

## Subscriber Agreement Renewal

365 Bloor St. E.  
Toronto, ON, M4W 3L4  
Tel: 1-800-661-7678  
Fax: 416-442-2968

Offer Number: Q006538  
Offer open until: 02/05/2018  
Renews Subscription: A-S00000723

<b>Bill To</b>  OFFICE OF INFO & PRIVACY COMMISSIONER/ONT Andrea Corlett COMMISSIONERS OF ONTARIO 2 BLOOR ST. E. SUITE 1400 Toronto, ON M4W 1A8	<b>Sold To</b>  OFFICE OF INFO & PRIVACY COMMISSIONER/ONT Andrea Corlett COMMISSIONERS OF ONTARIO 2 BLOOR ST. E. SUITE 1400 Toronto, ON M4W 1A8
<b>Renewal Effective Date:</b> 01/06/2018 <b>Renewal Term:</b> 12  <input type="checkbox"/> Monthly billing <input checked="" type="checkbox"/> Annual billing	<b>Total Contract Commitment:</b> \$ 38,000.00 <b>Currency:</b> CAD

SUBSCRIPTION TYPE	FEATURES INCLUDED
Infomart Platform: Corporate Plan	Up to 10 direct users; 200 indirect users; 10 Portfolios; 60 Topics; Unlimited traditional media; Full print news archives; Web monitoring; Newsletter/RSS redistribution tool; Folders; Clipboard; Tagging; Task/workflow; Media Contacts; Reporting

<b>Annual Contract Commitment**:</b>	\$ 38,000.00
--------------------------------------	--------------

*All\* fees subject to applicable taxes.*

<b>Special Terms &amp; Notes</b>
----------------------------------

**This renewal to the Subscriber Agreement (the "Contract") renews the Terms and Conditions of the Subscriber Agreement (A-S00000723) between Infomart, a division of Meltwater News Canada Inc. ("Infomart") and OFFICE OF INFO & PRIVACY COMMISSIONER/ONT ("Subscriber") for the services outlined above ("Services").**

Services are limited to the users defined under "Internal Distribution for Infomart Media Monitoring" in the Infomart Subscriber Agreement Terms & Conditions.

**1. Commencement of Service:**

This Service will begin within two (2) business days of the Renewal Effective Date.

**2. Renewal:**

This Contract will be automatically renewed at the end of the Initial Term for additional one (1) year periods ("Renewal Term(s)") unless otherwise terminated by either party by giving written notice no less than ninety (90) days prior to the end of the Initial or Renewal Term(s).

**3. Terms and Conditions**

Infomart reserves the right to modify the terms of any Service or the Contract at any time. Notice of such modifications will be given by Infomart posting additional terms and conditions on the Website through which the Subscriber accesses the Service. Your continued use of the Service via the Site will indicate your acceptance of any additional terms and conditions posted to the Site. We encourage you to review any additional terms and conditions that may appear on the Site from time to time.

**4. Final Agreement:**

Except as expressly modified in this Contract all other Terms and Conditions of the Subscriber Agreement will remain in full force and effect and unaffected by this contract.

**Please sign and date this Contract in the space provided to indicate that you have read and accept the terms of this Contract. Keep a copy for your records. Agreed to and accepted by:**

<b>Subscriber: Andrea Corlett, OFFICE OF INFO &amp; PRIVACY COMMISSIONER/ONT</b>	
<b>Authorized Signature:</b> 	<b>Date:</b> May 30, 2018
<b>Print Name:</b> Janet Geisberger	<b>Title:</b> Director of Corporate Services
<b>Telephone Number:</b> (416) 526-3937	
<b>Email Address:</b> janet.geisberger@ipc.on.ca	

- Subscriber shall not use a Broadcast Monitoring item in any manner that is not allowed pursuant to Contract.
- Subscriber shall acknowledge that all rights, including copyright, in an excerpt or transcript of a Broadcast Monitoring item program are the sole property of the relevant broadcaster.
- Subscriber is limited to private, internal, non-commercial use. All reproduction, broadcast, transmission or other use of this work is strictly prohibited.
- Subscriber is responsible for all Broadcast usage on all user ID's as outlined in this contract. Subscriber is responsible for educating the users of the Broadcast Media Monitoring service of any additional fees and taxes applicable to the Broadcast Media Monitoring service as outlined below.

#### **Fees Applicable to Broadcast Media Monitoring Services:**

##### **Broadcast Monitoring: Radio (pay-as-go)**

- View Transcript and Play Audio Stream: \$25
- Download Permanent Copy of Audio Stream in MP3 format. (Requires View step as per above) : \$25

##### **Broadcast Monitoring: Television (pay-as-go)**

- View Transcript and Play TV Stream: \$25
- Download Permanent Copy of TV Stream in Windows Media or Quicktime format. (Requires View step as per above): \$25

##### **Broadcast Monitoring: Radio Value Plan**

- View Transcripts: Unlimited
- Play Audio Stream: included\*
- Download Permanent Copy of Audio Stream in MP3 format: \$50
- If Subscriber's use of Radio Broadcast Monitoring during the term exceeds the yearly maximum of 1200 Audio Streams, the Subscriber will pay such excess charges to Infomart billed at the rates listed herein.
- Audio Stream: \$7.00

##### **Broadcast Monitoring: Television Value Plan**

- View Transcripts: Unlimited
- Play TV Stream: included\*
- Download Permanent Copy of TV Stream in Windows Media or Quicktime format: \$50
- If Subscriber's use of TV Broadcast Monitoring during the term exceeds the yearly maximum of 1200 TV Streams, the Subscriber will pay such excess charges to Infomart billed at the rates listed herein.
- TV Stream: \$7.00

#### **Professional Services**

Personalized professional services provided by Infomart include the provision of topic focused executive summaries, targeted research and strategic solutions.

Infomart relies on third party content to compile and perform all professional services. No attempt is made to verify the content of the third party information; the above representations and warranties accordingly apply.

## Special Clauses

The following terms and conditions will apply in the event Subscriber has purchased the following Services:

### Web Monitoring:

Infomart shall provide Subscriber with Web Monitoring services through a service provider to be determined by Infomart (the "Third Party Provider"). Infomart may cancel all or part of the Web Monitoring if the provision of all or part of the Web Monitoring: (a) becomes the subject of a claim that such Web Monitoring infringe the ownership rights of any third party or that Infomart does not have the right to permit other to use the Web Monitoring; (b) the agreement between the Third Party Provider and Infomart is breached, modified or terminated by the Third Party Provider and as a result Infomart is unable to continue to provide all or part of the Web Monitoring on terms reasonably acceptable to Infomart; or (c) becomes illegal or contrary to any applicable law.

### Social Media:

Infomart shall provide Subscriber with social media monitoring services. social media monitoring may be provided by a third party retained at Infomart's sole discretion (the "Third-Party Provider"). Infomart may cancel all or part of the social media monitoring if the provision of all or part of the social media monitoring: (a) becomes the subject of a claim that such social media monitoring infringe the ownership rights of any third party or that Infomart does not have the right to permit other to use the Social Media Monitoring; (b) the agreement between the Third-Party Provider and Infomart is breached, modified or terminated and as a result Infomart is unable to continue to provide all or part of the social media monitoring on terms reasonably acceptable to Infomart; or (c) becomes illegal or contrary to any applicable law.

With respect to all social media monitoring, as the very nature of the content accessed through the service is unreliable, unstructured, unverified and often unattributable, Infomart specifically disclaims any liability for all social media monitoring.

Volume limits apply to social media services. These limits are intended to be generous enough to cover most moderate users' needs. Should you require higher limits, please consult a sales representative about our Power Up options.

### Broadcast Media Monitoring:

All broadcast media monitoring shall be subject to the following terms:

- A 14% surcharge for the CBC and The Canadian Broadcasting Rights Agency ("CBRA") will be applied monthly to Broadcast Monitoring items.
- A 10% surcharge for The Cable Public Affairs Channel ("CPAC") will be applied monthly to CPAC Broadcast Media Monitoring items.
- Subscriber shall use Broadcast Monitoring items only for its own private, non-commercial internal review and analysis
- Subscriber shall not perform, communicate, display, exhibit, broadcast, download, e-mail, transmit, distribute or make available any part of a Broadcast Monitoring item by any means whatsoever, but may circulate internally a Broadcast Monitoring item by means that are strictly internal
- Subscriber shall not copy, show or provide any part of a Broadcast Monitoring item to any other person, except as the monitor may specifically authorize in the case of reproductions of paper copies of transcripts.
- Subscriber shall not use any part of a Broadcast Monitoring item in connection with any legal, regulatory, or administrative proceeding, political campaign, or meeting of a political nature, for marketing, advertising, publicity, endorsements, or promotional purposes, or for any purpose that is contrary to law.