This document (this "**Schedule**") is the Schedule for Services related to the PKI Service **("PKI Services")** made pursuant to the eHealth Ontario Services Agreement (the "**Agreement**") between eHealth Ontario and Client ("**Client**") dated <effective date of SA: MMMM, dd, yyyy> and is made effective as of <schedule signing date: MMMM, dd, yyyy> (the "**Effective Date**"). PKI 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 that 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:

"**Certificate**" means a credential that is issued to a Registrant or a Computer Application to allow the authentication of the Registrant's identity to a system or application

"**CA**" means eHealth Ontario's Certificate Authority, which is the individual or group of individuals designated by eHealth Ontario who are responsible for the registration, service enrolment, and authentication services provided by eHealth Ontario to clients.

"**Certification Policy Manual**" means the document published by eHealth Ontario and designated as eHealth Ontario's Certification Policy Manual as amended from time to time. A copy of the Certification Policy Manual is available at www.ehealthontario.on.ca or upon request from eHealth Ontario.

"**CRL**" means the Certificate Revocation List, which is the list of revoked Certificates that is created, time stamped and signed by the same Certificate Authority that issued the Certificates. A Certificate is added to the list if it is revoked and then removed from the list when it reaches the end of the Certificate's validity period.

"**Computer Application**" means an identifiable computer software process that generates or receives communications or transactions on behalf of an individual or organisation which it represents. The software program which is (i) licensed or owned by Client and (ii) operated by Client to further any of its legitimate business interests related to the provision of services related to healthcare.

"**Developer**" means any third party who is providing services to Client that involve testing the interoperability between an application or system being developed by or for Client and eHealth Ontario's PKI Infrastructure.

"**eHealth Ontario's PKI Infrastructure**" means, as the context dictates, either or both the portion of eHealth Ontario's technology infrastructure dedicated to managing Certificates and the policies, procedures and controls used by eHealth Ontario for the administration and operation of that infrastructure.

"**LRA**" means an individual that has been delegated responsibility by a Sponsorship Organisation or 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 a Sponsorship Organisation or the CA and LRAs means more than one LRA

"**ONE ID**" is eHealth Ontario's identity and access management service that enables Registrants (End Users and Computer Applications) to access eHealth Ontario services.

"**PKI Service**" means the services described in sections 2 and 3, below.

"**Private Key**" means the secret (private) key that corresponds to the public key in a Certificate.

"**Registrant**" means an individual, or Computer Application associated with Client, who or which has or requires access to the PKI Service.

"**Sponsorship Organisation**" means any client of eHealth Ontario who has been given the authority to sponsor its Representatives or Computer Applications for enrolment in one or more Sponsored Services.

2.   Provision of PKI Service and Plain Language Description

2.1   When requesting the PKI Service, Client should complete, sign and submit this Schedule. The provision of PKI Service to Client is subject to the terms and conditions of the Agreement including this Schedule.

2.2   eHealth Ontario may in its sole discretion modify or upgrade the infrastructure that eHealth Ontario uses to provide the PKI Service, from time to time.

2.3   Client hereby acknowledges obtaining from eHealth Ontario the plain language descriptions of the PKI Service and the safeguards implemented by eHealth Ontario to protect against unauthorised use and disclosure of and to protect the integrity of personal health information. The current copy of the plain language description is available at the eHealth Ontario website www.ehealthontario.on.ca. eHealth Ontario may amend the plain language description from time-to-time by posting a notice on the eHealth Ontario website at www.ehealthontario.on.ca, 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.   Services

3.1   **Certification Policy Manual**. The issuance and use of Certificates by the CA to Client is governed by the Certification Policy Manual and the terms and conditions of this Schedule and the Agreement.   In the event of an inconsistency between this Schedule and the Certification Policy Manual, the terms of the Certification Policy Manual will prevail to the extent of the inconsistency.

3.2   **Request**. Client may submit a request for a Certificate to the CA directly or through a Local Registration Authority. The information that the CA requires in order to evaluate a request for a Certificate (including a Certificate issued for testing purposes) is set out in the Certification Policy Manual.   Client agrees to include such information in any request for a Certificate.   To the extent that such information is considered to be Personal Information, Client is responsible for obtaining the necessary consents to the collection, use and disclosure of such information. Should Client become aware of any change to such information, Client will give written notice of that change to eHealth Ontario promptly and, in any event, within forty-eight (48) hours.

3.3   **Issuance**. The CA will evaluate each request for a Certificate received from Client for compliance with the Certification Policy Manual, this Schedule, and the Agreement.   If the issuance of the requested Certificate is appropriate given the Certification Policy Manual and the terms and conditions of this Schedule and the Agreement, the CA may issue the Certificate. Issuance of a Certificate is at the sole discretion of the CA and the CA retains the right to refuse to issue a Certificate to any applicant. Should the CA refuse to issue a Certificate to Client for any reason, the CA will give Client written notice of the CA's refusal, including notification of the reason for such refusal.

3.4   **Protection of Private Keys**. Client agrees to keep all Private Keys confidential and to take reasonable and secure steps to prevent any loss, disclosure, or unauthorised use or compromise of Private Keys. Client agrees to install technical and administrative controls over the use of Certificates and their associated Private Keys. Client agrees to immediately advise eHealth Ontario of a suspected or actual loss, inappropriate disclosure, or compromise of any Certificates and their associated Private Keys.

3.5   **Computer Application**. For each Certificate issued to a Computer Application, Client will designate one individual who is a representative of Client and who will act as the contact for that Certificate. The Computer Application and the designated representative of Client must be registered as a Registrant using the eHealth Ontario ONE ID service. Client may replace any such individual Registrant by giving prompt written notice of the replacement to eHealth Ontario which notice includes the replacement's contact information. Any such replacement must also be registered as a Registrant.

3.6   **Certificate Issued for Testing Purposes**. Client will ensure that any Certificate issued for testing purposes will be used by Client and any Developer solely for: (i) testing interoperability between an

application or system being developed by or for Client and eHealth Ontario's PKI Infrastructure; or (ii) only in a development and testing environment.

3.7 **Exporting/Copying Certificates**. Client agrees that any exporting or copying of the Certificates will only be within the infrastructure controlled by Client and on an as needed basis to meet technical requirements for any service for which the Certificate was issued.

3.8 **Root Certificate**. eHealth Ontario may issue Client a copy of the root Certificate containing the public key. Client will keep such copy of the root Certificate confidential and take reasonable and secure measures to prevent any loss, disclosure, unauthorised use, or compromise of such copy. Client will install technical and administrative controls over the use of the copy of the root Certificate. Client agrees to immediately advise eHealth Ontario of the suspected or actual loss, inappropriate disclosure, or compromise of the copy of the root Certificate.

3.9 **Certificate Revocation List**. Prior to using a Certificate, Client will check the Certificate Revocation List to verify that a Certificate issued by the CA to any Person and the associated digital signature has not been revoked by the CA.

3.10 **Revocation**. Notwithstanding anything to the contrary in the Agreement, should any of the following events occur, eHealth Ontario may, in its sole discretion, acting reasonably, immediately revoke any Certificate issued to Client, without prior written notice to Client and without an opportunity for Client to cure:

(i)   the compromise or suspected compromise of any Certificate;

(ii)   the compromise or suspected compromise of any Authentication Credential associated with the Certificate;

(iii)   the individual who has been designated by Client as the Registrant for a Certificate ceases to be a Registrant and is not replaced in accordance with section 3.5;

(iv)   any violation of the Certification Policy Manual by Client; and

(v)   any breach of this Schedule or the Agreement by Client.

If eHealth Ontario does not give Client prior written notice of any such revocation, eHealth Ontario will give Client written notice of the revocation promptly after it occurs. eHealth Ontario will also revoke a Certificate issued to Client upon the written request of Client.

4. Term and Termination

4.1 **Term**. This Schedule will be effective as of the Effective Date and will continue unless terminated in accordance with sections 4.2 or 4.3.

4.2 **Termination for Convenience**. Either party may in its sole discretion, without liability, cost or penalty, and without prejudice to any other rights or remedies under this Schedule or at law or in equity, terminate this Schedule at any time upon giving at least ninety (90) days written notice to the other party.

4.3 **Termination of Agreement**. This Schedule terminates automatically 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, should the Agreement expire or be terminated for any reason whatsoever.

4.4 **Effect of Termination**. Client acknowledges that upon termination of this Schedule all Certificates will be revoked.

4.5 **Survival**. In the event of any expiration or termination of this Schedule for any reason whatsoever, sections 4.4, 4.5, 5 and 6 will survive.

5. Disclaimer

eHealth Ontario disclaims:

(i) any representations, warranties or conditions with respect to or arising out of the PKI Service including those related to the accuracy, authenticity, reliability, completeness, currency, merchantable quality, or fitness for a particular purpose or any information contained in Certificates or otherwise compiled, published, or disseminated by or on behalf of the eHealth Ontario CA;

(ii) any representations, warranties or conditions related to the security provided by any cryptographic process implemented by the eHealth Ontario CA;

(iii) liability for any information contained in a Certificate;

(iv) any representations, warranties or conditions for non-repudiation of any message; and

(v) liability for any software or applications.

Further, eHealth Ontario assumes no liability for use of Certificates issued by other CAs, or for use of eHealth Ontario CA Certificates outside of the eHealth Ontario CA domain.

6. Limitations of Liability

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 amount set out in section 2.2.3 of the Certification Policy Manual. 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.

7. Entire Agreement

With the exception of the Agreement and any other document attached thereto (which this Schedule is subject 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.

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 PKI Services and acknowledging that eHealth Ontario's provision of such services and Clients' 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