

Work Order

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IN CONSIDERATION OF THE COMMITMENTS, TERMS AND CONDITIONS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. **PROVISION OF THE DECISIA PLATFORM.** Lexum provides the client with the services and features of the Decisia platform in accordance with its selection of Package C, as specified in this Business Proposal.
2. **HOSTING SERVICES.** Lexum shall host and make available the following to the benefit of the client: Decisia and the decisions and other documents published through the platform as specified in this Business Proposal.
3. **TECHNICAL SUPPORT SERVICES.** Lexum shall support the client in its ongoing use of Decisia, as specified in this Business Proposal.
4. **ADDITIONAL SERVICES.** Lexum provides the following additional services to the client (check those applying):
 - EDITORIAL SERVICES.** Lexum takes care of the management and dissemination of the client's documents on the Decisia platform in a WCAG compliant format for approximately 150 documents per year.
 - EDITORIAL SERVICES.** Lexum undertakes a bulk import into Decisia of judicial review fields provided in a structured format by the client.
 - HYPERLINKING TO ONTARIO LEGISLATION.** Lexum provides automatic hyperlinking for Ontario provincial legislative citations as found within the client's orders and other documents published in Decisia.
5. **PAYMENT.** Lexum will charge and issue invoices to the client for the services rendered or to be rendered in the following fashion, excluding the applicable taxes:
 - a. \$26,081 (\$20,160 for Decisia, \$1,550 for judicial review fields, \$4,371 for hyperlinking) for the first year of operation upon signature of the Agreement (WCAG processing is invoiced each quarter based on actual volume);
 - b. \$24,531 (\$20,160 for Decisia, \$4,371 for hyperlinking) including an indexation of 3% for the second year of operation one (1) year after the provision of the Decisia platform, payable in advance upon the first anniversary of the signature date of the Agreement (WCAG processing is invoiced each quarter based on actual volume);

- c. \$24,531 (\$20,160 for Decisia, \$4,371 for hyperlinking) including an indexation of 3% for the third year of operation two (2) years after the provision of the Decisia platform, payable in advance upon the second anniversary of the signature date of the Agreement (WCAG processing is invoiced each quarter based on actual volume).
- d. \$24,531 (\$20,160 for Decisia, \$4,371 for hyperlinking) including an indexation of 3% for the fourth year of operation three (3) years after the provision of the Decisia platform, payable in advance upon the third anniversary of the signature date of the Agreement (WCAG processing is invoiced each quarter based on actual volume).
- e. \$24,531 (\$20,160 for Decisia, \$4,371 for hyperlinking) including an indexation of 3% for the fifth year of operation four (4) years after the provision of the Decisia platform, payable in advance upon the fourth anniversary of the signature date of the Agreement (WCAG processing is invoiced each quarter based on actual volume).

Any subsequent fees to be charged by Lexum after the expiry of the fifth year of operation shall be charged to the client at the then current rates, or at any other rates negotiated between the Parties.

- 6. **ADJUSTMENT OF BILLING.** If by the end of each year of operation the client has submitted to the Decisia platform a greater number of documents than the maximum number specified for the package selected, Lexum will adjust the billing by submitting an invoice covering the difference between the actual package used and the package selected.
- 7. **ENTRY INTO FORCE.** The Agreement shall come into force on the day of its signature by both Parties.
- 8. **INITIAL TERM.** The initial term of the Agreement shall be five (5) years from its date of entry into force
- 9. **RENEWAL.** After the expiry of the initial term, the Agreement shall be renewed automatically for one or more additional periods of one year each, unless one party notifies the other of its desire to terminate the Agreement at least 30 days prior to its expiry date.

FOR Information & Privacy Commission

BRA
 (Signature)

Brian BERNISH
 (First name, Last Name)

Commissioner
 (Title)

Jan 15 / 20
 (Date)

FOR Lexum

 (Signature)

 (First name, Last Name)

 (Title)

 (Date)