

## CITYSHIELD PLATFORM AGREEMENT TERMS OF USE

This CityShield Platform Agreement and Terms of Use (this “**Agreement**”) is a binding contract between you (“**User**”) and Innovate Cities (“**Innovate Cities**”).

THIS AGREEMENT TAKES EFFECT WHEN USER CLICK THE “I ACCEPT” BUTTON OR BY ACCESSING OR USING CITYSHIELD (THE “**EFFECTIVE DATE**”). BY CLICKING ON THE “I ACCEPT” BUTTON BELOW OR BY ACCESSING OR USING CITYSHIELD USER (A) ACKNOWLEDGES THAT USER HAS READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENTS AND WARRANTS THAT USER HAS THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND, IF ENTERING INTO THIS AGREEMENT FOR AN ORGANIZATION, THAT USER HAS THE LEGAL AUTHORITY TO BIND THAT ORGANIZATION; AND (C) ACCEPTS THIS AGREEMENT AND AGREES THAT USER IS LEGALLY BOUND BY ITS TERMS.

IF USER DOES NOT AGREE TO THESE TERMS, PLEASE SELECT THE “I DECLINE” BUTTON BELOW. IF USER DOES NOT ACCEPT THESE TERMS, USER MAY NOT ACCESS OR USE CITYSHIELD.

### 1. **Interpretation and Scope.**

- (a) **Definitions.** Capitalized terms used herein and not otherwise defined will have the respective meanings set out in Schedule A (Definitions).
- (b) **Scope and Terms.** This Agreement governs User’s access to and use of CityShield by User for all purposes. Further, to the extent that User:
  - (i) is a Dataset Provider (including to the extent User markets or licenses any User Dataset to Dataset Consumers, or makes available a User Dataset via CityShield for such purpose), then the additional terms set out in Schedule B (Dataset Provider Terms) will apply; and
  - (ii) is a Dataset Consumer (including to the extent User accesses, uses or licenses any CityShield Dataset that is made available by a Dataset Provider) then the additional terms set out in Schedule C (Dataset Consumer Terms) will apply.
- (c) **Conflict or inconsistency:** In the event of any conflict or inconsistency between the terms of the main body of this agreement and the schedules hereto, then the following order of priority will apply (from highest priority, to lowest priority): (i) Schedule B and Schedule C (with equal priority); (ii) the main body of this Agreement and Schedule A (with equal priority); and (iii) Schedule D.
- (d) **Schedules.** The following are the Schedules to this Agreement:

Schedule A	Definitions
Schedule B	Additional Dataset Provider Terms
Schedule C	Additional Dataset Consumer Terms
Schedule D	CityShield Standard Dataset EULA

- (e) Amendments to this Agreement. Innovate Cities reserves the right in its sole discretion to revise and update this Agreement from to time. Any and all such modifications are effective immediately upon posting and apply to all access to and continued use of CityShield. Innovate Cities will use reasonable efforts to provide notice of material modifications to this Agreement to the email address provided by User. User agrees to periodically review the Agreement posted at [www.cityshield.ca](http://www.cityshield.ca) in order to be aware of any such modifications and User's continued use shall be your acceptance of such modifications.

## 2. **CityShield Access and Use.**

- (a) Provision of Access. Subject to the terms and conditions of this Agreement, Innovate Cities hereby grants User a non-exclusive, non-transferable right to access and use CityShield during the Term, solely for use by Authorized Personnel in accordance with the terms and conditions herein. Such use is limited to User's use as a Dataset Consumer or Dataset Provider (as applicable) and in accordance with the Documentation. Innovate Cities shall provide to User the necessary passwords and network links to allow User to access CityShield, and all access will be performed via web browser.
- (b) Documentation Licence. Subject to the terms and conditions contained in this Agreement, Innovate Cities hereby grants to User a non-exclusive, non-sublicenseable, non-transferable licence to use the Documentation during the Term solely for User's internal business purposes in connection with its use of CityShield.
- (c) Use Restrictions. User shall not use CityShield for any purposes beyond the scope of the access granted in this Agreement. User shall not at any time, directly or indirectly, and shall not permit any Authorized Personnel to: (i) copy, modify, or create derivative works of CityShield or the Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available CityShield or the Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of CityShield, in whole or in part; (iv) remove any proprietary notices from CityShield or Documentation; or (v) use CityShield or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.
- (d) Reservation of Rights. Innovate Cities reserves all rights not expressly granted to User in this Agreement. Except for the limited rights and licences expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to User or any third party any intellectual property rights or other right, title, or interest in or to the Innovate Cities IP.
- (e) Suspension. Notwithstanding anything to the contrary in this Agreement, Innovate Cities may temporarily suspend User's and any Authorized Personnel's access to any portion or all of CityShield if: (i) Innovate Cities reasonably determines that (A) there is a threat or attack on CityShield, (B) User's or any

Authorized Personnel's use of the Innovate Cities IP disrupts or poses a security risk to the Innovate Cities IP or to any other CityShield Participant or vendor of Innovate Cities, (C) User, or any Authorized Personnel, is using the Innovate Cities IP for fraudulent or illegal activities, (D) subject to applicable law, User has ceased to continue its business 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, or (E) Innovate Cities' provision of CityShield to User or any Authorized Personnel is prohibited by applicable law; or (ii) any vendor of Innovate Cities has suspended or terminated Innovate Cities' access to or use of any third-party services or products required to enable User to access CityShield (any such suspension described in subclause (i) or (ii), a "**Suspension**"). Innovate Cities will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that User or any Authorized Personnel may incur as a result of a Suspension.

- (f) Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Innovate Cities may monitor User's use of CityShield and collect and compile Aggregated Statistics. As between Innovate Cities and User, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Innovate Cities. User acknowledges that Innovate Cities may compile Aggregated Statistics based on User Datasets input into CityShield. User agrees that Innovate Cities may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law.
- (g) User Responsibilities. User is responsible and liable for all uses of CityShield and Documentation resulting from access provided by User, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, User is responsible for all acts and omissions of Authorized Personnel, and any act or omission by an Authorized Personnel that would constitute a breach of this Agreement if taken by User will be deemed a breach of this Agreement by User. User shall use all reasonable efforts to make all Authorized Personnel aware of this Agreement's provisions as applicable to such Authorized Personnel's use of CityShield and shall cause Authorized Personnel to comply with such provisions.
- (h) CityShield Dataset Request/Approval Process. A Dataset Consumer may request access to, and a license for, a CityShield Dataset by submitting a request to the applicable Dataset Provider via the request function in CityShield. Such request will be forwarded to the applicable Dataset Provider who may approve or decline such request. If the applicable Dataset Provider approves such request, then: (i) the Dataset Consumer will be provided access to the applicable CityShield Dataset via CityShield; and (ii) the Standard Dataset EULA sets out the terms of such license between the Dataset Consumer and Dataset Provider, as further set out in Schedule B and Schedule C.

3. **Confidentiality; Privacy; Intellectual Property**

- (a) **Confidential Information.** From time to time during the Term, Innovate Cities may disclose or make available to User information about Innovate Cities' business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether or not marked, designated, or otherwise identified as "confidential". User shall not disclose such confidential information to any person or entity, except to the Authorized Personnel who have a need to know the such confidential information for User to exercise its rights or perform its obligations hereunder. User will employ reasonable safeguards (including technical, physical, administrative and procedural safeguards) that are consistent with generally accepted security practices in Canada to prevent any unauthorized use or disclosure of such confidential information. User will return (or, if requested by Innovate Cities, destroy) all such confidential information to Innovate Cities at the end of the Term or as otherwise requested by Innovate Cities.
- (b) **Personal Information.** Innovate Cities will collect, use and disclose Personal Information of the User and its Authorized Personnel in accordance with its privacy policy, which will be made available by User upon request submitted to Innovate Cities. User acknowledges and agrees, and will ensure that its Authorized Personnel acknowledge and agree, to such policy prior to disclosing any personal information to Innovate Cities.
- (c) **Innovate Cities IP.** User acknowledges that, as between User and Innovate Cities, Innovate Cities owns all right, title, and interest, including all intellectual property rights, in and to the Innovate Cities IP. User obtains no right, title or interest in the Innovate Cities IP except for the license expressly granted here.

4. **Disclaimer.**

- (a) **Disclaimer re: CityShield.** CityShield and all other Innovate Cities IP is provided "as is" and Innovate Cities hereby disclaims all warranties and conditions, whether express, implied, statutory, or otherwise. Innovate Cities specifically disclaims all implied warranties and conditions of merchantability, fitness for a particular purpose, title, and non-infringement, and all warranties arising from course of dealing, usage, or trade practice. Innovate Cities makes no warranty of any kind that CityShield or the Innovate Cities IP, or any products or results of the use thereof, will meet User's or any other person's requirements, operate without interruption, achieve any intended result, be compatible or work with any software, system, or other services, or be secure, accurate, complete, free of harmful code, or error free.
- (b) **Disclaimer re: CityShield Datasets.** User acknowledges and agrees that the Dataset Provider, and not Innovate Cities:
  - (i) is the licensor of the applicable CityShield Dataset(s);

- (ii) is responsible for addressing any claims of CityShield Participants and other third parties relating to their CityShield Dataset(s), including relating to liability claims, regulatory or privacy issues or intellectual property infringement claims;
- (iii) is responsible for any product warranties, whether express or implied by law; and
- (iv) is responsible for all support or maintenance in respect of CityShield Datasets.

5. **Indemnification and Limitations on Liability.**

- (a) Indemnification. User shall indemnify, hold harmless, and, at Innovate Cities' option, defend Innovate Cities from and against any losses, damages, liabilities, costs (including legal fees) ("**Losses**") resulting from third-party claim, suit, action, or proceeding ("**Third-Party Claim**") based on User's or any Authorized Personnel's: (i) negligence or wilful misconduct; (ii) use of CityShield in a manner not authorized by this Agreement; (iii) use of CityShield in combination with data, software, hardware, equipment or technology not provided by Innovate Cities or authorized by Innovate Cities in writing; or (iv) modifications to CityShield not made by Innovate Cities, provided that User may not settle any Third-Party Claim against Innovate Cities unless Innovate Cities consents to such settlement, and further provided that Innovate Cities will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defence thereof by counsel of its own choice.
- (b) Limitations on Liability. In no event will Innovate Cities be liable under or in connection with this Agreement under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, and otherwise, for any: (i) consequential, incidental, indirect, exemplary, special, aggravated, or punitive damages; (ii) increased costs, diminution in value, or lost business, production, revenues, or profits; (iii) loss of goodwill or reputation; (iv) use, inability to use, loss, interruption, delay or recovery of any data, or breach of data or system security; or (v) cost of replacement goods or services, in each case regardless of whether Innovate Cities was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable. In no event will Innovate Cities' aggregate liability arising out of or related to this agreement under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, and otherwise exceed \$1,000.

6. **Term and Termination.**

- (a) Term: The term of this Agreement begins on the Effective Date and continues in effect until terminated in accordance with Section 6(b) (the "**Term**").
- (b) Termination:
  - (i) Innovate Cities may terminate this Agreement, for any or no reason, by providing 30 days' prior written notice to User.

- (ii) User may terminate this Agreement, for any or no reason, by providing 30 days' prior written notice to Innovate Cities (provided, however, to the extent User is a Dataset Provider, then following any such termination this Agreement will continue in force with respect to those User Datasets that have active licenses granted by User at the time of termination, until the expiry or termination of such licenses);
  - (iii) Innovate Cities may terminate this Agreement, effective on written notice to User:
    - (A) if User breaches any of its obligations under 2(c) or 3;
    - (B) if User materially breaches any other provision of this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after Innovate Cities provides User with written notice of such breach.
  - (iv) Either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- (c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement:
- (i) User shall immediately discontinue access and use of CityShield and all other Innovate Cities IP and User shall delete, destroy, or return all copies of the Innovate Cities IP.
  - (ii) For clarity, upon termination of this Agreement, any licenses to CityShield Datasets that have been granted by or to User will automatically terminate accordance with Schedule C (subject to the continuation of the Agreement with respect to in-force licenses set out in Section 6(b)(ii)).
- (d) Survival. Sections 3, 5, 6(c), 6(d) and 7, Section 7) of Schedule B and Section 5) of Schedule C, and any other provisions herein required for the interpretation thereof, shall survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

## 7. General.

- (a) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Schedules, constitutes the sole

and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

- (b) Notices. All notices, requests, consents, claims, demands, waivers, summons, and other legal process, and other communications under this must be in writing and addressed to the other party, and provided via the messaging function in CityShield or to the email or other address for the party specified in CityShield.
- (c) Waiver. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement: (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- (d) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- (e) Governing Law. This Agreement and all related documents including all Schedules attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- (f) Choice of Forum. Any legal suit, action, litigation, or proceeding of any kind whatsoever in any way arising out of, from or relating to this Agreement, including all Schedules, attachments, and appendices attached to this Agreement, CityShield, and all contemplated transactions, shall be instituted in the courts of the Province of Ontario, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, litigation, or proceeding.
- (g) Assignment. User may not assign or otherwise transfer any of its rights or delegate or otherwise transfer any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Innovate Cities. Any purported assignment, transfer or delegation in violation of this Section will be null and void. No assignment, transfer or delegation will relieve the assigning or delegating party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

## SCHEDULE A – DEFINITIONS

**“Aggregated Statistics”** means data and information related to User’s use of CityShield that is used by Innovate Cities in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of CityShield.

**“Authorized Personnel”** means User’s employees, consultants, contractors, and agents who are authorized by User to access and use the CityShield under the rights granted to User pursuant to this Agreement.

**“CityShield Dataset”** means any dataset that is made available for marketing and access/licensing via CityShield by any Dataset Provider to any Dataset Consumer.

**“CityShield Participant”** means any user of CityShield, including User and all other users.

**“CityShield”** means the ‘CityShield’ data trust platform as made available by Innovate Cities from time to time

**“Dataset Consumer”** means any CityShield Participant that licenses any CityShield Dataset from another CityShield Participant.

**“Dataset Provider”** means any CityShield Participant that markets and licenses any CityShield Dataset to other CityShield Participants, or submits a CityShield Dataset via CityShield for such purpose.

**“De-Identify”** means, in relation to Personal Information, to remove any information that identifies an individual or for which it is reasonably foreseeable in the circumstances that it could be utilized, either alone or with other information, to identify an individual, such that the information is not, and does not include, any Personal Information and is not subject to privacy or data protection laws.

**“Documentation”** means the CityShield manuals, users guides or other documentation that may be made available by Innovate Cities, from time to time, at [www.cityshield.ca](http://www.cityshield.ca).

**“Innovate Cities IP”** means CityShield, the Documentation, and any and all intellectual property made available to User or any Authorized Personnel in connection with CityShield. For the avoidance of doubt, Innovate Cities IP includes Aggregated Statistics and any information, data, or other content derived from Innovate Cities’ monitoring of User’s access to or use of CityShield, but does not include CityShield Datasets.

**“Personal Information”** means information about an identifiable individual or other information that is subject to any privacy or data protection laws.

**“Standard Dataset EULA”** means the CityShield Standard Dataset EULA that sets out the terms under which each Dataset Provider grants a license to Dataset Consumers in respect of CityShield Datasets, attached hereto as Schedule D.

**“User Dataset”** means any CityShield Dataset that is made available for marketing, licensing, access and use via CityShield by User.



## SCHEDULE B – ADDITIONAL DATASET PROVIDER TERMS

- 1) **Scope.** The additional terms set out in this schedule apply to the extent User acts a Dataset Provider (including to the extent User markets and licenses any User Dataset to other CityShield Participants, or submits a User Dataset via CityShield for such purpose).
- 2) **User Dataset Marketing Terms and Licensing**
  - a) **Marketing Agent.** User hereby appoints Innovate Cities as its agent for the marketing and delivery of the User Datasets to Dataset Consumers. User acknowledges that Innovate Cities will market and make the User Datasets available for use solely via CityShield, which will not provide CityShield Participants with the ability to export or download the User Dataset outside of CityShield.
  - b) **User Dataset Licensing and EULA.** Dataset Provider acknowledges and agrees that the User Datasets will be licensed by Dataset Provider to Dataset Consumers on the terms set out in the Standard Dataset EULA. Dataset Provider acknowledges that the Standard Dataset EULA for each User Dataset is solely between Dataset Provider and the applicable Dataset Consumer, and Innovate Cities shall not have any liability whatsoever under the Standard Dataset EULA or for any breach by Dataset Provider or any Dataset Consumer of any of the terms and conditions of the Standard Dataset EULA.
- 3) **Dataset Hosting.** At all times during the Term while Dataset Provider is marketing or licensing a User Dataset, Dataset Provider will host its User Datasets and make them available for network access by CityShield. Dataset Provider will perform such hosting in accordance with the Documentation and Innovate Cities' reasonable requirements and instructions.
- 4) **User Dataset Anonymization Requirements.**
  - a) The parties acknowledge and agree that it is their intention that CityShield Datasets do not contain any Personal Information. Dataset Provider acknowledges that Innovate Cities requires all User Datasets to be free from Personal Information and are not reasonably capable of becoming Personal Information. Dataset Provider will ensure the User Datasets do not contain Personal Information and are not reasonably capable of becoming Personal Information (either alone or with other information). At a minimum, Dataset Provider will, prior making available a User Dataset in connection with CityShield, De-Identify the original dataset from which the User Dataset is derived (or have a qualified and reputable third party De-Identify it on behalf of the Dataset Provider) in accordance with industry accepted best practices.
  - b) In the event Dataset Provider becomes aware or reasonably suspects that a User Dataset contains Personal Information or that Personal Information has been (or may be) re-identified: (i) Dataset Provider will promptly notify Innovate Cities in writing; (ii) Dataset Provider will reasonably cooperate to investigate whether or not the User Dataset contains Personal Information or whether any data in the User Dataset has been (or may be) re-identified; (iii) at the written request of Innovate Cities, Dataset Provider will remove the User Dataset from CityShield until such time as Innovate Cities requests otherwise; (iv) if the User Dataset is found to contain Personal Information or any data in the User Dataset has been re-identified then the Dataset Provider will reasonably cooperate to take all steps reasonably required to mitigate the impact of such

inadvertent access, use or disclosure of Personal Information, including assisting Innovate Cities and/or the applicable Dataset Consumer in identifying any affected individuals and with notifications to and interactions with regulators.

5) **Confidentiality and Ownership of User Datasets.**

- a) **User Dataset Ownership and License to Innovate Cities.** Innovate Cities acknowledges that, as between Dataset Provider and Innovate Cities, Dataset Provider owns all right, title, and interest, including all intellectual property rights, in and to the User Datasets. Dataset Provider hereby grants to Innovate Cities a non-exclusive, royalty-free, worldwide licence to reproduce, distribute, and otherwise use and display the User Dataset and perform all acts with respect to the User Datasets as may be necessary for Innovate Cities to provide CityShield in accordance with this Agreement.
- b) **User Dataset Representations.** Dataset Provider represents and warrants that:
- (i) it has all necessary rights and consents to provide the User Datasets and grant the licenses on the terms set forth in this Agreement (including the license to Innovate Cities set out above and the license to Dataset Consumers set out in Standard Dataset EULA);
  - (ii) the User Datasets and use thereof by Innovate Cities in accordance with the terms of this Agreement and Dataset Consumers in accordance with the Standard Dataset EULA do not, and will not:
    - A. infringe, violate or misappropriate the intellectual property rights of any person; or
    - B. violate any law, including privacy laws or privacy rights of any person; or
    - C. violate the terms of any agreement or any covenant relating to the User Dataset by which Dataset Provider is bound; and
  - (iii) it has exercised reasonable efforts to ensure that the User Datasets are accurate upon uploading to CityShield.
- c) **User Dataset Confidentiality.**
- i) Innovate Cities will treat all User Datasets as confidential and will not use, disclose, provide access to, transfer or otherwise make available any User Dataset for any purpose, other than as and to the extent permitted under this Agreement or as may be reasonably necessary for the marketing, licensing and making available of the User Dataset hereunder and the operation and maintenance of CityShield.
  - ii) Nothing in this Agreement will prevent Innovate Cities from disclosing a User Dataset as necessary pursuant to any court order, lawful requirement of a governmental agency, or when disclosure is required by operation of law, provided, however, that prior to any such disclosure, Innovate Cities will use reasonable efforts to: (1) promptly notify the Dataset Provider in writing of such requirement to disclose, and

- (2) reasonably cooperate with the Dataset Provider, at its expense, in protecting against or minimizing such disclosure.
- iii) Innovate Cities may disclose a User Dataset to: (1) its accountants, auditors, legal counsel and other professional advisors if, and to the extent that such persons reasonably require access to the User Dataset in order to provide the applicable professional advisory services to Innovate Cities; and (2) its employees, agents and independent contract personnel (including its subcontractors), if and to the extent that such persons reasonably require access to the User Dataset in order to perform their duties or provide their services to or on behalf of Innovate Cities, provided that a duty of confidence exists between Innovate Cities and any such person or any such person is subject to a written agreement with Innovate Cities that includes confidentiality obligations that are no less stringent than those contained in this Section.
- iv) For avoidance of doubt, Innovate Cities' obligations under this Section in connection with a User Dataset will not apply if: (1) at the time of its disclosure to Innovate Cities, is already publicly available; (2) after its disclosure to Innovate Cities, the applicable User Dataset becomes publicly available through no fault of Innovate Cities; or (3) after its disclosure to Innovate Cities, it becomes rightfully known to Innovate Cities without restriction from another source.

#### 6) **User Dataset Termination**

- a) **Notifications.** In the event that Dataset Provider no longer has the legal right to market and license a User Datasets, or to authorize Innovate Cities to allow access to a User Dataset by Dataset Consumers, in accordance with this Agreement (including the Standard Dataset EULA), Dataset Provider shall promptly notify Innovate Cities and withdraw the applicable User Dataset from CityShield.
- b) **Termination by Innovate Cities.** Innovate Cities may cease marketing, offering, and allowing access by Dataset Consumers to the User Datasets at any time, with or without cause, by providing notice of termination to Dataset Provider (including, without limitation, if Innovate Cities reasonably believes that the User Dataset does not comply with the requirements of this Agreement).
- c) **Termination by Dataset Provider.** Dataset Provider may withdraw any or all of the User Datasets such that the User Dataset is no longer marketed to Dataset Consumers on CityShield, at any time, and for any reason, using the functionality provided (provided, however, that any Standard Dataset EULA's that are then-in force with Dataset Consumers will not terminate and such Dataset Consumers will be permitted to access and use the User Dataset on CityShield until the end of the applicable term).
- 7) **Dataset Provider Indemnification.** Dataset Provider shall indemnify, hold harmless, and, at Innovate Cities' option, defend Innovate Cities from and against any Losses resulting from any Third-Party Claim:
- a) that the User Dataset, or any access, use, licensing or marketing of a User Dataset in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights;

b) based on or resulting from Dataset Provider's breach of Sections 4) or 5)b) of this Schedule,

provided that User may not settle any Third-Party Claim against Innovate Cities unless Innovate Cities consents to such settlement, and further provided that Innovate Cities will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

## **SCHEDULE C– ADDITIONAL DATASET CONSUMER TERMS**

- 1) **Scope**. The additional terms set out in this schedule apply to the extent User acts a Dataset Consumer (including to the extent User accesses, uses or licenses any CityShield Dataset that is made available by any other CityShield Participant).
  
- 2) **Dataset Access and EULA**
  - a) **No Export**. Dataset Consumer will access and use CityShield Datasets only on CityShield, and will not export, download or copy any CityShield Dataset outside of CityShield, or attempt to do so.
  
  - b) **CityShield Dataset Licensing and EULA**. Dataset Consumer acknowledges and agrees that the CityShield Datasets are licensed by the applicable Dataset Provider to Dataset Consumer on the terms set out in the Standard Dataset EULA. Dataset Consumer acknowledges that the Standard Dataset EULA for each CityShield Dataset is solely between the applicable Dataset Provider and Dataset Consumer, and Innovate Cities shall not have any liability whatsoever under the Standard Dataset EULA or for any breach by the applicable Dataset Provider or Dataset Consumer of any of the terms and conditions of the Standard Dataset EULA.
  
- 3) **No Re-Identification; Notification**.
  - a) Dataset Consumer acknowledges that it is the intention of Innovate Cities and the applicable Dataset Provider that CityShield Datasets do not contain any Personal Information, and that the applicable Dataset Provider has taken steps to require that CityShield Datasets are free from Personal Information.
  
  - b) Dataset Consumer will not use any CityShield Dataset (in whole or in part), either alone or in conjunction with any other information or data, to make any effort to re-identify any individual data subject or uncover any Personal Information about any individual data subject.
  
  - c) In the event Dataset Consumer becomes aware or reasonably suspects that a CityShield Dataset contains Personal Information or that Personal Information has been (or may be) re-identified: (i) Dataset Consumer will promptly notify Innovate Cities in writing; (ii) Dataset Consumer will reasonably cooperate to investigate whether or not the CityShield Dataset contains Personal Information or whether any data in the CityShield Dataset has been (or may be) re-identified; (iii) at the written request of Innovate Cities, Dataset Consumer will cease access and use of the CityShield Dataset until such time as Innovate Cities requests otherwise; (iv) if the CityShield Dataset is found to contain Personal Information or any data in the CityShield Dataset has been re-identified then the Dataset Consumer will reasonably cooperate to take all steps reasonably required to mitigate the impact of such inadvertent access, use or disclosure of Personal Information, including assisting Innovate Cities and/or the Dataset Provider in identifying any affected individuals and with notifications to and interactions with regulators.

4) **Confidentiality and Use of User Datasets.**

- a) **Compliance with EULA.** Dataset Provider will not access or use CityShield Datasets except in accordance with the terms of the Standard Dataset EULA and the other terms of this Agreement.
- b) **Confidentiality.** Dataset Consumer will treat all CityShield Datasets as confidential and will not use, disclose, provide access to, transfer or otherwise make available any CityShield Dataset for any purpose, other than as and to the extent permitted under this Agreement (including the Standard Dataset EULA).
- c) **Security.** Dataset Consumer will employ reasonable safeguards (including technical, physical, administrative and procedural safeguards) that are consistent with generally accepted security practices in Canada to prevent any unauthorized use or disclosure of any CityShield Dataset.

5) **Dataset Consumer Indemnification.** Dataset Consumer shall indemnify, hold harmless, and, at Innovate Cities' option, defend Innovate Cities from and against any Losses resulting from any Third-Party Claim based on or resulting from Dataset Provider's breach of Sections 2), 3) or 4) of this Schedule, provided that User may not settle any Third-Party Claim against Innovate Cities unless Innovate Cities consents to such settlement, and further provided that Innovate Cities will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

## SCHEDULE D– CITYSHIELD STANDARD DATASET EULA

This CityShield Standard Dataset EULA (this “**EULA**”) is a binding contract between you (“**Dataset Consumer**”) and the dataset provider (“**Dataset Provider**”), and sets out the terms that govern the license granted by the Dataset Provider to User in respect of the **Licensed Dataset**. In this EULA, “**Licensed Dataset**” means a dataset: (a) that is listed by Dataset Provider on CityShield; and (b) for which the Dataset Provider has approved an access request submitted by Dataset Consumer via CityShield.

This EULA is solely between Dataset Provider and Dataset Consumer, and not with Innovate Cities. Innovate Cities shall not have any liability whatsoever hereunder or for any breach by Dataset Provider or Dataset Consumer of any of the terms and conditions hereof.

### 1) **License**

Subject to the terms and conditions of this EULA, Dataset Provider grants Dataset Consumer a non-exclusive, non-sublicensable, and non-transferable licence during the Term to use the Licensed Dataset solely for Dataset Consumer’s internal business purposes.

### 2) **Use Restrictions.**

- a) **Restrictions.** Dataset Consumer shall only use the Licensed Dataset for Dataset Consumer’s internal business purposes and shall not disclose, release, distribute, or deliver the Licensed Dataset, or any portion thereof, to any third party without Dataset Provider’s prior written consent. Any purpose or use not specifically authorized herein is prohibited unless otherwise agreed to in writing by Dataset Provider. Without limiting the foregoing and except as otherwise expressly set forth in this EULA, Dataset Consumer shall not at any time, directly, or indirectly: (i) copy, modify, or create derivative works of the Licensed Dataset, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Licensed Dataset; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source of the Licensed Dataset or methods used to compile the Licensed Dataset, in whole or in part; (iv) remove any proprietary notices included within the Licensed Dataset; (v) publish, enhance, or display any compilation or directory based upon information derived from the Licensed Dataset; or (vi) use the Licensed Dataset in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.
- b) **No Export.** Dataset Consumer will access and use the Licensed Dataset only on CityShield, and will not export, download or copy the Licensed Dataset outside of CityShield, or attempt to do so.

### 3) **Term and Termination.**

- a) **Term.** Unless terminated earlier in accordance with Section 3)b) below, the term of this EULA begins upon Dataset Provider’s approval of the access request in respect of the Licensed Dataset via CityShield, and continues for the period of time approved in such request (the “**Term**”).
- b) **Termination.**

- i) Either party may terminate this EULA, for any or no reason, by providing 30 days' prior notice.
  - ii) Dataset Provider may terminate this Agreement if Dataset Consumer materially breaches any provision of this EULA, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after Dataset Provider provides Dataset Consumer with written notice of such breach.
  - iii) This EULA will automatically terminate upon the Dataset Provider or the Dataset Consumer's access to CityShield being terminated, in accordance with such party's agreement with Innovate Cities.
- c) Effect of Termination. Upon expiration or earlier termination of this EULA, Dataset Consumer shall immediately discontinue access and use of Licensed Dataset.
- d) Survival. Sections 3)c), 3)d), 7), 8) and 9), and any other provisions herein required for the interpretation thereof, shall survive any termination or expiration of this EULA. No other provisions of this EULA survive the expiration or earlier termination of this EULA.
- 4) **No Warranty.** The Licensed Dataset is provided "as is" and Dataset Provider hereby disclaims all warranties and conditions, whether express, implied, statutory, or otherwise. Dataset Provider specifically disclaims all implied warranties and conditions of merchantability, fitness for a particular purpose, title, and non-infringement, and all warranties arising from course of dealing, usage, or trade practice. Dataset Provider makes no warranty of any kind that the Licensed Dataset, or any products or results of the use thereof, will meet Dataset Consumer's or any other person's requirements, achieve any intended result, be compatible or work with any software, system, or other services, or be secure, accurate, complete, free of harmful code, or error free.
- 5) **No Re-Identification; Notification.**
- a) Dataset Consumer acknowledges that it is the intention that the Licensed Dataset does not contain any personal information, and that the applicable Dataset Provider has taken steps to require that Licensed Dataset is free from personal information.
  - b) Dataset Consumer will not use any Licensed Dataset (in whole or in part), either alone or in conjunction with any other information or data, to make any effort to re-identify any individual data subject or uncover any personal information about any individual data subject.
  - c) In the event Dataset Consumer becomes aware or reasonably suspects that a Licensed Dataset contains personal Information or that personal information has been (or may be) re-identified: (i) Dataset Consumer will promptly notify Dataset Provider in writing; (ii) Dataset Consumer will reasonably cooperate to investigate whether or not the Licensed Dataset contains personal information or whether any data in the Licensed Dataset has been (or may be) re-identified; (iii) at the written request of Dataset Provider, Dataset Consumer will cease access and use of the Licensed Dataset until such time as Dataset Provider requests otherwise; (iv) if the Licensed Dataset is found to contain personal information or any data in the Licensed Dataset has been re-identified then the Dataset Consumer will reasonably cooperate to take all steps reasonably required to mitigate the impact of such inadvertent access, use or disclosure of personal information, including



assisting the Dataset Provider in identifying any affected individuals and with notifications to and interactions with regulators.

- 6) **Intellectual Property Rights.** Dataset Consumer acknowledges that, as between Dataset Consumer and Dataset Provider, Dataset Provider owns all right, title, and interest, including all intellectual property rights, in and to the Licensed Dataset. Dataset Consumer obtains no right, title or interest in the Licensed Dataset except for the license expressly granted here.
- 7) **Limitation of Liability.** In no event will either party hereto be liable under or in connection with this EULA under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, and otherwise, for any: (a) consequential, incidental, indirect, exemplary, special, aggravated, or punitive damages; (b) increased costs, diminution in value, or lost business, production, revenues, or profits; (c) loss of goodwill or reputation; (d) use, inability to use, loss, interruption, delay or recovery of any data, or breach of data or system security; or (e) cost of replacement goods or services, in each case regardless of whether the party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable. In no event will either party's aggregate liability arising out of or related to this EULA under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, and otherwise exceed \$1,000.
- 8) **Third Party Beneficiary.** Innovate Cities is a third party beneficiary of this ELUA, and will have the right (and will be deemed to have accepted the right) to enforce the EULA as a third party beneficiary hereof.
- 9) **General.**
  - a) **Entire Agreement.** This EULA constitutes the sole and entire agreement of the parties with respect to the subject matter of this EULA and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.
  - b) **Notices.** All notices, requests, consents, claims, demands, waivers, summons, and other legal process, and other communications under this must be in writing and addressed to the other party, and provided via the messaging function in CityShield or to the email or other address for the party specified in CityShield.
  - c) **Waiver.** No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this EULA: (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this EULA will operate or be construed as a waiver thereof; and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
  - d) **Severability.** If any provision of this EULA is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this EULA or invalidate or render unenforceable such term or provision in any other jurisdiction.

- e) Governing Law. This EULA and all related documents including all Schedules attached hereto, and all matters arising out of or relating to this EULA, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- f) Choice of Forum. Any legal suit, action, litigation, or proceeding of any kind whatsoever in any way arising out of, from or relating to this EULA shall be instituted in the courts of the Province of Ontario, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, litigation, or proceeding.
- g) Assignment. Dataset Consumer may not assign or otherwise transfer any of its rights or delegate or otherwise transfer any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Dataset Provider. Any purported assignment, transfer or delegation in violation of this Section will be null and void. No assignment, transfer or delegation will relieve the assigning or delegating party of any of its obligations hereunder. This EULA is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.