

February 10, 2022

Shelly D Hipson
RR3
Shelburne, B0T 1W0

Dear Shelly D Hipson:

Re: You are entitled to part of the information you requested – 2021-02261-HEA

The Department of Health and Wellness received your application for access to information under the *Freedom of Information and Protection of Privacy Act* (the Act) on December 6, 2021.

In your application, you requested a copy of the following records:

*Modified December 13th
The Contract between DHW and CANImmunize/Clinic Flow.
(Date Range for Record Search: From 3/31/2020 To 12/5/2021)*

You are entitled to part of the records requested. However, we have removed some of the information from this record according to subsection 5(2) of the Act. The severed information is exempt from disclosure under the Act for the following reasons:

- Section 20: unreasonable invasion of personal privacy.
 - 20(1), The head of a public body shall refuse to disclose personal information to an applicant if the disclosure would be an unreasonable invasion of a third party's personal privacy.
- Section 21: business confidential information.
 - 21(1), The head of a public body shall refuse to disclose to an applicant information that would reveal commercial, financial information of a third party.

The remainder of the records are enclosed.

You have the right to ask for a review of this decision by the Information Access and Privacy Commissioner (formerly the Review Officer). You have 60 days from the date of this letter to exercise this right. If you wish to ask for a review, you may do so on Form 7, a copy of which is attached. Send the completed form to the Information Access and Privacy Commissioner, P.O. Box 181, Halifax, Nova Scotia B3J 2M4.

Please be advised that a de-identified copy of this disclosure letter and the attached response to your FOIPOP application will be made public after 14 days. The package will

be posted online at <https://openinformation.novascotia.ca/>. The letter will not include your name, address or any other personal information that you have supplied while making your application under FOIPOP.

Please contact Tim Gregory at 902-424-3773 or by e-mail at timothy.gregory@novascotia.ca, if you need further assistance regarding this application.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Craig Beaton', with a stylized flourish at the end.

Craig Beaton
Associate Deputy Minister

Attachment



Implementation of ClinicFlow®

THIS **INTERIM PROFESSIONAL SERVICES AGREEMENT (STATEMENT OF WORK)** (this “SOW”) is dated the 16th day of December, 2020 (the “**Effective Date**”).

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NOVA SCOTIA, as represented by the Minister of Health and Wellness (the “**Province**”)

-and-

CANIMMUNIZE INC., a body corporate incorporated pursuant to the laws of Canada and with a principal place of business at 1 Calvert Street, Ottawa, Ontario, K2G 1M3 (“**CANI**”)

IN CONSIDERATION of the mutual promises herein contained, the parties covenant and agree as follows:

1. **Interim Implementation of ClinicFlow®.** CANI shall provide the limited implementation services described in the attached Schedule “A” (*Scope of Work*) (the “**Services**”). The Services may be supplemented, modified, or replaced by written agreement of the parties. All services supplied by CANI shall be performed in such manner only as is usual and customary in the skillful and proper supply of IT professional services in Canada.
2. **Term.** The term of this SOW is from the Effective Date until January 1, 2021, unless otherwise extended by written agreement of the parties
3. **Payment.** Work performed by CANI will be billed to the Province in two (2) installments. The first installment will be billed upon signature of this Agreement, to be paid net 30, and, in accordance with the Rate Cards in Schedule “B” (*Rate Card*), will cover all the work performed by CANI prior to the Effective Date of this Agreement. The second installment will be billed upon the termination of this Agreement and will be paid net 30 by the Province. For reference only, CANI will provide weekly accounts to the Province. At the written request of the Province, CANI will provide, within five (5) business days, expanded weekly accounts which will be in such format as may be reasonably requested by the Province. For all work performed under this Agreement, the Province shall pay CANI at the rates described in the attached Schedule “B” (*Rate Card*), in Canadian funds.
4. **HST/GST.** The Province shall pay HST/GST on applicable items, and CANI agrees to remit in accordance with applicable law.
5. **Reimbursable Expenses.** Reimbursable individual expenses will require the prior written approval of the Province. All reimbursable individual expenses will be reimbursed in accordance with the Province’s prevailing *Travel Policy*.
6. **Termination.** This SOW may be terminated by the Province at any time and for any reason upon giving five (5) days’ notice in writing to CANI. In the event of termination, the Province shall pay CANI for all work performed prior to the date of termination.

7. **Work Plans/Budgets.** The Province may require CANI to prepare a detailed work plan and/or budget for each stage or component of the Services when known with sufficient clarity to reasonably permit such work to be done. If required by the Province, the work plan and budget will be submitted to the Province for prior written approval and instructions prior to any work commencing. For the avoidance of doubt, the Province acknowledges that any work plan and/or budget is an estimate only and subject to change. Notwithstanding the preceding, changes to work plan and/or budget estimates will be agreed in writing by both parties. For reference only, final invoicing will be done at the end of the Agreement.
8. **Records.** CANI shall maintain appropriate accounting records for the services provided under this SOW and shall make available to the Province such accounting records upon request.
9. **Publicity.** Neither party shall use the name of the other party in any advertising, promotional materials or publicity releases, without securing the prior written approval of the party whose name is to be used (providing that the foregoing shall not prohibit internal announcements by a party within its own organization and that of its affiliates, nor listing the Province as a prospective customer of CANI in presentations to other customers).
10. **Independent Contractor.** Both parties agree that this SOW is a contract for the performance of services and that CANI is engaged as an independent contractor and that CANI and its employees, agents, and subcontractors are not, nor will be deemed to be, an employee, servant or agent of the Province.
11. **Time.** Time is of the essence for this SOW.
12. **Confidentiality. "Confidential Information"** means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or proprietary, or that reasonably should be understood to be confidential or proprietary given the nature of the information and the circumstances of disclosures, including but not limited to business and marketing plans, technology and technical information, product plans and designs, and business processes. Confidential Information of CANI includes the data, the technology, and the terms and conditions of this Agreement (including pricing). Each party acknowledges that it will be exposed to Confidential Information of the other party during the performance of the Agreement and hereby agrees not to disclose Confidential Information to any third party without the prior written consent of the Disclosing Party. The Receiving Party may only use Confidential Information for the purpose intended herein and may only disclose Confidential Information on a need to know basis to its employees and/or authorized agents who agree to or are bound to similar obligations of confidentiality.
13. **Disclosure of this Agreement.** CANI acknowledges that the Province has entered (and may in the future enter) into service agreements with other parties pertaining to the Province's contract management functions. As such, the Province is authorized by CANI to disclose this Agreement (or portions thereof) to such other parties, but solely to enable such other parties to fulfill their obligations to the Province under their agreement with the Province with respect to contract management, and for no other purpose whatsoever.
14. **Scope of Work and Disclaimers.** The parties agree and acknowledge that this Agreement is meant to cover the preparatory work for the implementation of an MVP deployment, but not the deployment of the MVP. In no event will either party, CANI's third-party suppliers, or any of CANI's directors, agents, officers, employees, representatives, successors or affiliates have any liability to the other party for (1) any claims or demands of third parties; or (2) any consequential, incidental, special, punitive, exemplary, or indirect damages, including but not limited to any damages for anticipated profits, loss of revenue, economic loss, costs of procurement of substitute goods or services, loss of use of equipment, or interruption of business, whether an action is in contract or tort and regardless of the theory of liability, even if a party has been advised of the possibility of such damages. The foregoing disclaimer will not apply to the extent prohibited by law. Except for a material breach of the confidentiality provisions set forth in Section 12 (*Confidentiality*), a material

breach of Section 15 (*No Personal Information or Personal Health Information*), or claims related to personal injury or property damage caused solely by CANI's gross negligence or willful misconduct, each party's entire liability and exclusive remedy for damages for any claims arising under or in connection with this Agreement, regardless of the cause of action, whether in contract or in tort (including without limitation, breach of warranty and negligence claims) will be limited to the claiming party's actual, awarded direct damages, not to exceed the total amount actually paid by the Province under this Agreement during the twelve (12) months immediately preceding the month in which the cause of action arose.

15. **No Personal Information or Personal Health Information.** For greater certainty, the parties acknowledge and agree that no Personal Information or Personal Health Information will be collected or used by either party for the Services under this Agreement. Where the manipulation of data is required for the performance of any component of the Services, then CANI shall only use Dummy Data, such as by using information with randomly generated identifiers. For the purposes of this Agreement, "**Personal Information**" means information about an identifiable individual or other information that is subject to any privacy law, including an individual's name, address, age, date of birth, sex, and religion, whether recorded in printed form, on film, by electronic means or otherwise, "**Personal Health Information**" has the meaning provided to such term in Section 4 [*Personal Health Information*] of the *Personal Health Information Act*, S.N.S. 2010, c. 41, and "**Dummy Data**" means generic, non-identifiable data that is not linked to any person, nor their Personal Health Information nor Personal Information.
16. **Entire Agreement.** This SOW (together with the attached Schedule "A" (*Scope of Work*) and Schedule "B" (*Rate Card*)) constitutes the entire agreement and understanding between CANI and the Province with respect to the Services and supersedes all prior negotiations, communications and other agreements, whether written or oral, relating to the subject matter hereof. Any amendment or modification to this SOW will have no force or effect unless it is in writing and signed by each of the parties.

IN WITNESS WHEREOF, the Province, through its duly authorized representatives, and CANI have caused this SOW to be executed as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

) **HER MAJESTY THE QUEEN in right of the Province**
) **of Nova Scotia**, as represented by the Minister of
) Health and Wellness
)

) Per: _____

Name: Sandra Cascadden
 Title: Associate Deputy Minister, DHW

) **CANIMMUNIZE INC.**
)
)

) Per: _____

Name: Katherine Atkinson
 Title: Chief Operating Officer

SCHEDULE "A"

Scope of Work

A. Background

Intended scope for this SOW to consist of preparatory work for the implementation of an MVP deployment of Clinic Flow to support the Province of Nova Scotia in their rollout of COVID-19 vaccinations.

B. Objectives

21(1)

21(1)

C. Deliverables and Delivery Dates

Objective	Deliverable	Expected Delivery Date
21(1)		December 3
		Phase 1 - December 14
		Phase 2 - December 30
		Phase 1+2 - December 17
		December 28
		December 21
		December 31
		December 31
		December 31
		December 31
		December 28

D. Period of Performance

21(1)

E. Province Resource Requirements

As deemed necessary by the parties.

SCHEDULE "B"

Rate Card

21(1)



Sandra Cascadden
ADM Digital Health & Wellness
1894 Barrington St.
4th Floor, Barrington Tower
Halifax, NS B3J 2R8

December 23, 2020

VIA ELECTRONIC MAIL 20(1) @canimmunize.ca)

Katherine Atkinson
Chief Operating Officer
CANImmunize Inc.

Dear Katherine:

RE: CANImmunize and Department of Health & Wellness Interim Statement of Work (SOW) – Extension of Term

This letter is further to our recent correspondence in which we discussed extending the term of the *Interim Professional Services Agreement (Statement of Work)* between CANImmunize and the Province dated December 16, 2020 (the "**Interim SOW**").

The Interim SOW is currently set to expire on January 1, 2020. Pursuant to Section 3 (*Term*) of the Interim SOW, we are hereby extending this expiry date to **January 18, 2020**.

I trust this is satisfactory. We look forward to continuing our work with CANImmunize as we head into the New Year.

Yours truly,

Sandra Cascadden
Associate Deputy Minister, Department of Health & Wellness
Province of Nova Scotia
Sandra.Cascadden@novascotia.ca

ACKNOWLEDGEMENT

The undersigned hereby acknowledges and agrees to the matters outlined in this letter. Dated this 23rd day of December, 2020.

Katherine Atkinson
Chief Operating Officer
CANImmunize Inc.

Confidential Warning The documents accompanying this letter contain information intended for a specific individual and purpose. The information is private and is legally protected by law. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reference to the contents of this letter and attached information is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original to us by regular mail.

Confidential Warning The documents accompanying this letter contain information intended for a specific individual and purpose. The information is private and is legally protected by law. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reference to the contents of this letter and attached information is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original to us by regular mail.



MASTER SERVICES AND SUBSCRIPTION AGREEMENT

This Master Services and Subscription Agreement (“MSSA”) is between CANImmunize Inc. with offices located at 1 Calvert Street, Ottawa, Ontario, K2G 1M3 (“CANI”) and Her Majesty the Queen in right of the Province of Nova Scotia, as represented by the Minister of Health and Wellness, with a principal office at 1894 Barrington Street, Barrington Tower, Halifax, Nova Scotia, B3J 2A8 (“Client”) (each a “Party” and collectively referred to as the “Parties”). This MSSA governs the use of certain products and/or services provided by CANI to Client as detailed in any Order Form or Exhibit, referencing this MSSA. This MSSA, any Exhibits, and any applicable Order Forms are collectively referred to as the “Agreement”. This MSSA is effective upon the date of Client’s signature indicated below (“Effective Date”). Capitalized terms not defined herein shall have the meaning set forth in the applicable Exhibit or Order Form.

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1. DEFINITIONS

- (a) **“Affiliate”** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.
- (b) **“Agreement”** or **“MSSA”** means, collectively, this Master Services and Subscription Agreement and any Exhibits, Order Forms, Schedules and Addenda hereto.
- (c) **“CANI Data”** means proprietary information gathered or created by CANI and provided to Client as part of the Services.
- (d) **“CANImmunize”** means a website and mobile app that stores the immunization records and related Personal Information and Personal Health Information of registered users.
- (e) **“CANI Technology”** means the source code, and software that are components of CANI’s Product Offerings.
- (f) **“Client Data”** means all electronic data and information submitted by or for Client to the Product Offerings or collected and processed by or for Client using the Product Offerings or the Services, and may, for greater certainty, include the Personal Information and Personal Health Information of registered users of CANImmunize.
- (g) **“Confidential Information”** means the terms of this Agreement and all confidential and business proprietary information of a Party hereto (including, with respect to Client, Client Data) disclosed in connection with the provision or receipt, as the case may be, of Product Offerings and/or Services hereunder; provided, however, that the term “Confidential Information” does not include any information that: (i) is or becomes a part of the public domain through no act or omission of the receiving Party; (ii) was in the receiving Party’s lawful possession prior to the disclosure and had not been obtained by the receiving Party, either directly or indirectly, from the disclosing Party; (iii) is lawfully disclosed to the receiving Party by a third party without restriction on disclosure; or (iv) is independently developed by the receiving Party. Notwithstanding the foregoing, for the purposes of this Agreement, Personal Health Information and Personal Information included in any Client Data constitutes Confidential Information regardless of whether it falls into one of the exceptions set out in paragraphs (i) through (v) of this Subsection 1(g).
- (h) **“Control”** means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- (i) **“Documentation”** means CANI’s online user guides, documentation, and help and training materials, as updated from time to time, accessible via the Product Offerings and/or the Services.
- (j) **“Exhibit”** means any addendum or other agreement in writing, in any case, agreed to by Client and CANI pertaining to the Product Offerings and/or the Services.
- (k) **“Malicious Code”** means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and trojan horses.
- (l) **“Order Form”** means an ordering document specifying the Product Offerings and/or Services to be provided hereunder that is entered into between Client and CANI or any of its Affiliates (by entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto), including any addenda and supplements thereto.
- (m) **“Personal Information”** means information about an identifiable individual or other information that is subject to any Privacy Law, including an individual’s name, address, age, date of birth, sex, and religion, whether recorded in printed form, on film, by electronic means or otherwise, including any such

information of Users.

- (n) **“Personal Health Information”** has the meaning provided to such term in Section 4 [Personal Health Information] of the *Personal Health Information Act*, S.N.S. 2010, c. 41, as may be amended from time to time.
- (o) **“Privacy Law”** means any federal, provincial or other applicable statute, laws or regulation of any governmental or regulatory authority relating to the collection, use, storage and/or disclosure of information about an identifiable individual, including the *Freedom of Information and Protection of Privacy Act* (Nova Scotia), the *Personal Health Information Act* (Nova Scotia), and the *Personal Information International Disclosure Protection Act* (Nova Scotia) (“**PIIDPA**”), as such legislation may be amended from time to time.
- (p) **“Product Offerings”** means, as applicable with respect to Client, the CANI software programs and modules that are subscribed to by Client under an Order Form or otherwise contemplated by this Agreement and made available by CANI or any of its Affiliates.
- (q) **“Service(s)”** means, as applicable with respect to Client, the professional services provided by CANI or any of its Affiliates for the implementation and support of the Product Offerings, that are provided to Client under an Order Form or otherwise contemplated by this Agreement.

(r) 21(1)

2. SERVICES AND PRODUCT OFFERINGS

- 2.1 **Services.** CANI agrees to provide the Services, further described in an Order Form or an Exhibit, in accordance with the terms and conditions of this Agreement. If any term of the Exhibit or the Order Form conflicts with this MSSA, the Exhibit or the Order Form will take precedence, but solely to the extent of the conflict.
- 2.2 **Key Personnel (Implementation).** CANI shall, promptly after the Effective Date of this MSSA, appoint all “Key Personnel” that are necessary to conduct the tasks required for the successful implementation of the Product Offerings. Such “Key Personnel” will be identified in writing to Client promptly following their appointment. Except in the case of sickness, resignation, termination of employment, change in employment (such as promotion or employee accepts employment in another function or affiliate of CANI), or a similar cause beyond CANI’s reasonable control, Key Personnel will not be removed by CANI from the provision of the implementation of the Product Offerings, without Client’s prior written consent. Where an individual in such a role is removed prior to completion of the implementation, they will be replaced by CANI with a new individual acceptable to Client with equivalent or better qualifications, seniority, expertise and knowledge.
- 2.3 **Subcontracting.** CANI shall not use any subcontractor to provide the Product Offerings or any Services without Client’s prior written consent. The subcontracting of all or any part of CANI’s obligations under this MSSA will not relieve CANI from any obligation or liability under this MSSA.
- 2.4 **Cooperation with Client’s Other Service Providers.** CANI acknowledges that Client has entered or may enter into agreements with other service providers for products and/or services that are intended to integrate, interface or operate in conjunction with the Product Offerings (“**Third Party Materials**”). The performance by such other service providers may require the cooperation and assistance of CANI and/or CANI’s subcontractors. As such, CANI shall, upon Client’s request, provide reasonable cooperation and assistance with any service providers of Third Party Materials. This includes: (i) making available and

providing information regarding the Product Offerings; (ii) cooperating to develop interfaces to or to integrate with any Third Party Materials; and (iii) providing reports, information and data affecting the development of Third Party Materials. Notwithstanding the preceding, Client's request and CANI's reasonable cooperation and assistance shall be contingent on CANI's prior approval, as reflected in a separate Order Form executed by both Parties.

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Software and Hardware Requirements. Client is responsible for meeting the then-current hardware, operating system, browser, and other technical requirements necessary to properly use and access the Product Offerings.

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3. RIGHTS AND LICENCES

3.1 Reservation of Rights. No license or other rights in the CANI Technology, exclusive of Client Data, are granted to Client hereunder, and all rights not expressly granted to Client herein are expressly reserved to CANI. Client agrees not to modify, create derivative works of, translate, reverse engineer decompile, disassemble the CANI Technology or the Product Offerings or otherwise recreate or gain access to the Product Offerings' source code.

3.2 21(1)

21(1)

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- 3.5 CANI Affiliates and Third Parties.** Subject to the requirements of applicable Privacy Law and Article 4 (*Confidentiality*) of this Agreement, CANI may share Client Data with its Affiliates or third parties that work on CANI's behalf or provide services to CANI in relation to CANI's provision of the Product Offerings and Services to Client, including but not limited to necessary hardware, software, networking, storage, and technologies required to run the Product Offerings. Client hereby consents to such use of Client Data by Affiliates and third parties. CANI shall, in providing the Product Offerings and Services, comply with all applicable Privacy Law and its privacy policy available at www.canimmunize.ca, or such other Web site address made publicly available.

4. CONFIDENTIALITY

- 4.1 Acknowledgement.** Each Party acknowledges that it will be exposed to Confidential Information of the other Party during the performance of the Agreement and hereby agrees not to disclose Confidential Information to any third party without the prior written consent of the disclosing Party. The receiving Party may only use Confidential Information for the purpose intended herein and may only disclose Confidential Information on a need to know basis to its employees and/or authorized agents who agree to or are bound to similar obligations of confidentiality.
- 4.2 Confidential Information.** All Confidential Information disclosed hereunder will remain the exclusive and confidential property of the disclosing Party. The receiving Party will not disclose the Confidential Information of the disclosing Party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing Party as it uses with respect to its own confidential information, but in no case less than reasonable care. Notwithstanding the foregoing, provided that: (A) the receiving Party gives the disclosing Party prior notice (to the extent legally permitted); and (B) does not obstruct or interfere with, and to the extent practical, permits the disclosing Party to obtain a protective order or other remedy to prevent, object to, enjoin, narrow the scope of, or otherwise contest the requested disclosure, the receiving Party may disclose Confidential Information of

the disclosing Party: (i) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it; and (ii) as appropriate, to respond to any summons or subpoena or in connection with any litigation.

4.3

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4.4 Feedback. The obligations set forth in this Article 4 (*Confidentiality*) shall not apply to any suggestions and feedback for product or service improvement, correction, or modification provided by Client in connection with any present or future CANI product or service, and, accordingly, neither CANI nor any of its clients or business partners shall have any obligation or liability to Client with respect to any use or disclosure of such information.

4.5 Compliance with Applicable Law. Without limiting the generality of any other provisions of this Agreement, CANI shall comply with all applicable laws in the exercise of its rights and the performance of its obligations under this Agreement. This includes any applicable Privacy Law.

5. HOSTING/AVAILABILITY AND SUPPORT

5.1 Hosting/Availability. CANI shall host and maintain the Product Offerings within a secure hosting environment, subject to the same industry standard security measures as all other CANI servers.

5.2 Technical Support. CANI shall provide technical support for the Product Offerings on the terms and in the manner described in each applicable Order Form.

6. FEES AND PAYMENT

6.1 Fees. Client will pay all fees set forth in an Order Form. Except as set forth in this Agreement, payment obligations are non-cancelable and fees paid are non-refundable. All payments will be made in Canadian dollars unless otherwise agreed to by the Parties. Client shall pay the fees in accordance with the payment terms set forth in an Order Form or upon signing of the Order Form if no such terms are contained in the Order Form.

6.2 Invoicing and Payment. Fees will be invoiced in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, fees are due net thirty (30) days from the invoice date. Client is responsible for providing complete and accurate billing and contact information to CANI and notifying CANI of any changes to such information.

6.3 Payment Disputes. If Client, in good faith, reasonably disputes any invoiced amounts, it may withhold such disputed amounts, provided that Client: (i) timely pays the undisputed portion of the invoice; and (ii) provides CANI with prompt written notice of the dispute and commences discussion with CANI to promptly resolve the dispute.

- 6.4 Late Charges.** If Client either: (i) defaults on its payment obligations for two (2) consecutive payments; or (ii) defaults on its payment obligations three (3) or more times in any given annual period, then any subsequent payment not received from Client by such payment's due date may accrue late charges at the rate of 1.5% of the outstanding balance per month, or at the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.
- 6.5 Taxes and Travel Expenses.** Prices set forth in the Order Form do not include taxes or travel expenses. Unless collected and remitted by CANI (as indicated on the invoice presented to Client by CANI), Client is responsible for payment of all taxes due to a governmental authority, if any, except for taxes imposed on CANI's net income. Client shall provide to CANI any certificate of exemption or similar document required to exempt any transaction under this Agreement from sales tax or other tax liability.
- 6.6 Withholding Taxes.** Client will be entitled to deduct or withhold from any payment(s) made to CANI pursuant to this MSSA any amount that Client may be required to deduct or withhold in accordance with applicable law. All such withheld taxes will be treated as having been paid to CANI by Client and CANI will not gross-up any fees or other amounts payable to CANI in respect of, or in anticipation of, any withholding and other taxes that Client may be required to collect or remit in respect of the Product Offerings or Services.
- 6.7 Future Functionality.** Client agrees that its purchases are not contingent on the delivery of any future functionality, or dependent on any oral or written public comments made by CANI regarding future functionality.

6.8

21(1)

7. REPRESENTATIONS AND WARRANTIES

- 7.1 Authorization.** Each Party represents and warrants that the undersigned individual has full authority to: (i) execute this Agreement on behalf of his/her respective Party; and (ii) bind his/her respective Party to this Agreement.

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7.5 21(1)

8. INDEMNIFICATION AND LIABILITY

21(1)

<p>8.6</p>	<p>21(1)</p>
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9. TERM AND TERMINATION

- 9.1 Term.** The term of this MSSA commences on the MSSA Effective Date and continues until the expiration or termination of all Service Terms (“**Term**”). Except as expressly set forth in this Agreement, this Agreement may not be terminated prior to the end of the Term.
- 9.2 Term of Subscriptions.** A “**Service Term**” is defined as the period of time for each Product Offering and/or Service provided to Client under this Agreement. Service Terms will be set forth in each applicable Order Form. Any professional services or custom services purchased by Client shall be used by Client within the longest Service Term of any service listed on the Order Form, or if no other service is listed on the Order Form, then within Client’s then-current Service Term.

9.3 21(1)

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9.7 **Termination of Order Forms.** For greater certainty, the right of the Client to terminate this Agreement in accordance with any provision that provides the Client with a right of termination includes the right for the Client to terminate any Order Form that is made under this Agreement. The Client may terminate one Order Form without affecting any other Order Forms that may be in effect at the time of termination.

9.8 21(1)

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obligation to pay any fees due or payable to CANI for the period prior to the effective date of termination.

- 9.10 Effect of Termination.** Upon any expiration or termination of this Agreement: (i) Client's right to use the Product Offerings shall cease, and CANI shall have no further obligation to make the Product Offerings and Services available to Client; (ii) except as otherwise expressly stated herein, all rights, licenses and/or access granted to Client under this Agreement will immediately cease; and (iii) Client shall return, delete or destroy any of CANI's Confidential Information and shall certify in writing to CANI that it has done so.

10. CHANGE ORDER TERMS

10.1 21(1)

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11. NOTICE

- 11.1 Notice.** Notice under this Agreement shall be in writing and shall be delivered personally, or by prepaid courier, or sent by facsimile, registered mail or postage prepaid to the other Party as provided below or as either Party shall later designate to the other in writing.

In the case of CANImmunize Inc. to:

20(1)

In the case of the Client to:

Sandra Cascadden
 Associate Deputy Minister
 Department of Health and Wellness
 Province of Nova Scotia
 1894 Barrington Street, 4th Floor
 Halifax, Nova Scotia, B3J 2A8
 Phone: (902)
 Email: Sandra.Cascadden@novascotia.ca

Any notice given in accordance with this section is effective on the date of delivery of the notice if it had been delivered, or on the third (3rd) business day following the date of mailing as the case may be. If the day the notice is effective falls on a day when a Party receiving the notice is normally closed for business, the notice shall not be effective until the next day that is a day when the Party is normally open for business.

12. GENERAL TERMS AND CONDITIONS

- 12.1 Publicity.** Neither party shall use the name of the other party in any advertising, promotional materials or publicity releases, without securing the prior written approval of the party whose name is to be used (providing that the foregoing shall not prohibit internal announcements by a party within its own organization and that of its affiliates, nor listing the Client as a customer of CANI in presentations to other customers).
- 12.2 Acting Reasonably.** With respect to CANI, any requirement set forth in this Agreement for it to ‘act reasonably’, ‘use reasonable efforts’, ‘use commercially reasonable efforts’, or any variations thereof, means the efforts that a reasonable person in the position of CANI would use to engage in that conduct competently and promptly, and consistently with industry practice. With respect to Client, any requirement set forth in this Agreement for Client to ‘act reasonably’, ‘use reasonable efforts’, or any variations thereof, will not require Client to act in a manner that is contrary to, or is inconsistent with, any policies, directives, executive directions, Treasury Board or Executive Council decisions, regulations, or legislation.
- 12.3 Mutual Non-Solicitation.** During the Term and for a period of two (2) years thereafter, neither Party will, directly or indirectly, employ, offer employment to, or otherwise retain the services of, any officers, agents, representatives or employees of the other Party. The foregoing restriction will not apply to the employment of any person who responds to a general recruitment advertisement in the normal course of business.
- 12.4 Conflict of Interest.** CANI shall not permit an actual or potential conflict of interest to arise between its obligations to Client under this Agreement and its obligations to any third party. CANI shall notify Client immediately if any such perceived or actual conflict of interest arises.
- 12.5 No Fettering of Legislative Authority.** Nothing in this MSSA will be construed as an agreement by Client to restrict, limit, or otherwise fetter in any manner Client’s ability to introduce, pass, amend, modify, replace, revoke or otherwise exercise any rights or authority regarding legislation, regulations, policies or any other authority of the legislative branch of the Nova Scotia Provincial Government.
- 12.6 Non-Exclusivity.** This MSSA will not be interpreted to grant to CANI any exclusive rights or to bind Client in any way to an exclusive relationship with CANI. Subject to the restrictions found in this MSSA, Client will be entitled to freely obtain, develop or provide, applications, systems or other software, documentation or other products or equipment relating to, interfacing with or otherwise to be used as part of, in substitution for, or in connection with the Product Offerings.
- 12.7 Survival.** All provisions of this Agreement which, by their nature, ought reasonably to survive the termination or expiry of this Agreement shall survive any such termination or expiry.

12.8 Assignment. Neither Party may assign its rights or obligations under this Agreement without the prior consent of the other Party.

12.9 Force Majeure. Dates and times by which a Party is required to render performance under this Agreement or any schedule hereto, other than an obligation to pay, shall be postponed automatically to the extent and for the period of time that such Party is prevented from meeting them by reason of any cause beyond its reasonable control which is including but not limited to: (1) failures of utility services or transportation networks; (2) acts of public enemies; (3) terrorism; (4) war; (5) insurrection or riot; (6) natural disasters; (7) pandemic; or (8) any other events beyond a Party's reasonable control; provided the Party prevented from rendering performance: (i) notifies the other Party immediately and in detail of the commencement and nature of such cause and the probable consequences thereof; (ii) promptly develops a workaround strategy; and (iii) uses reasonable efforts to render performance in a timely manner utilizing, to such end, all resources reasonably required in the circumstances, including obtaining supplies or services from other sources if same are reasonably available and to otherwise resume service to the applicable standard.

12.10 21(1)

12.11 Dispute Resolution. If a dispute, controversy or claim arises out of or relates to this Agreement, the Parties, acting in good faith, agree to first seek to resolve the dispute or conflict (a "**Dispute**") in an amicable and constructive manner; the parties designated in Section 10.1 (*Notice*) shall first discuss and seek to resolve such Dispute prior to its escalation to applicable managers and/or officers acting for each Party.

12.12 Entire Agreement. This Agreement, including the attached Order Forms, Schedules and Addenda (as applicable), represents the entire understanding between or among the Parties and supersedes all previously or contemporaneously executed agreements. This Agreement shall not be amended, modified, varied or supplemented except in writing signed by each of the Parties. No failure or delay on the part of any Party hereto to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof. Should any provision of this Agreement be found to be invalid by a court of competent jurisdiction that provision shall be deemed severed and the remainder of this Agreement shall remain in full force and effect.

12.13 Relationship of Parties. The Parties hereto are independent contractors. Nothing contained herein shall be deemed or construed to create between or among the Parties hereto a partnership or joint venture or employment or principal-agent relationship. No Party shall have the authority to act on behalf of any

other Party or to bind another Party in any manner.

- 12.14 Use of Feedback.** Client grants to CANI and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Product Offerings and/or Services any suggestion, enhancement request, recommendation, correction or other feedback provided by Client or Users relating to the Product Offerings and/or Services.
- 12.15 Severability.** If for any reason, a provision of this Agreement is found to be or becomes invalid or unenforceable, whether in whole or in part, such provision or part thereof declared invalid or unenforceable shall be deemed to be severable and shall be deleted from this Agreement and all remaining terms and conditions of this Agreement will continue to be valid and enforceable.
- 12.16 Governing Law and Forum.** This Agreement will be governed by, subject to and interpreted in all respects in accordance with the laws of the Nova Scotia and the laws of Canada applicable therein. Each Party consents and attorns to the exclusive jurisdiction of the Provincial and Federal courts located in Halifax, Nova Scotia with respect to the hearing of any Disputes regarding the interpretation or enforcement of this Agreement. Each Party hereby irrevocably waives, to the fullest extent permitted by law, all rights to trial by jury in any action, proceeding or counterclaim, whether in contract, statute, tort (such as negligence), or otherwise, relating to this Agreement.
- 12.17 Counterparts.** This Agreement may be executed in counterparts and when both Parties have executed an identical counterpart and delivered a copy thereof to each other (by personal delivery or facsimile transmission), then all the counterparts taken together shall be deemed to constitute a single identical agreement dated as of the Effective Date.
- 12.18 Electronic Execution.** Delivery of an executed signature page to this Agreement by any Party by electronic transmission will be as effective as delivery of a manually executed copy of the Agreement by such Party.

[signature page follows]

IN WITNESS WHEREOF the Parties have duly executed this Agreement as of the Effective Date.

CANImmunize Inc.

**Her Majesty the Queen in Right of the Province of
Nova Scotia**, as represented by the Minister of Health
and Wellness

Katherine Atkinson

I have the authority to sign on behalf of the corporation

Name: Katherine Atkinson
Title: Chief Operating Officer (COO)

Date: January 8, 2021

Sandra Cascadden

*I have the authority to sign on behalf of the Minister of
Health and Wellness*

Name: Sandra Cascadden
Title: Associate Deputy Minister
Department of Health & Wellness

Date: January 8, 2021



ORDER FORM FOR PROFESSIONAL SERVICES AND SUBSCRIPTION TO CLINIC FLOW®–
HOSTING, TECHNICAL SUPPORT, AND SERVICE LEVELS

THIS ORDER FORM is effective as of the latest date on which it has been signed by both parties (the “Effective Date”).

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NOVA SCOTIA, as represented by the Minister of Health and Wellness (the “Province”)

-and-

CANIMMUNIZE INC., a body corporate incorporated pursuant to the laws of Canada and with a principal place of business at 1 Calvert Street, Ottawa, Ontario, K2G 1M3 (“CANI”)

Document Change History

Version	Date	Updated By	Change Log
1.0	December 29, 2020	CANImmunize	First draft
2.0	January 8, 2020	PNS	Second draft
3.0	January 15, 2020	CANI/PNS	Third draft
4.0	February 1, 2021	PNS	Fourth draft
4.1	February 5, 2021	PNS	Edits to update terms regarding “problem” and “incident”.

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1. **Overview of this Order Form.** The Province of Nova Scotia ("**Client**") is subscribing to CANImmunize's Clinic Flow[®] application (the "**Product Offering**") to support the roll-out of COVID-19 vaccinations in the Province. This Order Form outlines the agreed upon services, priorities and responsibilities related to the hosting, support and maintenance of the Product Offering once it goes live.
2. **Service Term.** The Service Term for this Order Form is from the Effective Date until 5:00 p.m. (AST) on March 31, 2022, unless otherwise extended by written agreement of the parties.
3. **Payment.** For all Services provided under this Order Form, Client shall pay CANI the amounts described in the attached Schedule "A" (*Pricing Tables*), in Canadian funds.
4. **Incorporation of the Parties' Master Services and Subscription Agreement (MSSA).** This Order Form is annexed to the parties' Master Services and Subscription Agreement executed by the parties on January 8, 2021 (the "**MSSA**"). As such, all terms and conditions of the MSSA are hereby incorporated into and form a material part of this Order Form.

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Withheld

21(1)

21(1)

23. **Records.** CANI shall maintain appropriate accounting records for the services provided under this Order Form and shall make available to the Client such accounting records upon request.

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have caused this Order Form to be executed as of the day and year written below.

SIGNED, SEALED AND DELIVERED

) **HER MAJESTY THE QUEEN in right of the Province**
) **of Nova Scotia**, as represented by the Minister of
) Health and Wellness
)

) Dated: March 15, 2021
)

) Per: 
)

) Name: Sandra Cascadden
) Title: Associate Deputy Minister, DHW
)

) **CANIMMUNIZE INC.**
)

) Dated: March 7, 2021
)

) Per: 
)

) Name: Katherine Atkinson
) Title: Chief Operating Officer
)
)

SCHEDULE "A"

21(1)

SCHEDULE “B”

21(1)

Withheld

21(1)

SCHEDULE “C”

21(1)

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Withheld

21(1)