liana Munroe

Title: Account Executive

MUNICIPALITY OF SOUTH DUNDAS, ON

By: _____
              Signature

Name: __Steven Byvelds.__
             Print or Type

Title: __Mayor__

Attachment 1:
Voyent Alert! Service Details and Fee Schedule

Client:
The Municipality of South Dundas
34 Ottawa Street, PO Box 740
Morrisburg, ON, K0C 1X0

Designated Client Contact:
Name: Kalynn Sawyer Helmer
Email: ksawyerhelmer@southdundas.com
Phone: (614) 543-2673

Reference Quote Number: VCQ-01941
Referenced Currency: $CAD

Product Description: Voyent Alert! Annual Standard Subscription - Subscription Level / Term: Premium* / 1-Year (see note 4 below re: Premium upgrade) Entitlements: - Unlimited registrations for the Municipality of South Dundas - Unlimited emergency and non-emergency notifications across all channels, no usage fees - Unlimited Team and Group communications - Up to 6 Administrator seats (additional at $500.00 each)	Fee Schedule CAD 4,500.00
Subscription Period:	One Year

Additional Terms:
i)   Payable Terms: Net 30 days from date of invoice. Invoicing to occur as of Service Start Date.
ii) Return Policy: 60 day unconditional return / cancellation.
iii) Subscription pricing guaranteed for 2 years.
In return for the Municipality of South Dundas
        a.   Agreeing to provide feedback on and participation in alpha and beta field trials related to proposed Premium Feature development for Voyent Alert and
        b.   subject to successful production launch of the above mentioned features, agreeing to act as a reference client and participate in customer use case generation for ICEsoft marketing purposes
the Municipality of South Dundas shall immediately receive a complimentary subscription upgrade to Premium Level or equivalent for so long as they maintain an active Service Subscription. See Schedule 1 Voyent Alert! Product Description Sheet.
v) Support shall be provided as per Schedule 2: Voyent Alert! Commercial Support Terms and Conditions

Schedule 1:
Voyent Product Description

Plan Options	Standard	Premium
Geofencing		
Rich Alert Zone Editor	✓	✓
Pre-defined Alert Templates		
Basic Library	✓	✓
Premium Library		✓
Communication Channels		
Mobile App (iOS and Android)	✓	✓
SMS/Email/Text to Voice	✓	✓
Social Media (Facebook/Twitter)		✓
Premium Exclusive Features		
Alert Scheduler		✓
Group/Team Alerting		✓
Topic Groups		✓
Recipient Response and Receipt Acknowledgement		✓
Training Environment		✓
KML/KMZ map file import		✓
3rd Party Service Integration		✓
CAP-CP Integrations		✓
Multi-Tier Administration		✓
Rich Media Support		✓
Emergency Concierge Service		✓
Training and Support		
Support Hours	9 AM to 7 PM EST	24/7/365
Access to Online Training	✓	✓
FAQ/Knowledge Base	✓	✓
SLA Support	✓	✓
Remote Desktop Service		✓
Phone Support		✓
Community Onboarding Collateral Kit		
Sample web page content		✓
Print-ready pdf files for mailers and one-pagers		✓
Print-ready pdf files for banners		✓
Sample social media post content		✓
End User YouTube Videos	✓	✓
End User community Info/FAQ site	✓	✓
Trial Period	60 Days	60 Days
Return/Cancellation Policy	60 Days	60 Days

ICESOFT
TECHNOLOGIES

Voyent Alert!
Hosted Services
Service Order

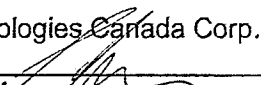|	
Quote Number: VCQ-01941 **Date:** 01/19/2022 **Quote Expiry Date:** 03/31/2022 *Date format: mm/dd/yyyy*	**Service Provider Details:** ICEsoft Technologies, Canada Corp. Suite 261, 3553 31st St. N.W. Calgary, AB, Canada, T2L 2K7 Email product.sales@icesoft.com
Quote Prepared For: The Municipality of South Dundas 34 Ottawa Street, PO Box 740 Morrisburg, ON, K0C 1X0 **Attention:** Name: Kalynn Sawyer Helmer Email: ksawyerhelmer@southdundas.com Phone: (614) 543-2673	**ICEsoft Contact Information:** ICEsoft Contact: Liana Munroe Telephone: +1 877 263-3822 ext. 330 Email: liana.munroe@icesoft.com

Product/Description:	**Amount**
Voyent Alert! Annual Service Subscription Subscription Level / Term: Premium* / 1-Year (see note 4 below re: Premium upgrade) **Entitlements:** - Unlimited registrations for the Municipality of South Dundas - Unlimited emergency and non-emergency notifications across all channels, no usage fees - Unlimited Team and Group communications - Up to 6 Administrator seats (additional at $500.00 each)	CAD 4,500.00
Total	**CAD 4,500.00**

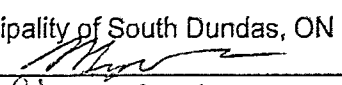**Additional Terms:**
    i)   Payment Terms Net 30 days. Invoicing to occur as of Subscription Start Date.
    ii) Return Policy: 60 Day unconditional return / cancellation from start of Subscription term. Cancellation request shall be evidenced by letter or email sourced from client staff.
    iii) Subscription pricing guaranteed for 2 years.
    iv) In return for the Municipality of South Dundas:
         a. Agreeing to provide feedback on new roadmap features, and
         b. Agreeing to act as reference and provide use case examples regarding service offering, the Municipality of South Dundas shall receive:
         c. a complimentary subscription upgrade to Premium Level (per Attachment 1) or equivalent for so long as they maintain an active Service Subscription.
All services provided are subject to ICEsoft Voyent Alert! Terms of Service Agreement.

The above service order and terms are agreed to as of _____ **Jan 28** , 2022.

ICEsoft Technologies Canada Corp.
By: _____
Name: Liana Munroe
Title: Account Executive

Municipality of South Dundas, ON
By: _____
Name: Steven Byvelds
Title: Mayor

Schedule 2
Voyent Alert! Commercial Support Terms and Conditions

The following shall constitute the entire and exclusive set of TERMS AND CONDITIONS under which support and services associated with the procurement a Voyent Alert! Service subscription. Applicable support shall commence as of the Service Start Date. Unless otherwise specified in the Voyent Alert! Service Details and Pricing Schedule, ICEsoft shall provide the following support services:

1. **Service Access:** ICEsoft shall make available to the Client via Internet access the most recent production version of the Voyent Alert! Service at the subscription level / feature content to which they are entitled.
2. **Service Hosting and Up Time:** ICEsoft hosts the Voyent Alert! Service on a Canadian-based Amazon Web Service platform and as such is dependent on Amazon for certain SLA parameters. ICEsoft shall use commercially reasonable efforts to ensure the Voyent Alert! Service is available for at least 99.9% of a subscription period.
3. **Scheduled Maintenance:** From time to time it shall become necessary to interrupt access to the Voyent Alert! Service in order to provide upgrades and carry out system maintenance. ICEsoft shall endeavour to keep such interruptions to a minimum and for as short a period as possible. ICEsoft shall provide five business days notice to Client for any scheduled interrupt.
4. **Support Service:** ICEsoft will use reasonable commercial efforts to remedy any programming error ("Bug") in the production version of the Service that prevent the Service from operating as intended. Bugs of a critical nature that may prevent use of the service shall be addressed as quickly as possible. Support issues of a minor nature, such as a particular user interface behaviour or a requested new feature enhancement shall be investigated and prioritized by ICEsoft and if suitable addressed in a future scheduled release at ICEsoft's sole discretion.
5. **Contacting Support:** ICEsoft shall provide the Clients holding a Basic Subscription with access to its online support portal, which will enable the Client to open support tickets and monitor resolution status. In addition, Clients subscribing to Premier Subscription packages will be provided with phone support and remote desktop sharing services to assist in resolving their support issues.
6. **Customer Responsibilities:** Customer will be requested to assist in the resolution of any reported Bug by providing information on the conditions and steps required in order to recreate the Bug(s).
7. **Support Limitations:** Client acknowledges and understands that no software is perfect or error free and that despite ICEsoft's commercially reasonable efforts ICEsoft may be unable to provide answers or resolve the Customers request for support services.

The above shall constitute the entire and exclusive set of terms and conditions under which support and maintenance shall be provided.