

This document (this “**Schedule**”) is the Schedule for Services related to e-mail hosting and ONE Pages (“**ONE Mail Direct Services**”), as defined below, made pursuant to the eHealth Ontario Services Agreement (the “**Agreement**”) between eHealth Ontario and Client (“**Client**”) dated **<Insert date of SA: MMMM, dd, yyyy>** and is made effective as of **<Insert effective date: MMMM, dd, yyyy>** (the “**Effective Date**”). ONE Mail Direct Services will be provided by eHealth Ontario upon Client’s acceptance of the terms and conditions in this Schedule and eHealth Ontario’s written confirmation that it has received and accepted the signed Schedule.

Full Name of Client

<Insert full client name from CIF>

1. Definitions

Unless otherwise specified in this Schedule, capitalised terms in this Schedule have the same meanings as those assigned to them in the Agreement:

“**Account**” has the meaning ascribed to it in Schedule “A”.

“**CA**” means an individual or group of individuals designated by eHealth Ontario as its certificate authority and who are responsible for the registration, service enrolment, and authentication services provided by eHealth Ontario to clients

“**Client Content**” means all information, data, code or other materials that End Users sponsored by Client upload, store, transmit, receive or process in connection with the ONE Mail Direct Services or any other Services.

“**Deactivate**” means to either Delete or to Disable an Account.

“**Delete**” means, in relation to an Account, to: (a) remove the ability for the End User to login to the Account; (b) remove the End User from the ONE Mail Directory; (c) restrict the ability to send or receive e-mails from or to the Account; and (d) delete the Client Content associated with the Account.

“**Disable**” means, in relation to an Account, to: (a) remove the ability for the End User to login to the Account; (b) remove the End User from the ONE Mail Directory; (c) restrict the ability to send e-mails from the Account; and (d) preserve or archive the Client Content associated with the Account, which may be accessed by the End User by making a request to eHealth Ontario.

“**Local Registration Authority Acknowledgement**” means an agreement which governs how an individual who has been appointed as an LRA will perform his or her duties as an LRA, as amended from time to time and available at <http://www.ehealthontario.on.ca/en/services/resources>.

“**LRA**” means an individual that has been delegated responsibility by the CA as the local registration authority for the performance of tasks associated with validating the identity, registering, enrolling, and managing Registrants which are within the scope of his or her authority as delegated by the CA and LRAs means more than one LRA.

“**One ID Service Schedule**” means a Service Schedule between the parties under which certain tasks relating to the registration and enrolment of End Users are performed by Client, as further detailed in that Service Schedule.

“**ONE Mail Direct Services**” means the e-mail hosting services, including ONE Pages, provided pursuant to this Schedule as described in section 2 and Exhibit “A”.

“**ONE Mail Directory**” means the directory of health care professionals, and other individuals within the Ontario health care sector, associated with ONE Pages.

“**ONE Pages**” means a directory service provided by eHealth Ontario for the purpose of facilitating communication between health care professionals, and other individuals within the Ontario health care sector, and is made available to all End Users and to the end users of other clients who receive ONE Mail services from eHealth Ontario. ONE Pages is further described in Exhibit “A”.

2. Provision of ONE Mail Direct Services and Plain Language Description

- 2.1. **Requesting the ONE Mail Direct Services.** When requesting the ONE Mail Direct Services, Client should complete, sign and submit this Schedule to eHealth Ontario. The provision of ONE Mail Direct Services to Client is subject to the terms and conditions of the Agreement including this Schedule.
- 2.2. **ONE Mail Direct Services.** Client acknowledges that the ONE Mail Direct Services are provided to Client solely for the use of its End Users and not for use by any other person. Client will not permit any other person to use the ONE Mail Direct Services.
- 2.3. **Service Levels and Support.** The service levels that apply to eHealth Ontario's provision of the ONE Mail Direct Services are set out in Exhibit "A". eHealth Ontario only provides support services for the ONE Mail Direct Services to Client through its Authorised Representative. eHealth Ontario does not provide support services to any of Client's End Users, as it is the responsibility of Client to provide support services to its End Users.
- 2.4. **Domain Name.** If Client does not want to use eHealth Ontario's default domain name (for example, one-mail.on.ca), then Client is responsible for registering and maintaining its own domain name ("**Vanity Domain**") to be used in connection with its use of the ONE Mail Direct Services (for example, Clientname.com). Client is responsible for managing the domain name system ("**DNS**") entries associated with the Vanity Domain name in accordance with the following:
 - (a) eHealth Ontario will provide Client with the DNS entries, including but not limited to mailbox exchanger, sender policy framework and service locator record, and Client is to use such DNS entries, or any revised DNS entries provided by eHealth Ontario, for the term of the ONE Mail Direct Services while Client is using a Vanity Domain.
 - (b) Client is not to change any DNS entries provided by eHealth Ontario during the term of the ONE Mail Direct Services, without giving 30 business days prior written notice to eHealth Ontario at onemailinfo@ehealthontario.on.ca.
 - (c) Should Client, or a service provider of Client, change the DNS entries provided by eHealth Ontario, Client must either (a) change back the DNS entries to those provided by eHealth Ontario (b) change to another domain (for example, the eHealth Ontario domain); or (c) terminate the ONE Mail Direct Services with eHealth Ontario within 30 business days of such change.
 - (d) In the event that Client changes the DNS entries provided by eHealth Ontario, eHealth Ontario may terminate the ONE Mail Direct Services, upon 30 business days written notice to Client or under section 7.3 should the circumstances warrant earlier termination.
- 2.5. **Transmission and Temporary Storage.** Client acknowledges, and agrees that it will inform its End Users, that the ONE Mail Direct Services are for the transmission and temporary storage of e-mails, and Client will cause its End Users to promptly place a copy of each sent or received e-mail (including any attachments) into a filing system separate from the e-mail box associated with that End User's Account.
- 2.6. **Identity and Access Management Services.** Client acknowledges that it must enter into a ONE ID Services Schedule with eHealth Ontario in order to receive the ONE Mail Direct Services. If the ONE ID Services Schedule is terminated or suspended for any reason eHealth Ontario may terminate or suspend the ONE Mail Direct Services in accordance with section 7.4 below.
- 2.7. **Use of Accounts.** Client acknowledges, and will inform its End Users, that the ONE Mail Direct Services including the use of the Accounts by End Users is solely for work-related use and not for personal use, and must be for activities related to the health care sector in Ontario. Client further acknowledges, and will inform its End Users, that the use of the Accounts by End Users must be solely for the purpose of duties performed on behalf of Client.
- 2.8. **Plain Language Description.** Client hereby acknowledges obtaining from eHealth Ontario the plain language descriptions of the ONE Mail Direct Services and the safeguards implemented by eHealth

Ontario to protect against unauthorised use and disclosure of and to protect the integrity of Personal Information. The current copy of the Plain Language Services Description is available at the eHealth Ontario website <http://www.ehealthontario.on.ca/en/services/one-mail>. eHealth Ontario may amend the plain language description from time-to-time by posting a notice on the eHealth Ontario website at <http://www.ehealthontario.on.ca/en/services/one-mail>, and Client is responsible for reviewing and retaining a copy of any amended plain language description. The Client's continued use of the Services constitutes acceptance of any amended plain language description. For a period of 10 business days following any date on which eHealth Ontario issues a notice of any amendment, if that amendment is unacceptable to Client, Client may terminate this Schedule upon 30 days written notice to eHealth Ontario.

3. Client Content

- 3.1. **Client Data.** Client acknowledges that eHealth Ontario's responsibility for any Client Content is limited to processing it in order to provide the ONE Mail Direct Services and that in every other respect Client is responsible for Client Content. For example, Client is responsible if Client Content is illegal or infringes a third party's intellectual property rights.
- 3.2. **Personal Information.** In some instances, Client or the End User may be required by Applicable Laws or professional standards to obtain an individual's consent before using the ONE Mail Direct Services to transmit that individual's Personal Information. Client acknowledges that it is Client's responsibility to comply with Applicable Laws and professional standards relating to the protection of Personal Information and Client will ensure that its End Users comply with the same.
- 3.3. **Operation of Law.** eHealth Ontario will not be liable for its disclosure of any Client Content or other information associated with any e-mail account on an Accredited Client Mail System if such disclosure is required by any Applicable Laws, provided that eHealth Ontario, to the extent permitted by law, notifies Client of any such requirement as soon as it is legally permitted to do so, so that Client may seek a protective order or other relief. Client will be responsible for notifying any affected End User.
- 3.4. **Provision of the ONE Mail Direct Services.** Client acknowledges and will inform its End Users that, to the extent permitted by law, eHealth Ontario may access any Client Content associated with any Account in order to provide or administer the ONE Mail Direct Services. For example, eHealth Ontario may need to access an End User's e-mail box when responding to a request for support from that End User.
- 3.5. **Anti-virus and Anti-spam.** eHealth Ontario will use commercially reasonable efforts to filter incoming and outgoing e-mail messages of the ONE Mail Direct Services to eliminate viruses or other harmful content or unsolicited bulk e-mails. Client acknowledges and will inform its End Users that such actions are reasonable even if they may occasionally result in one or more End Users not sending e-mails, or receiving e-mails sent to them.

4. Administration

- 4.1. **Contact.** Client's Authorised Representative, or Client's Local Registration Authority (LRA), is responsible for co-ordinating all matters relating to this Schedule.
- 4.2. **Account Termination by Client.** Client may terminate any End User's Account on written notice to eHealth Ontario, and by giving notice Client is authorising eHealth Ontario to delete any information associated with that End User's Account (including any e-mails, task lists, appointments or contacts). Client is solely responsible for ensuring that it or the applicable End User has made copies of any information associated with any Account prior to notifying eHealth Ontario, including any information contained in the contents of the applicable e-mail box, task list, calendar and contacts associated with that Account, as eHealth Ontario is not responsible for the loss of any such information after it has been notified by Client. In addition, Client must terminate any End User's Account within 5 business days of the date on which he or she ceases to be a Representative of the Client, and Client remains solely responsible for backing up any information in that Account.
- 4.3. **ONE Mail Directory.** If an End User's Account is terminated for any reason, eHealth Ontario will remove from the ONE Mail Directory any listing related to that Account.

- 4.4. **Access to Accounts.** Access to Accounts is limited to End Users subject to a limited number of exceptions as set out in the ONE Mail Direct Account Access Policy. On a case by case basis, in its sole discretion and subject to Applicable Laws, eHealth Ontario may provide Client or another requestor with access to the contents of an Account in accordance with the ONE Mail Direct Account Access Policy available at <http://www.ehealthontario.on.ca/en/services/resources>. From time to time, eHealth Ontario may update the ONE Mail Direct Account Access Policy, and any such updates will be available at <http://www.ehealthontario.on.ca/en/services/resources>. Client is responsible for checking this site for updates to the ONE Mail Direct Account Access Policy.
- 4.5. **Compliance.** Client is accountable under Applicable Laws for access to any Personal Information or Confidential Information in each End User's Account that Client gains access to under this Agreement, including the ONE Mail Direct Account Access Policy, and Client must ensure that it has the necessary authority, and has obtained the necessary consents, under Applicable Laws for any access obtained by Client or its Representatives under this Agreement.
- 4.6. **Indemnity.** Client hereby agrees to defend, indemnify and hold harmless eHealth Ontario and its Representatives, including its directors, officers, employees and agents, from and against any and all claims, damages, losses, expenses, costs (including reasonable legal fees), or amounts payable under any judgment, verdict, court order or court settlement resulting from or arising out of or in connection with Client's access to the Accounts of its End Users, provided by eHealth Ontario upon request of Client under section 4.4 of this Schedule or under the ONE Mail Direct Account Access Policy, unless solely caused by the gross negligence or wilful misconduct of eHealth Ontario.

5. **Costs of the ONE Mail Direct Services**

eHealth Ontario will bear the cost of maintaining the ONE Mail Direct Services, and provided Client remains in compliance with the terms of this Schedule, will provide access to the ONE Mail Direct Services to Client for use by its End Users. Client is solely responsible for the cost of engaging, receiving and using the ONE Mail Direct Services, including but not limited to acquiring, installing and maintaining any equipment, software and telecommunications facilities required by Client to receive the ONE Mail Direct Services.

6. **Audit**

Client authorises eHealth Ontario and its Representatives, upon five (5) days written notice and during business hours, to inspect any records and documents in the possession or under the control of Client to verify compliance with the terms and conditions of this Schedule and any applicable terms of the Agreement.

7. **Term and Termination**

- 7.1 **Term.** This Schedule commences as of the Effective Date and will continue unless terminated in accordance with sections 7.2, 7.3 or 7.4 or as otherwise permitted under the Agreement or this Schedule.
- 7.2 **Termination for Convenience.** In addition to the right to terminate or suspend as set out in section 2.4 above, either party may terminate this Schedule without liability, cost, penalty or prejudice to any other rights or remedies under the Agreement upon giving at least 90 days written notice to the other party.
- 7.3 **Suspension and Termination.** eHealth Ontario will be permitted to immediately suspend or terminate the provision of the ONE Mail Direct Services, or any End User's Account, if it reasonably believes that there is an emergency or a circumstance that would warrant such action. For clarity, and without limiting the foregoing, suspected or confirmed breach of eHealth Ontario policies or Applicable Laws, a security risk, or inappropriate use of the Accounts by any person would warrant termination or suspension as described in this section. Client is responsible for informing any affected End Users of any suspension or termination under this section.
- 7.4 **Termination.** eHealth Ontario may, at its sole discretion, immediately terminate or suspend the ONE Mail Direct Services without liability, cost or penalty, and without prejudice to any other rights or remedies

of eHealth Ontario under this Schedule or the Agreement or at law or in equity, if the Agreement expires or is terminated for any reason or if the ONE ID Services Schedule is suspended or terminated for any reason.

- 7.5 **Survival.** In the event of any expiration or termination of this Schedule for any reason, those provisions of this Schedule that by their nature are meant to survive expiration or termination will survive, including sections 1, 7.5, 9 and 10.

8. Security and Monitoring

- 8.1 **Client Obligations.** In addition to the security and confidentiality obligations set out in the Agreement, Client agrees to comply with the security obligations set out in Exhibit “B”.
- 8.2 **Monitoring.** eHealth Ontario will monitor the technology infrastructure used to provide the ONE Mail Direct Services in a manner consistent with good network and e-mail service administration practices and in compliance with Applicable Laws.
- 8.3 **Monitoring Client Content.** eHealth Ontario is not obliged to monitor Client Content, but eHealth Ontario may monitor Client Content when required by law or upon a reasonable belief that Client or an End User is breaching or has breached this Schedule or the Agreement.
- 8.4 **General.** eHealth Ontario will implement security safeguards for the ONE Mail Direct Services in accordance with Applicable Laws, including those safeguards described at the following link: <http://www.ehealthontario.on.ca/en/security/safeguards>

9. Limitations of Liability and Indemnification

- 9.1. **Limitation.** Except as otherwise expressly set forth in this Schedule, in no event will either party be liable for indirect, special, consequential, incidental, punitive or exemplary losses, damage or expenses or for loss of data, lost revenue or lost profit, even if it has been advised of their possible existence, or even if same were reasonably foreseeable. The limit of a party’s liability to the other party concerning performance or non-performance or in any manner related to this Schedule or the Agreement, for any and all claims will not in the aggregate exceed the greater of:

- (a) \$1,000,000.00 or
- (b) \$5,000.00 multiplied by the number equal to all of the enrolments of End Users

This limitation will apply irrespective of the nature of the cause of action, demand or claim, including breach of contract, negligence, tort or any other legal theory. This limitation does not apply to any indemnities provided by Client under this Schedule.

- 9.2 **Disclaimer.** eHealth Ontario does not warrant or represent that:

- (a) the operation of the ONE Mail Direct Services will be uninterrupted or error free;
- (b) the measures which eHealth Ontario has taken to preserve the integrity of any data transmitted using the ONE Mail Direct Services will always be effective; or
- (c) a person cannot compromise the security measures which eHealth Ontario has implemented in connection with the ONE Mail Direct Services.

Except as otherwise expressly provided in this Schedule, eHealth Ontario makes no warranties, representations, conditions, promises or indemnities of any kind, express or implied, statutory or otherwise, including any implied warranties and conditions of merchantable quality or fitness for a particular purpose, and eHealth Ontario assumes no liability for the use of the ONE Mail Direct Services by any End User.

10. General Provisions

Entire Agreement. This Schedule, along with the Agreement and any document attached to this Schedule, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements, understandings, negotiations and discussions, whether oral or

written, between the parties. The parties acknowledge and agree that the execution of this Schedule has not been induced by, nor have either of the parties relied upon or regard as material, any representations or writings whatsoever not incorporated and made a part of this Schedule. This Schedule includes the following Exhibits and Attachments, if any:

- (a) Exhibit “A”: Services; and
- (b) Exhibit “B”: One Mail Direct Security Obligations

eHealth Ontario and Client identified below have entered into an eHealth Ontario Services Agreement, the terms and conditions which apply to this Schedule.

By signing below, Client is requesting the ONE Mail Direct Services and acknowledging that eHealth Ontario’s provision of such services and Client’s use of such services will be in accordance with the terms and conditions of this Schedule and the Agreement.

[Signature block has been removed for this sample](#)

1. Definitions

- 1.1 In addition to any terms defined in the Schedule or Agreement, capitalized terms in this this Exhibit “A” have the meanings set out below:
- (a) **“Dormant Account”** means either an Inactive Account or a Non-Activated Account.
 - (b) **“Flagged Account”** means an Account that has been temporarily exempted from the Dormant Account status, by Client, by providing written notice to eHealth Ontario at onemailinfo@ehealthontario.on.ca in accordance with the terms of the Agreement. Flagging an Account is designed to keep an otherwise Dormant Account active due to a leave of absence or other temporary absence by an End User.
 - (c) **“Inactive Account”** means an Account that has not been logged into by an End User of Client for a period of time greater than or equal to 13 months from the last login date, and that is not a Flagged Account.
 - (d) **“Non-Activated Account”** means an Account that has never been activated via login by an End User of Client, within 6 months of the creation of the eHealth Ontario Account, and that is not a Flagged Account.
 - (e) **“Reactivation Notice”** has the meaning set out in section 6.2 of this Exhibit “A”.

2. The ONE Mail Direct Services

- 2.1 eHealth Ontario will provide to each End User sponsored by Client, that is registered with eHealth Ontario, an e-mail account with an address book for storing contact information, a calendar for storing appointments, a tool for tracking tasks and an e-mail box (an **“Account”**). For greater clarity, the creation of an Account for an End User does not include the importation of any information into the e-mail box, task list, calendar and contacts associated with that Account.
- 2.2 In any month, there is no limit on the number of e-mail messages that an End User may send or receive using the ONE Mail Direct Services. However, eHealth Ontario may place limits on:
- (a) the size of any message sent by an End User; or
 - (b) the number of e-mail addresses to which an e-mail message may be sent.
- 2.3 The maximum size of each e-mail box associated with an Account is 3 GB unless eHealth Ontario and Client agree otherwise in writing. Client acknowledges and will inform its End Users that an e-mail box will not be able to receive any e-mail messages if that e-mail box is full.
- 2.4 The e-mail address associated with an Account will be determined by eHealth Ontario in consultation with Client, but it will typically follow the following naming convention: anyword.lastname@Clientsdomain or anyword.lastname@one-mail.on.ca. (The following list is a partial list of the possible e-mail addresses which might be given to an End User who is a physician named John Doe: john.doe@Clientsdomain, j.doe@Clientsdomain or dr.doe@Clientsdomain or dr.doe@one-mail.on.ca.)
- 2.5 The ONE Mail Direct Services do not give any End User the ability to auto forward e-mail messages.
- 2.6 eHealth Ontario backs up its mail servers at least once daily and retains a copy of each such back-up for at least thirty (30) days.

3. Accessing a ONE Mail Account

- 3.1 Currently, there are a number of different means an End User may use to access his or her Account. Client acknowledges that eHealth Ontario may introduce new means for accessing Accounts from time to time and that eHealth Ontario may discontinue or prohibit certain methods for accessing Accounts from

time to time. Upon Client’s request, eHealth Ontario will provide a listing of the different means available to End Users at that time.

- 3.2 An End User’s choice of how to access his or her Account may restrict his or her ability to use certain functions of the ONE Mail Direct Services. For example, an End User who accesses his or her e-mail solely using Microsoft’s Outlook Web Access will not be able to work with his or her e-mail off-line. Client is encouraged to consult with eHealth Ontario when determining which methods of access to promote to its End Users.
- 3.3 Client is responsible for ensuring that its End Users have any software, hardware and network connectivity required to access their Accounts.

4. Access to an Account using a Mobile Device

4.1 eHealth Ontario provides a means by which an End User may access his or her Account using a personal or work-related mobile device (e.g. a smartphone, laptop, etc.) via ActiveSync (short for Microsoft Exchange ActiveSync, a protocol designed for the synchronization of email, contacts, calendar, tasks, and notes from a messaging server to a smartphone or other mobile device, and allowing for mobile device management and policy controls). Client acknowledges, and agrees to inform its End Users that when an End User clicks “Activate” during ONE Mail Direct Services ActiveSync setup for a mobile device, Client and each End User is agreeing to permit eHealth Ontario to act as an administrator (“**Device Administrator**”) to control and monitor certain settings on each End User’s mobile device, as indicated in this section below and during the ActiveSync set up process. Prior to permitting any End User to connect a mobile device with the ONE Mail Direct Services via ActiveSync, Client agrees to establish, and to require each End User to follow, secure email policies that meet the requirements for use of a mobile device with the ONE Mail Direct Services listed in the ONE Mail Direct for Mobile Devices guide, available at <http://www.ehealthontario.on.ca/en/services/resources>, and such secure email policies must include, without limitation, the policies below:

- (a) Password required: If not already in place, each End User connecting via ActiveSync, is required to maintain a local password on his or her mobile device(s) to comply with security policies assigned to the ONE Mail Direct Services via ActiveSync. eHealth Ontario may control the length and the characters allowed for screen-unlock passwords. This requirement is enforced by eHealth Ontario as a ONE Mail Device Administrator.
- (b) Minimum password length: All mobile devices must meet minimum password length restrictions set by eHealth Ontario, as specified in the ONE Mail Direct for Mobile Devices guide. This requirement is enforced by eHealth Ontario as a ONE Mail Device Administrator.
- (c) Inactive timeout: All mobile devices must be configured to support an inactivity timeout, as specified in the ONE Mail Direct for Mobile Devices guide: This requirement is enforced by eHealth Ontario as a ONE Mail Device Administrator.
- (d) Wipe device: In an effort to ensure that unauthorized access to data on all mobile devices is prevented, each End User will have a set number of attempts to enter the correct password. If more than the set number of consecutive failed passwords are entered, a local device wipe instruction (“**Wipe Device Instruction**”) will be automatically applied to erase all local data on that mobile device. The number of attempts before the Wipe Device Instruction is applied is set out in the ONE Mail Direct for Mobile Devices guide. This requirement is enforced by eHealth Ontario as a ONE Mail Device Administrator.
- (e) Lost device: If a mobile device is reported lost, Client or the effected End User must contact the eHealth Ontario Service Desk at 1-866-250-1554 or servicedesk@ehealthontario.on.ca as soon as reasonably possible and a Wipe Device Instruction will be applied (all data on that device will be erased, if possible)
- (f) Refresh policy: All security configuration restrictions are refreshed every 24 hours. This is implemented by eHealth Ontario as a ONE Mail Device Administrator.

- (g) Screen Lock: eHealth Ontario as a ONE Mail Device Administrator may control how and when the screen locks on a mobile device, and eHealth Ontario may also monitor the number of incorrect passwords typed when unlocking the screen.
- 4.2 Client must notify its End Users of these policies and provide each End User with these policies before they connect their mobile device(s) to the One Mail Direct Services via ActiveSync. Should any End User seeking to connect a mobile device via ActiveSync, decline to accept and implement the above-listed policies, such End User(s) must not be permitted to use the ONE Mail Direct Services via ActiveSync with a mobile device. Should a Wipe Device Instruction be applied to an End User’s mobile device(s), Client agrees to defend, indemnify and hold harmless eHealth Ontario and its Representatives from and against any and all claims, damages, losses, expenses, costs (including reasonable legal fees), or amounts payable under any judgment, verdict, court order or court settlement resulting from or arising out of any damages suffered or asserted by any End User of Client related to such Wipe Device Instruction.
- 4.3 From time to time, eHealth Ontario may update the policies for access to ONE Mail Direct via ActiveSync, and any such updates will be listed in the ONE Mail Direct for Mobile Devices guide, available at <http://www.ehealthontario.on.ca/en/services/resources>.

5. ONE Pages

- 5.1 **ONE Pages.** eHealth Ontario will provide access to ONE Mail Directory content as part of the ONE Mail Direct Services. The ONE Mail Directory is operated and maintained by eHealth Ontario, and eHealth Ontario’s solely responsible for determining the format of the listings, which may change from time to time, in the ONE Mail Directory. Although eHealth Ontario takes reasonable steps to verify the identity of each individual listed in the ONE Mail Directory, eHealth Ontario does not represent, warrant or covenant that the listings in the ONE Mail Directory are complete or accurate.
- 5.2 For each End User of the ONE Mail Direct Services, the following information is listed in the ONE Mail Directory:
 - (a) First name;
 - (b) Last name;
 - (c) Department (if applicable);
 - (d) E-mail address; and
 - (e) The names of healthcare organisations with which that user is affiliated.

Client acknowledges and will inform its End Users that the types of information listed in the ONE Mail Directory is in eHealth Ontario’s sole discretion and may change from time to time.

- 5.3 To the extent that any such information to be included in the ONE Mail Directory may be Personal Information, Client is responsible for obtaining a consent to the inclusion of such information in the ONE Mail Directory and to the disclosure of such information to, and its use by, the end users of other eHealth Ontario Clients who receive an e-mail service like the ONE Mail Direct Services from eHealth Ontario.
- 5.4 Client agrees and will cause each End User not to use or disclose the information contained in the ONE Mail Directory for any purpose other than communicating with other ONE Mail users in a manner consistent with the terms and conditions of the Agreement and this Schedule.
- 5.5 Client represents, warrants and covenants that any information related to any End User provided to eHealth Ontario’s accurate and complete, and Client is responsible for informing eHealth Ontario should there be any change to such information and providing updated information. Client is also responsible for informing eHealth Ontario should Client notice that the information in the ONE Mail Directory relating to any End User is incorrect and providing the correct information.
- 5.6 eHealth Ontario recognises that in certain exceptional circumstances End Users may need to remove their information from the ONE Mail Directory. An organisation may also choose to remove End Users

from the ONE Mail Directory for confidentiality reasons. In either case, Client’s Authorized Representative or LRA must contact the eHealth Ontario Service Desk, providing reasonable justification, if an End User’s information is to be removed from the ONE Mail Directory. The eHealth Ontario Service Desk can be contacted at the following email: ServiceDesk@ehealthontario.on.ca or phone number: 1-866-250-1554.

6. Dormant Accounts

6.1 eHealth Ontario may Disable or Delete, in accordance with the terms and conditions of this Exhibit “A” and the Schedule, an End User’s Account, where such Account is a Dormant Account and is not a Flagged Account, in accordance with the following:

- (a) **Non-Activated Accounts.** eHealth Ontario will send a notice of Dormant Account (“**Dormant Account Notice**”) to each End User’s Non-Activated Account via e-mail, and to Client’s LRA and/or Client in accordance with the notice provisions of the Agreement. The Dormant Account Notice for a Non-Activated Client Account will state that the End User’s eHealth Ontario Account has been identified as a Dormant Account and that such Account will be Deleted unless a Reactivation Notice from Client is received by eHealth Ontario within thirty calendar days of the date the Dormant Account Notice is deemed to be received by Client. (“**Thirty-Day Expiry Period**”). Where eHealth Ontario sends such a Dormant Account Notice for a Non-Activated Account and a Reactivation Notice, as defined in section 6.2 below, is not received from Client by eHealth Ontario within the Thirty-Day Expiry Period, the Non-Activated Account may be Deleted by eHealth Ontario after the Thirty-Day Expiry Period.
- (b) **Inactive Accounts.** eHealth Ontario will send a Dormant Account Notice to each End User’s Inactive Account via e-mail, and to Client’s LRA and/or Client in accordance with the notice provisions of the Agreement. The Dormant Account Notice will state that the End User’s Account has been identified as a Dormant Account and will be Disabled, unless a Reactivation Notice from Client is received by eHealth Ontario within ninety calendar days of the date the Dormant Account Notice was deemed to be received by Client (“**Ninety-Day Expiry Period**”). Where eHealth Ontario sends such a Dormant Account Notice for an Inactive Account a Reactivation Notice is not received by eHealth Ontario from Client within the Ninety-Day Expiry Period, the Inactive Account, may be Disabled after the Ninety-Day Expiry Period.
- (c) **Flagged Accounts.** eHealth Ontario will not include Client’s Flagged Accounts in any Dormant Account Notices provided to Client.

6.2 A Reactivation Notice for Dormant Accounts includes any of the following:

- (a) Notice from Client’s LRA to eHealth Ontario at onemailinfo@ehealthontario.on.ca to have one or more Dormant Accounts listed in the Dormant Account Notice to Client marked as Flagged Account(s) for a period of time specified by Client’s LRA, which may not be greater than one calendar year from the date the Reactivation Notice is received by eHealth Ontario; or
- (b) Login by the End User into the ONE Mail Direct Account that has been identified as a Dormant Account within the Thirty-Day Expiry Period for Non-Activated Accounts or within the Ninety-Day Expiry Period for Inactive Accounts.

6.3 Client’s LRA may, at any time during the term of this Agreement, designate an eHealth Ontario Account as a Flagged Account by providing written notice to eHealth Ontario at onemailinfo@ehealthontario.on.ca specifying the eHealth Ontario Account to be designated as a Flagged Account, and the period of time

such account is to be marked as a Flagged Account, provided that an eHealth Ontario Account may not be flagged for a period of time greater than one calendar year.

7. Calendar Sharing

- 7.1 The ONE Mail Direct Services enables calendar sharing with other users who have ONE Mail Direct accounts. For details on ONE Mail Direct calendar sharing, please see the Web Browsers Guide and Desktop Software Guide under the ONE Mail Direct section at <http://www.ehealthontario.on.ca/en/services/resources>
- 7.2 By default, ONE Mail Direct Services users have limited access to all other ONE Mail Direct users' calendars. Each ONE Mail Direct user can, by default, see when other users, including Client's End Users, are free or busy (a user's free/busy times are shown when another ONE Mail Direct user attempts to schedule the user for a meeting). By default, detailed calendar information such as meeting title and location remain hidden. Client agrees to provide notice to each of Client's End Users that the default setting for each End User's Account is calendar sharing (i.e. free/busy information), as described in this section, prior to activating the End User's Account.
- 7.3 Each End User may share access to his or her calendar with anyone in his or her global address book who is a ONE Mail Direct user.
- 7.4 End Users may receive invitations from other ONE Mail Direct users to view the other ONE Mail Direct users' calendar.
- 7.5 End Users may receive requests from other ONE Mail Direct users to share the End User's calendar.
- 7.6 After Account activation, each End User may establish or revise the following permissions in relation to sharing of the End User's calendar:
- (a) free/busy time;
 - (b) free/busy time, including subject & location;
 - (c) all information in calendar

8. Service Levels and Support Services

- 8.1 eHealth Ontario will use commercially reasonable efforts to provide the ONE Mail Direct Services in accordance with the service levels metrics set out in the ONE Mail Service Availability and Support document, as updated from time to time, available at <http://www.ehealthontario.on.ca/en/services/resources>.
- 8.2 eHealth Ontario will use commercially reasonable efforts to make the ONE Mail Direct Services available in accordance with the service level targets set out in the ONE Mail Service Availability and Support document, as updated from time to time, available at: <http://www.ehealthontario.on.ca/en/services/resources>.
- 8.3 Client's and eHealth Ontario's obligations for support services related to the ONE Mail Direct Services are set out in the ONE Mail Service Availability and Support document as updated from time to time, available at <http://www.ehealthontario.on.ca/en/services/resources>. Client agrees to adhere to Client obligations for support services set out in the ONE Mail Service Availability and Support document.
- 8.4 From time to time, eHealth Ontario may update the ONE Mail Service Availability and Support document, and any such updates will be available at <http://www.ehealthontario.on.ca/en/services/resources>. Client is responsible for checking this site for updates to the ONE Mail Service Availability and Support document.

1. Additional Definitions

1.1 **Additional Definitions.** In addition to those definitions set out elsewhere in this Schedule, the following definitions apply to this Exhibit:

- (a) **“Client Assets”** means any equipment or software in the possession or control of Client that Client uses in conjunction with the ONE Mail Direct Services.
- (b) **“Client Network”** means any network(s) operated or controlled by Client.
- (c) **“Privacy Breach”** means:
 - (i) The collection, use or disclosure of personal health information that is not in compliance with Ontario’s *Personal Health Information Protection Act, 2004* or its regulation;
 - (ii) The collection, use or disclosure of personal information that is not in compliance with Ontario’s *Freedom of Information and Protection of Privacy Act*, or its regulations; or
 - (iii) Circumstances where Personal Information, which may include personal information or personal health information, is stolen lost or subject to unauthorized or inappropriate collection, use or disclosure, copying, modification, retention or disposal.

2. Client Safeguards

2.1 **Client Data.** Client is responsible for determining whether any materials it wishes to transmit using the ONE Mail Direct Services can appropriately be transmitted using that service (with or without additional safeguards) given the nature and sensitivity of the materials being transmitted. If Client determines that any additional safeguard is required when transmitting such materials, Client will implement such safeguard. As well, Client is responsible for verifying the accuracy of any data that it receives when using the ONE Mail Direct Services.

2.2 **Access Control.** Client will use organisational, administrative, physical and technical means to protect any user identifications, passwords, or other authentication credentials assigned to Client or Client’s End Users that enable them to connect to the ONE Mail Direct Services.

3. Client Assets

Guidelines. From time to time, eHealth Ontario may provide to Client certain guidelines with respect to Client Assets. Client acknowledges that it may not be able to receive and use the ONE Mail Direct Services (because of compatibility issues) should its Client Assets not conform to such guidelines.

4. Incident Response and Reporting

4.1 **Security Incidents.** Client will establish its own security program that includes an incident response approach and risk management process. At a minimum, Client will, and will cause its End Users to, report all actual or potential security incidents affecting the ONE Mail Direct Services, of which they are aware to Client’s Authorized Representative who will report them to the eHealth Ontario Service Desk at 1-866-250-1554 or servicedesk@ehealthontario.on.ca. When reporting any such incident, Client will provide all information that it is reasonably able to provide with respect to that security incident and reasonable assistance to enable eHealth Ontario to verify and resolve that security incident. eHealth Ontario will use commercially reasonable efforts to resolve each such security incident.

4.2 **Privacy Breach Notification:** Should Client experience a Privacy Breach with respect to the ONE Mail Direct Services, including ONE Pages, the Authorized Representative (or his or her designate) will immediately notify eHealth Ontario Service Desk at 1-866-250-1554 or servicedesk@ehealthontario.on.ca and provide all information that Client is reasonably able to provide with respect to that Privacy Breach. In addition, Client will provide such assistance as eHealth Ontario may reasonably request to enable eHealth Ontario to verify and resolve that Privacy Breach. Should eHealth Ontario experience a Privacy Breach it will immediately notify Client via the contact information provided by Client.

5. **Compliance**

Upon the request of eHealth Ontario acting reasonably, Client will provide to eHealth Ontario evidence of its compliance with all or part of the above privacy and security measures.

6. **Corrective Action**

In the provision of the ONE Mail Direct Services to Client, eHealth Ontario has the right to take any corrective actions or steps (related to the ONE Mail Direct Services) which eHealth Ontario deems necessary to protect the eHealth Ontario technology infrastructure and eHealth Ontario’s Clients from actual or potential threats or security concerns. Such corrective actions or steps may include the suspension or termination of the Accounts of one or more End Users, limiting access by Client or an End User to an Account, or the suspension or termination of the ONE Mail Direct Services.