

## POA SERVICE AGREEMENT

This Service Agreement (the “**Agreement**”) is entered into between Royal Bank of Canada (“**Royal Bank**”) and <Client Name> (the “**Client**”) for the Service (as defined below) and is effective as of the XX<sup>th</sup> day of XXXXXX 20XX (the “**Effective Date**”).

### RECITALS:

- A. Royal Bank operates and maintains an automated electronic payment service that allows individuals using the Internet to make online payments of fines for tickets issued pursuant to the *Provincial Offences Act* (Ontario) (and any successor legislation thereto) (the “**Paytickets Service**”).
- B. The Client desires to enter into an agreement with the Royal Bank to permit access to the Paytickets Service.

In consideration of the mutual obligations described in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## ARTICLE 1 DEFINITIONS

### 1.1 Definitions

“**Agreement**” means this Service Agreement entered into between Royal Bank and the Client.

“**Business Day**” means a day, excluding Saturday, Sunday and any other day which is a legal holiday or a day on which banking institutions are closed in the Province of Ontario.

“**Card Processor**” means the company or other applicable association used by the Client for the processing of credit card payments.

“**Client**” has the meaning specified above.

“**Client Account**” means the Client’s bank account to which the Card Processor will deposit Transaction Amounts.

“**Client Marks**” means the registered and unregistered trade-marks of the Client set out in Exhibit A.

“**Client Site**” means the website owned and operated by or on behalf of the Client located at www.XXXXXX.ca (or any subdivisions or URLs thereof).

“**Cobranded Access Service**” has the meaning specified in Section 2.1.

“**Cobranded Pages**” means the web pages branded with the Royal Bank Marks and the Client Marks that are hosted on the Paytickets Site.

“**Confidential Information**” has the meaning specified in Section 7.1.

**“Cure Period”** has the meaning specified in Section 5.4.

**“Effective Date”** has the meaning specified above.

**“Fees”** means all fees payable by Client to Royal Bank under the Terms of this Agreement.

**“ICON”** means the computer system operated by MAG, used to maintain information related to outstanding tickets issued pursuant to the *Provincial Offences Act* (Ontario), which is acknowledged to be the “Integrated Court Offences Network” as of the Effective Date, and any addition, substitution or replacement to such computer system.

**“ICON Validated”** has the meaning specified in Section 2.1.

**“Initial Term”** has the meaning specified in Section 5.1.

**“Intellectual Property Rights”** means all intellectual property rights, whether registered or not, including patents, trade-marks, trade-names, business names, URLs, and other distinctive trade dress, designs, graphics, commercial symbols and indicia of origin, copyright, trade-secrets, know-how and other similar proprietary rights.

**“Logo Link”** means the paytickets graphic link that will be provided to the Client by Royal Bank which will directly link Users to the URL of the Cobranded Pages.

**“MAG”** means The Ministry of the Attorney General of Ontario.

**“Maximum Transaction Fee”** has the meaning specified in Section 3.1.

**“Merchant Discount Rate”** means the merchant discount rate charged by the Card Processor to the Client for the processing of Transactions.

**“Merchant Event Fee”** means the transactional fees charged by the Card Processor to the Client for the processing of Transactions.

**“Merchant Number”** means the merchant identification number provided to the Client by the Card Processor for the processing of Transactions.

**“Paytickets Service”** has the meaning specified in the recitals.

**“Paytickets Site”** means the website owned and operated by or on behalf of Royal Bank located at [www.paytickets.ca](http://www.paytickets.ca) (or any subdivisions or URLs thereof) including the Cobranded Pages.

**“Professional Services”** has the meaning specified in Section 2.1.

**“Renewal Term”** has the meaning specified in Section 5.1.

**“Royal Bank Marks”** means the registered and unregistered trade-marks of Royal Bank set out in Exhibit B.

**“Service”** has the meaning specified in Section 2.1.

**“Subcontractor”** means subcontractors performing services for Royal Bank in relation to Services being provided by Royal Bank in this Agreement, including without limitation Teranet Enterprises Inc. and its affiliates.

**“Term”** means the Initial Term and any Renewal Term, if applicable.

**“Termination Event”** has the meaning specified in Section 5.4.

**“Transaction”** means the payment of a Client ticket, issued pursuant to the *Provincial Offences Act* (Ontario), by a User through the Paytickets Site or the Cobranded Pages, and processed through the Paytickets Service.

**“Transaction Amount”** means the fine amount as retrieved from ICON for ICON Validated Transactions or as entered by the User for Transactions which are not ICON Validated.

**“Transaction Fee”** has the meaning specified in Section 3.1.

**“User”** means an individual making a Transaction who accesses the Paytickets Service through the Paytickets Site or through the Cobranded Pages.

**“Year”** means each 12 month period during the Term, for the first Year, beginning on the Effective Date, and for each subsequent year beginning on the day after each anniversary date of the Effective Date and ending on the next following anniversary date of the Effective Date.

## **1.2 Certain Rules of Interpretation**

In this Agreement:

- (a) the descriptive headings of Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content of such Articles or Sections;
- (b) the use of words in the singular or plural, or with a particular gender, will not limit the scope or exclude the application of any provision of this Agreement to such person or persons or circumstances as the context otherwise permits;
- (c) unless otherwise specified, all references to money amounts are references to Canadian currency;
- (d) whenever a provision of this Agreement requires an approval or consent by a Party and such approval or consent is not delivered within the applicable time, such consent or approval will be conclusively deemed to have been withheld;
- (e) the word “including” or “includes” means “including (or includes) without limitation”; and
- (f) where computing the number of calendar days, all days shall be counted, including days that are not a Business Day, provided however, that if the final day

of any calendar day period shall fall on a day which is not a Business Day, then the final day shall be deemed to be the next day which is a Business Day.

### 1.3 Exhibits

The following Exhibits are attached to this Agreement:

- (a) Exhibit “A” – Client Marks
- (b) Exhibit “B” – Royal Bank Marks
- (c) Exhibit “C” – Sample Professional Services Task List
- (d) Exhibit “D” – Paytickets Service: Hours of Operation and Client Support
- (e) Exhibit “E” – Transaction Reversal Procedures

## ARTICLE 2 SERVICE

### 2.1 Provision of Service

Subject to the terms and conditions of this Agreement, Royal Bank will undertake the following (collectively, the “**Service**”):

- (a) provide the configuration and implementation services and project management of such services in order to support the configuration and implementation of Cobranded Access Service for the Client (the “**Professional Services**”). Exhibit C provides a sample Professional Services task list;
- (b) provide access through the Logo Link to the Cobranded Pages of the Paytickets Site, during the hours of operation as specified in Exhibit D, to permit Users to pay Transaction Amounts. When a User clicks on the Logo Link the Cobranded Pages will open on the Client Site through a pop-up window hosted on the Paytickets Site to allow the User to submit the information required for processing the Transaction (the “**Cobranded Access Service**”);
- (c) provide access, during the hours of operation as specified in Exhibit D, for Users to pay Transaction Amounts through the Paytickets Site by means of a pop-up window hosted on the Paytickets Site that will open to allow User to submit the information required for processing the Transaction;
- (d) allow users to pay Transaction Amounts using VISA, MasterCard or other payment options that Royal Bank may add from time to time by written notice to Client from Royal Bank;
- (e) query ICON, based on the information submitted by the User, and retrieve from ICON the associated outstanding fine amount where the query is successful (“**ICON Validated**”);

- (f) if the query to ICON is unsuccessful, the User will be prompted to enter on the Paytickets Site the offence date from the ticket. If the offence date entered by the User is more than 44 calendar days before the date on which the User submits the ticket information on the Paytickets Site, the User will not be permitted to continue with the payment of their ticket and the User will be notified that payment cannot be made through the Paytickets Service. The 44 day period is subject to periodic adjustment from time to time by written notice to Royal Bank from Client. Client may request the Bank to change the 44 day period once per year at no charge, following which a one day development and testing charge of \$1,000 will be applied for each instance;
- (g) perform an online authorization of the payment amount for Transactions paid by credit card. If the credit card payment cannot be authorized, the Transaction will not be completed and the User will be notified of the authorization failure;
- (h) electronically transmit, at the end of each Business Day, a computer file to MAG containing relevant information pertaining to ICON Validated Transactions and Transactions that are not ICON Validated. Transactions that are not ICON Validated will be processed by MAG as per MAG's operating procedures;
- (i) make available to the Client, at the end of each calendar day, a computer file containing relevant information including the court location ID pertaining to Transactions and reversed Transactions processed on that day. ICON Validated Transactions, Transactions that are not ICON Validated and reversed Transactions will be identified on the computer file;
- (j) use the Client's Merchant Number for the processing of Transactions paid by credit card;
- (k) provide support to the Client during the hours specified in Exhibit D;
- (l) refer to the Client any inquiries, requests, questions, complaints or other issues from a User concerning Transactions or payments that could not be made through the Paytickets Service or other general inquiries concerning the Paytickets Service being provided to the Client ; and,
- (m) reverse any Transaction upon request of the Client as provided for in Exhibit E.

## **2.2 Delivery**

The Service is scheduled to be made available to the Client on XXXXXX XX<sup>th</sup>, 200X and Royal Bank will undertake reasonable commercial efforts to make the Service available on such date.

## **2.3 Authorizations**

The Client hereby:

- (a) authorizes and directs Royal Bank or its Subcontractor to use the Client's Merchant Number as provided by the Client to Royal Bank, for the processing of Transaction Amounts;
- (b) authorizes Royal Bank or its Subcontractor to process Transactions from Users on behalf of the Client for the specified Transaction Amount and any fees, charges or taxes set by applicable legislation that applies to the Transaction and all applicable taxes;
- (c) authorizes Royal Bank or its Subcontractor to (i) access the Client's data stored in ICON, (ii) use and run queries against ICON, and, (iii) transmit, use, copy and reproduce the results of such queries from ICON;
- (d) authorizes Royal Bank or its Subcontractor to be configured within ICON as a sub-court/cashier for each court location ID within the Client's jurisdiction;
- (e) authorizes Royal Bank or its Subcontractor to electronically transmit, at the end of each Business Day, a computer file to MAG, containing relevant information pertaining to fines paid for ICON Validated Transactions and Transactions that are not ICON Validated, for the purpose of updating ICON; and,
- (f) provide Royal Bank or its Subcontractor promptly with such other authorizations as may reasonably be required by Royal Bank or its Subcontractors from time to time to perform the Service and/or the Paytickets Service.

## **2.4 Display of the Logo Link**

The Logo Link will be posted and displayed and accessible on the Client Site at a location determined by the Client in the form and format provided by Royal Bank.

## **2.5 Accepted Method of Payment**

The Client will market and promote the Paytickets Service as an accepted medium of payment on the Client Site, in its fine payment details included on the Client's form of ticket issued under the *Provincial Offences Act* (Ontario), and in its fine payment details included on any other notice regarding payment or delinquency of payment issued by or on behalf of the Client.

## **2.6 Other Client Obligations**

The Client agrees that during the Term it will have sole responsibility for promptly undertaking the following:

- (a) obtaining all necessary consents required under applicable law to disclose and transfer to the Royal Bank and its Subcontractors the data or information contained in any files provided by the Client, including any personal information in such data and information, and to allow the collection, use, storage and distribution of such data and information by the Royal Bank as is necessary to perform the Service and the Paytickets Service;

- (b) providing, maintaining and supporting the Client Site and connectivity from the Client Site to the Internet;
- (c) providing, maintaining and supporting all necessary facilities, equipment, telecommunications, internet service provider service, systems and networks used by it or its subcontractors to obtain the Cobranded Access Service and perform its obligations under this Agreement;
- (d) reporting any problems with the Cobranded Access Service to the customer service number provided to the Client by Royal Bank and to provide reasonable assistance to Royal Bank and its Subcontractors in their efforts to reproduce and confirm the reported problem;
- (e) ensuring that the Client contact information remains accurate and up to date during the term of this Agreement; and,
- (f) liaising with MAG, as requested by the Royal Bank from time to time, to provide reasonable support to ensure that Royal Bank or its Subcontractor's required access to ICON is maintained for the duration of this Agreement; and,
- (g) responding to and being responsible for all inquiries, requests, questions, complaints or other issues from a User concerning Transactions or payments that could not be made through the Paytickets Service or other general inquiries concerning the Paytickets Service being provided to the Client.

## **2.7 Files and Data**

The Client is responsible for the accuracy and completeness of all data and information contained in any computer files provided by the Client to Royal Bank. The Client will maintain a back-up copy of all such computer files, data and information. Royal Bank will not use the information provided by Users for any other reason than to effectively deliver the Paytickets Service to the Client, additionally, Royal Bank will not use the Paytickets information provided by Users for the purpose of soliciting business of any kind. Royal Bank will maintain a record and information relating to Transaction for a period of seven (7) years from the date on which the User initiated the Transaction. The Client may, in writing, request from Royal Bank information regarding the Transaction. Royal Bank will provide such information to the Client, in a manner as agreed upon by the parties and at Royal Bank's cost to retrieve such information. Royal Bank assumes no responsibility for the accuracy or completeness of information and data provided by Users in accessing and using the Paytickets Service.

## **2.8 Changes to Paytickets Service**

The Client acknowledges that Royal Bank will determine at its discretion, the nature and timing of any changes or upgrades to the Paytickets Service. Royal Bank shall provide the Client a minimum of sixty (60) calendar days prior written notice of any significant changes or upgrades to the Paytickets Service that may affect the Client's ability to perform its obligations under Section 2.6. In no event will Royal Bank be responsible if changes in the Paytickets Service are not compatible with the Client's networks, computer equipment or software or the services of its telecommunications or internet service providers.



## **2.9 Exclusivity**

During the Term, the Client shall not enter into any other agreement or arrangement under which it will receive internet services or access to internet services which are the same as or similar to the Paytickets Service, without the express prior written consent of Royal Bank. For greater certainty, this Agreement does not prevent the Client from entering into other agreements and arrangements for e-commerce services, provided such other agreements and arrangements do not involve the electronic payment of Client tickets issued pursuant to the Provincial Offences Act (Ontario).

## **ARTICLE 3 CHARGES AND PAYMENT**

### **3.1 Fees**

- a) The Client will pay the following fee(s) (“Transaction Fee(s)”) when applicable to Royal Bank:
  - i. for each POA Part I Transaction (as designation by ICON), a fee of \$2.00
  - ii. for each POA Part III Transaction (as designated by ICON), a fee of \$2.00
- b) An implementation fee in the amount of four thousand two hundred and fifty dollars (\$4,250).
- c) For the avoidance of doubt, the Client acknowledges that:
  - a. for each Transaction the User will pay to the Royal Bank a fee set by the Royal Bank for the use of the Paytickets Service. The consumer fee will be displayed on the Paytickets Site; and,
  - b. for each Transaction, the Client is responsible for any additional fees payable to the Card Processor, pursuant to the terms and conditions of the merchant agreement entered into between the Client and Card Processor; and,
  - c. the terms and conditions of the agreement entered into between it and the Card Processor shall determine the deposit of the Transaction Amount into the Client’s bank account, and the timing thereof.

### **3.2 Terms of Payment**

The parties acknowledge and agree as follows:

- (a) On a monthly basis, Royal Bank shall automatically debit, by mechanical or manual means, an account of the Client at Royal Bank for all fees (including Transactional Fees ) for the previous month and all other amounts due hereunder at such time and Royal Bank shall send the Client monthly statements detailing such fees;



- (b) within thirty (30) days from the date of each statement provided to the client under subsection (a), the client shall notify Royal Bank in writing of any discrepancies contained therein;
- (c) upon receipt of written notice under subsection (b), Royal Bank shall provide the Client with a revised statement where such discrepancies have been confirmed by Royal Bank and, if necessary, each of Royal Bank and the Client agree to promptly reimburse the other for any amounts owing in accordance with such revised statement ;
- (d) if the Client does not notify Royal Bank in accordance with subsection (b) of any discrepancies contained in a statement, each such statement shall be deemed to be correct and approved by the Client;
- (e) all Fees and other amounts not paid by the Client when due will bear interest at a rate of 12% per annum, which interest will begin to accrue on the day the Fees or other amounts became due and will be calculated monthly and payable by the Client on demand by Royal Bank; and
- (f) the right of Royal Bank to any payment provided for under this Agreement shall not be subject to any abatement, reduction, set-off, defence, counterclaim or recoupment of any amount due or alleged to be due.

### **3.3 Taxes**

The Fees do not include any duties, sales taxes, goods and service tax or value added taxes. Whenever imposed, all duties, sales taxes, goods and services tax and value added tax (except taxes based on Royal Bank's income) are payable by the Client.

## **ARTICLE 4 GRANT OF LICENSE**

### **4.1 Royal Bank Grant**

Subject to the terms and conditions of this Agreement, Royal Bank hereby grants to the Client during the Term a non-exclusive, non-transferable, worldwide, fully paid up, royalty free right and license to:

- (a) display the Royal Bank Marks, including the Logo Link on the Client Site in accordance with the trade-mark usage guidelines of Royal Bank as provided to the Client from time to time; and,
- (b) to link to and display the Cobranded Pages in the pop-up window on the Client Site.

The Client acknowledges and agrees that it has no right, title or interest (including any Intellectual Property Rights) in or to the Paytickets Site, the Paytickets Service or, except for the Client Marks, any content posted on the Paytickets Site, including the Cobranded Pages.

## 4.2 Client Grant

Subject to the terms and conditions of this Agreement, the Client hereby grants to Royal Bank during the Term a non-exclusive, non-transferable, worldwide, fully paid up, royalty free right and license to publicly display the Client Marks on the Cobranded Page in accordance with the trade-mark usage guidelines of the Client as provided to the Royal Bank from time to time. Royal Bank acknowledges and agrees that it has no right, title or interest (including any Intellectual Property Rights) in or to the Client Marks or the Client Site.

## 4.3 No Other Licenses

No licenses are granted by either party except for those expressly set forth in this Article and all rights and licenses not expressly granted in this Article are reserved by the parties.

# ARTICLE 5 TERM

## 5.1 Term

This Agreement begins on the Effective Date and will continue in effect for a period of three (3) Years thereafter (the “**Initial Term**”) unless sooner terminated pursuant to Sections 5.2, 5.3 or 5.4. This Agreement will automatically renew for successive one (1) year periods (each, a “**Renewal Term**”), following the Initial Term on the same terms and conditions, unless either Party notifies the other Party of its intention not to renew this Agreement not later than sixty (60) calendar days prior to the end of the Initial Term and, if applicable, the then-current Renewal Term.

## 5.2 Termination by Either Party

Either party may terminate this Agreement:

- (a) immediately upon written notice to the other party if the other party becomes bankrupt, insolvent or seeks formal protection from creditors or a petition of bankruptcy is filed against the other party and is not dismissed within thirty (30) calendar days of its filing; or
- (b) upon providing the other party with at least five (5) Business Days prior written notice, if the other party materially breaches any of its representations, warranties, obligations or agreements hereunder and such material breach is incapable of being cured; or
- (c) upon providing the other party with at least sixty (60) calendar days prior written notice, if the other party materially breaches any of its representations, warranties, obligations or agreements hereunder and such material breach is capable of being cured but is not cured to the satisfaction of the non-breaching party, acting reasonably, within such sixty (60) day period following receipt of such written notice; or

- (d) upon at least five (5) Business Days prior written notice, or immediately, if any law or governmental regulation restricts or precludes the collection, use and/or licensing of data or information where the inability to use or access such data or information would prohibit the provision of, or affect the functionality of the Paytickets Service; or
- (e) upon providing the other party with at least sixty (60) calendar days prior written notice, if the other party's computer equipment becomes incompatible to execute the Paytickets Service and each party is unable to collectively resolve such technical incompatibilities or inconsistencies; or
- (f) upon at least five (5) Business Days prior written notice (or upon such additional notice as is reasonably possible for the party to provide at the time), or immediately, if access to ICON is no longer available to Royal Bank as specified in Section 2.6(f) or if access to ICON is no longer available to the Client by MAG; or
- (g) immediately if any rules of participating financial services companies (e.g. credit card companies or item processing companies) required to be adhered to by Royal Bank or Client restrict or preclude the provision of, or adversely affect the functionality of, the Paytickets Service.

### 5.3 Termination By Royal Bank

Royal Bank may terminate this Agreement:

- (a) upon at least one hundred and eighty calendar days (180) days (or upon such additional notice as is reasonably possible for Royal Bank to provide at the time) prior written notice to the Client if the Paytickets Service is no longer offered on the Paytickets Site; or
- (b) upon ninety (90) days (or upon such additional notice as is reasonably possible for Royal Bank to provide at the time) prior written notice to the Client if the Client changes its Card Processor to any entity in respect of whom Royal Bank does not then have in place commercial arrangements to perform the Paytickets Service.

### 5.4 Termination By Client

The Client may elect to terminate this Agreement upon the occurrence of either of the following (each, a "**Termination Event**"):

- (a) the Merchant Discount Rate increases during the Term such that it becomes greater than 3.50%;
- (b) the Merchant Discount Rate increases during the Term such that it becomes 0.25% more than the discount rate obtained by the Client from any other Canadian company used by the Client for the processing of other Canadian online credit card payments.

If the Client elects to terminate this Agreement as a consequence of the occurrence of a Termination Event, it shall first provide Royal Bank with written notice of its intent to do so, which termination shall become effective on the sixtieth (60<sup>th</sup>) calendar day from the date of receipt thereof by Royal Bank (the “**Cure Period**”), unless Royal Bank cures to the satisfaction of the Client the circumstances giving rise to the Termination Event within the Cure Period (or provides the Client with a plan during the Cure Period acceptable to the Client for the cure of such Termination Event), in which case the Agreement shall continue in accordance with its terms.

## **5.5 Effect of Termination**

Upon expiration or termination of this Agreement:

- (a) the Client will immediately remove the Logo Link;
- (b) Royal Bank will discontinue providing the Service;
- (c) Royal Bank will immediately remove the Client Marks on the Cobranded Page; and
- (d) all payment obligations of either party accrued under this Agreement for the Service provided through to the date of expiration or termination will become due and payable.

## **5.6 Survival**

Sections 3.2, 5.5, 5.6, 6.2, 6.3, 6.4, 6.5, 7.1, 8.1, 8.4, 8.5, 8.7, 8.11 and 8.12 will survive expiration or termination of this Agreement, together with such other provisions of this Agreement which expressly or by their nature survive termination or expiration.

# **ARTICLE 6 ROYAL BANK WARRANTIES**

## **6.1 Warranties**

The Professional Services will be performed in a good and workmanlike manner. Royal Bank’s sole obligation and the Client’s sole remedy for a breach of the foregoing warranty will be for Royal Bank to re-perform the Professional Services with Professional Services which meet the foregoing warranty, at no additional cost to the Client.

## **6.2 Warranty Disclaimer**

Except for the warranty set out in Section 6.1, the Service and the Paytickets Service are provided on an “as is” basis without representations, warranties or conditions of any kind. As between the parties, the Client assumes all responsibility for determining the suitability of the Service and the Paytickets Service and for the results obtained from the use of such Service and the Paytickets Service. Royal Bank and its Subcontractors disclaim all warranties, conditions and representations of any kind, whether express, implied or collateral, including, but not limited to, all warranties or conditions of merchantability, fitness for a particular purpose, non-infringement,

compatibility with the Client's or its Users networks, hardware or software, that the Service or the Paytickets Service is secure or error free or will operate without interruption or that any such errors or interruptions can be or will be corrected.

### **6.3 Limitation of Liability**

Royal Bank will not be responsible or liable for any loss or damage suffered or incurred by the Client or any other person or entity under or in connection with this Agreement, the Service or the Paytickets Service except for any loss or damage that has been directly caused by Royal Bank or its Subcontractors, provided that the total and cumulative liability of Royal Bank is limited to an amount not exceeding the maximum of the total amount of the Transaction Fees received by Royal Bank from the Client in the six (6) month period immediately prior to the date the first claim arose. The amount of the loss or damage in respect of which Royal Bank may be liable shall be reduced by any recovery, settlement or insurance coverage.

For greater certainty, in no event will Royal Bank, be liable for:

- (a) any loss or damage in connection with loss or damage of data and or other information, business interruption, loss of goodwill, loss of actual or anticipated revenues or profits, or failure to realize unexpected savings; or
- (b) (b) any special, indirect, incidental or consequential, punitive or exemplary losses or damages (including, but not limited to, loss of profits) regardless of the cause of action arising under or in connection with this Agreement or the use of or inability to use the Service or the Paytickets Service even if Royal Bank is advised of the possibility of such loss or damages; or
- (c) (c) the actions of, or any failure to act by any third party other than a Subcontractor, as contemplated and limited in the first paragraph of this section 6.3; or
- (d) inaccuracies in or inadequacies of any information furnished to Royal Bank by any party or entity, other than a Subcontractor, as contemplated and limited in the first paragraph of this Section 6.3; or
- (e) failure by Royal Bank or its Subcontractor, to perform or fulfill any of its obligations to any person or entity, including the Client, due to any cause beyond such person or entity's reasonable control.

### **6.4 Application of Disclaimer and Limitation of Liability**

The limitations and disclaimers in this Article 6:

- (a) apply regardless of the causes or circumstances giving rise to the loss or damage even if such loss or damage is based on negligence or other torts, strict liability, breach of contract, including without limitation, breach of a fundamental term, product liability or infringement of any intellectual property right; and

(b) are for the benefit of the Royal Bank and its Subcontractors and the Client is hereby notified that such persons intend to rely on these limitation of liability and disclaimer provisions.

## **6.5 BENEFICIARIES**

The Client acknowledges that the Subcontractors are acting as licensors and suppliers to the Royal Bank under this Agreement and are acknowledged by the Client to be third party beneficiaries of the terms of this Article 6.

## **ARTICLE 7 CONFIDENTIALITY**

### **7.1 Confidentiality**

Each party agrees to retain in confidence and not (except in furtherance of this Agreement) to use or disclose any confidential, personal, or proprietary business and/or technical information (the "Confidential Information") supplied by the other party without the prior written consent of the other party and then only to the extent specified in such consent. Royal Bank will maintain the confidentiality of the Confidential Information of the Client and will not use such Confidential Information other than for the purposes for which it was given, with access only by those of its officers, directors, employees, agents and Subcontractors who have a need to access such Confidential Information and who are bound to keep the information confidential. The Client will maintain the confidentiality of the Confidential Information of the Royal Bank and will not use such Confidential Information other than for the purposes for which it was given, with access only by those of its officers, directors, employees, council members, agents and contractors who have a need to access such Confidential Information, and will advise them of the confidentiality obligations contained herein. Royal Bank agrees that all information provided to Royal Bank by the Client pursuant to this Agreement will be deemed to be Confidential Information. When Royal Bank is providing information to the Client pursuant to this Agreement, Royal Bank will identify whether the information being provided constitutes Confidential Information. However, subject to applicable law, neither party will have any confidentiality obligation with respect to disclosure of Confidential Information to others, not parties to this Agreement that: (i) is or becomes available to the public through no breach of this Agreement; (ii) was previously known by the receiving party without any obligation to hold it in confidence; (iii) is received from a third party free to disclose such information without restriction; (iv) is independently developed by the receiving party without the use of the confidential information of the disclosing party; (v) is approved for release by written authorization of the disclosing party, but only to the extent of such an authorization; or (vi) is disclosed in response to an order of a court, tribunal or other governmental body, but only to the extent of and for the purposes of such order.

The Client is subject to the provisions relating to the collection, use and disclosure of personal information in accordance with the terms of the Municipal Freedom of Information and Protection of Privacy Act, as may be amended or replaced from time to time.

Royal Bank is subject to the provisions relating to the collection, use and disclosure of personal information in accordance with the terms of the Personal Information Protection and Electronic Documents Act (PIPEDA), as may be amended or replaced from time to time.

## **ARTICLE 8 GENERAL**

### **8.1 Independent Parties**

The parties are and will at all times remain independent contractors and are not and will not represent themselves as the agent, joint venturer or partner of the other party or to be related to the other party. No representations will be made or acts taken by either party which could establish any apparent relationship of agency, joint venture or partnership with the other party and the other party will not be bound in any manner whatsoever by any agreements, warranties or representations made by the first party to any other person or with respect to any other action of the first party.

### **8.2 Subcontracting**

Royal Bank may subcontract the performance of all or any part of the Service provided that Royal Bank remains responsible for the performance of all obligations performed by such Subcontractors to the same extent if such obligations were performed by Royal Bank under this Agreement.

### **8.3 Notices**

Any notice or invoice required or permitted hereunder will be in writing and will be deemed to have been duly given (i) upon hand delivery, (ii) on the fifth Business Day following mailing, first class postage prepaid, (iii) on the first Business Day following delivery to a recognized overnight courier service, fee prepaid and return receipt or other confirmation of delivery requested, or (iv) upon confirmation of receipt by the party to receive such notice, of a fax sent to the fax number of such party. Any such notice will be delivered or sent to a party at its address or fax number as set forth below:

Royal Bank: <Address>

Client: <Address>

or to such other address or fax number as may be designated by a party in a notice given to the other from time to time in accordance with the terms of this Section 8.3.

### **8.4 Other Remedies**

Except as otherwise expressly provided herein to the contrary, the exercise of a right of termination or any other right or remedy by either party will be without prejudice to such party's right, subject to the limitations set forth in this Agreement, to pursue any other right or remedy available under this Agreement or under applicable law.



## **8.5 Governing Law**

This Agreement will be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

## **8.6 Assignment**

Neither party may assign this Agreement without the prior written consent of the other party. Any attempted assignment by either party which is not in accordance with this Section, will be invalid.

## **8.7 Partial Invalidity**

If any provision of this Agreement is held invalid or unenforceable by competent authority, such provision will be deemed to be severable and will not affect its other provisions and this Agreement will be construed in all respects as if the invalid or unenforceable provision were omitted.

## **8.8 Force Majeure**

Neither party will be liable for any costs or damages due to non-performance under this Agreement arising out of any cause not within the reasonable control of such party and without its fault or negligence provided that it will use all reasonable efforts to work around or overcome such cause. Neither party will be liable for any delay or failure in the performance of its obligations under this Agreement that directly results from any failure of the other party to perform its obligations as set forth in this Agreement.

## **8.9 Waiver**

No waiver of a breach of any term of this Agreement will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this Agreement. No failure on the part of a party to exercise, and no delay in exercising, any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this Agreement or the rights or obligations of any party hereunder.

## **8.10 Entire Agreement**

This Agreement, together with all its Exhibits, contains the entire understanding of the parties with respect to the transactions contemplated and supersedes any prior agreements or understandings among the parties with respect to the subject matter hereof. This Agreement may only be amended by a written document signed by the parties. There are no representations, warranties, or obligations of any party not expressly contained herein. In the event of any conflict between the terms of this Agreement and any of its Exhibits, the terms of this Agreement will govern.

### 8.11 Construction

Any interpretation of this Agreement will not presume that its terms should be more strictly construed against one party by reason of any rule of construction or authorship. Further, this Agreement may be executed in two or more counterparts, each of which will be deemed an original.

### 8.12 Claims/Injunctive Relief

Any claim arising out of or related to this Agreement must be brought no later than two (2) years after it has accrued. Recognizing and acknowledging that any breach by a party of the provisions of Section 7.1 will cause irreparable damage for which other remedies may be inadequate, the parties agree that, in addition to monetary damages and any other remedies available at law or in equity, an aggrieved party will have the right to petition for such equitable relief as may be necessary to prevent such a breach or threatened breach without having to prove actual damages.

### 8.13 Conflict of Interest

Royal Bank represents, that as of the Effective Date, that it is not aware of any conflicts of interest with regard to its provision of services under this Agreement. During the Term, Royal Bank represents that it will not attempt to improperly influence or interfere financially, politically or otherwise with employees, officers, or council members of the Client with regard to Royal Bank's provision of the Service and Professional Services under this agreement. Royal Bank will operate and maintain the Paytickets Service so that no User will have an opportunity to gain a direct or indirect improper personal advantage, whether financial, political or otherwise.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the date first written above.

**Royal Bank of Canada**

**<Client Name>**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name:

Title:

Title:

**Royal Bank of Canada**

**<Client Name>**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name:

Title:

**EXHIBIT A**  
**CLIENT MARKS**





**EXHIBIT B**

**ROYAL BANK MARKS**





## **EXHIBIT C**

### **SAMPLE PROFESSIONAL SERVICES TASK LIST**

This Exhibit provides a sample deployment task list for the Professional Services defined in Section 2.1. The following list represents the tasks that are typically preformed by the Client and the Royal Bank or its Subcontractors. This list may or may not include all of the required tasks and is strictly provided as a sample for the purpose of this Agreement.

#### **Tasks performed by Royal Bank or its Subcontractors:**

- Utilize the Client's Merchant Number in connection with the performance of the Paytickets Service
- Provide Client GIF(s) specifications
- Provide Client with Customer Service Centre contact information and procedures
- Provide Customer Service Centre with Client contact information
- Provide Client with a sample Logo Link and parameters
- Configure Client on Paytickets Service
- Provide Client with sample daily transaction report
- Provide training to Client staff
- Obtain confirmation (Client / MAG) of successful setup of Paytickets sub-court in ICON
- Conduct end to end test with Client
- Promote Client's Cobranded Pages into production

#### **POA Court Service Area Tasks**

- Provide Merchant Number to be used for the processing of Transactions
- Provide Client contacts in the following Client areas including technical support, business contact, customer service, and finance
- Designate authorized individuals to download daily transaction reports
- Provide GIFs (large and small logos, sample completed POA offence)
- Provide website background and link colours
- Establish communication protocol for advising reversals to Client Service Centre
- Undergo training of operations, support and finance staff
- Review and approve screen-captured images of the Cobranded Pages
- Submit request to MAG to set up Paytickets as a subcourt in ICON production system in a timely manner
- Once promoted into production, process one or more test Transactions
- Implement link from Client Site to Paytickets



## EXHIBIT D

### PAYTICKETS SERVICE: HOURS OF OPERATION AND CLIENT SUPPORT

All times referenced in Exhibit D are subject to periodic adjustment from time to time by written notice to Client from Royal Bank.

Paytickets Service Hours of Operation [Eastern Standard Time]		
Hours of Operation	Day	Response Time To Client
<b>Paytickets Service available</b> with Technical Support <sup>1</sup> and Customer Service Centre Support <sup>2</sup> .	8:00 a.m. to 6:00 p.m. each Business Days	Within one Business Day
<b>Paytickets Service available</b> with Technical Support <sup>1</sup> provided through the Network Operations Centre.	6:00 p.m. Business Day to 8:00 a.m. following day 8:00 a.m. statutory holiday to 8:00 a.m. following day. 8:00 a.m. Saturday to 2:00 a.m. Sunday 5:00 a.m. Sunday to 8:00 a.m. Monday	Within one Business Day
Paytickets Service maintenance window. The Paytickets Service may not be available to Users during this time period at the sole discretion of Royal Bank or its Subcontractors.	2:00 a.m. Sunday to 5:00 a.m. Sunday	Within one Business Day

<sup>1</sup> **Technical Support.** Support for technical problems with Paytickets Service hardware and software hosted by Royal Bank and its Subcontractors. Support does not include technical problems with software or hardware installed at the Client Site, whether or not such software or hardware is used to connect to the Paytickets Service. Technical support for Paytickets Service can be contacted through the Customer Service Centre 1-866-237-5937 (8:00 a.m. to 6:00 p.m. Business Days) or after hours through the Network Operations Centre (416) 643-1400.

<sup>2</sup> **Customer Service Centre Support.** Support for reversals and inquiries relating to Transactions. Customer Service Centre support for Paytickets Service can be contacted through the Customer Service Centre 1-866-237-5937 (8:00 a.m. to 6:00 p.m. Business Days).



## **EXHIBIT E**

### **TRANSACTION REVERSAL PROCEDURES**

The reversal procedures with respect to Transactions in this Exhibit E are subject to amendment from time to time by written notice to Client from Royal Bank.

Royal Bank will reverse any Transactions upon request from the Client to reverse a Transaction or Transactions, on the following terms and conditions:

1. The Client must provide written notice, in a manner agreed upon between the parties, to the Customer Service Centre during the operating hours of the Customer Service Centre outlined in Exhibit D, for each Transaction that the Client wants to have reversed.
2. For each Transaction that the Client requests Royal Bank to reverse, the Client must provide the reason for reversal that the Royal Bank will include in the communication to the User in respect of the applicable Transaction to be reversed.
3. Reversal requests received prior to 12pm Eastern Standard Time on a Business Day will be processed on the same Business Day. Reversal requests received on or after 12pm Eastern Standard Time on a Business Day will be processed on the next Business Day.
4. Upon receipt of a reversal notice from the Client and for each Transaction that the Client has requested Royal Bank to reverse, Royal Bank will:
  - a. cause the same credit card account that the User entered on the Paytickets Site to process the Transaction to be credited in an amount equal to the Transaction Amount. The Client acknowledges that any fees paid by the User to Royal Bank and the Transaction Fee paid by the Client for the Transaction that the Client has requested to be reversed will not be refunded by Royal Bank.
  - b. cause an email notice to be sent to the email address entered by the User on the Paytickets Site when the User submitted the ticket information, notifying the User of the reversal and the reason for the reversal as provided by the Client to Royal Bank. Royal Bank assumes no responsibility for the delivery of the email or the accuracy or completeness of the email address information entered by the User on the Paytickets Site.
  - c. provide confirmation to the Client that the Client's Transaction reversal or Transaction reversals have been processed as specified in Section 2.1(i).