

This document (this “**Schedule**”) is the Schedule for Services related to the ONE Mail Partnered Service (“**ONE Mail Partnered Services**”) 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 Partnered 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, capitalized terms in this Schedule have the same meanings as those assigned to them in the Agreement:

“**Client Content**” means all information, data, code or other materials that Client uploads, stores, transmits, receives or processes in connection with the ONE Mail Partnered Service or any other Services.

“**Client Mail System**” means an e-mail system operated by Client.

“**Client Support Services**” means technical and administrative support with respect to the ONE Mail Partnered Service to be provided by Client as set out in Exhibit “C”.

“**ONE Mail Partnered Service**” means the e-mail routing and encryption service services provided pursuant to this Schedule as described in section 2 and Exhibit “A”.

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

“**ONE Pages Directory**” means the directory of health care professionals associated with ONE Pages.

“**PKI Service Schedule**” means a Service Schedule between the parties relating to the issuance and use of certain credentials by Client, as further detailed in that Service Schedule,

### 2. Provision of ONE Mail Partnered Service and Plain Language Description

2.1. **Requesting the ONE Mail Partnered Service.** When requesting the ONE Mail Partnered Service, Client should complete, sign and submit this Schedule to eHealth Ontario. The provision of ONE Mail Partnered Service to Client is subject to the terms and conditions of the Agreement including this Schedule.

2.2. **Use of the ONE Mail Partnered Service.** Client acknowledges that the ONE Mail Partnered Service is 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 Partnered Service.

2.3. **Service Levels and Support.** The service levels that apply to eHealth Ontario’s provision of the ONE Mail Partnered Service are set out in Exhibit “A”. eHealth Ontario only provides support services for the ONE Mail Partnered Service to Client through its Authorized 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. **Network Services.** Client acknowledges that it must enter into a PKI Service Schedule with eHealth Ontario in order to receive the ONE Mail Partnered Service. If the PKI Service Schedule is terminated or suspended for any reason, eHealth Ontario may terminate or suspend the ONE Mail Partnered Service in accordance with section 7.4 below.

2.5. **Plain Language Description.** Client hereby acknowledges obtaining from eHealth Ontario the plain language descriptions of the ONE Mail Partnered 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 Services Description is available at the

eHealth Ontario website [www.ehealthontario.on.ca](http://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](http://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. 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 Partnered Service and that in every other respect Client is responsible for Client Content and for using the ONE Mail Partnered Service in compliance with Applicable Laws. For example, Client is responsible if Client Content is found to be illegal or to infringe upon a third party's intellectual property rights.
- 3.2. **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 the Client Mail System if such disclosure is required by any law applicable in the Province of Ontario, 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.
- 3.3. **Anti-virus and Anti-spam.** eHealth Ontario will attempt to filter e-mail messages sent to users of the ONE Mail Partnered Service 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 receiving e-mails sent to them.

### 4. Administration

- 4.1. **Contact.** Client's Authorized Representative is responsible for co-ordinating all matters relating to this Schedule.
- 4.2. **End User.** Client will provide to eHealth Ontario any information required to create a listing for each End User in the ONE Pages Directory in an electronic format reasonably satisfactory to eHealth Ontario. Client is responsible for providing eHealth Ontario with updates of such information, if any, at least twice per day unless eHealth Ontario and Client agree otherwise in writing. Client is solely responsible for obtaining the consent required to list any Personal Information of its End Users in the ONE Pages Directory.
- 4.3. **Proportionality.** Upon being informed of any violation of eHealth Ontario's Acceptable Use Policy by any End User, Client will:
  - (a) use reasonable efforts to mitigate the effect of that violation; and
  - (b) use reasonable efforts to prevent any further violation of eHealth Ontario's Acceptable Use Policy by that End User.

Also, if so requested by eHealth Ontario, Client will suspend that End User's account or accounts (if more than one) on the Client Mail System until eHealth Ontario is reasonably satisfied that such steps have been taken. If Client does not do so when requested, Client acknowledges that it is reasonable for eHealth Ontario to suspend the ONE Mail Partnered Service pursuant to section 7.2 of this Schedule.

### 5. Costs of the Services

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

**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.

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 the provision of the ONE Mail Partnered Service if it reasonably believes that there is an emergency or a circumstance that would warrant such action, including a the failure of Client to suspend End User accounts as set out in section 4.3 above.

7.4 **Termination.** eHealth Ontario may, at its sole discretion, immediately terminate or suspend the ONE Mail Partnered Service 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 PKI Service 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, 7.4 and 9.

**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 Partnered Service 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.

**9. Limitations of Liability**

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) \$250,000.00 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.

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

- (a) the operation of the ONE Mail Partnered Service 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 Partnered Service will always be effective; or
- (c) a person cannot compromise the security measures which eHealth Ontario has implemented in connection with the ONE Mail Partnered Service.

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 Partnered Service 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;
- (b) Exhibit “B”: One Mail Partnered Security Obligations; and
- (c) Exhibit “C”: Support Services

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 Partnered 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.**

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1. **ONE Mail Partnered Service**

- 1.1 **Description.** The ONE Mail Partnered Service is an e-mail routing and encryption service based on industry standard routing protocols (such as the Simple Mail Transfer Protocol (SMTP)) and practices. In accordance with such protocols and practices eHealth Ontario will enforce encryption when routing e-mails sent and received between eHealth Ontario's mail system and the Client Mail System. Emails sent to and from non-accredited email systems will be routed using encryption where possible.

Client will use the ONE Mail Partnered Service exclusively for routing all outgoing e-mail from the Client Mail System.

- 1.2 **Back-up.** eHealth Ontario is not responsible for backing up any e-mails present on any such server.

2. **ONE Pages**

- 2.1 **ONE Pages.** eHealth Ontario will provide Client with access to the directory via ONE Pages as part of the ONE Mail Partnered Service. The ONE Pages Directory is operated and maintained by eHealth Ontario, and eHealth Ontario is solely responsible for determining the format of the listings, which may change from time to time, in the ONE Pages Directory. eHealth Ontario does not represent, warrant or covenant that the listings in the ONE Pages Directory are complete or accurate.

- 2.2 **Listings.** For each End User of the ONE Mail Partnered Service, the following information may be listed in the ONE Pages Directory:

- (a) First name;
- (b) Last name;
- (c) Department (if applicable);
- (d) E-mail address; and
- (e) The name of the health care organization with which that user is affiliated.

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

- 2.3 **Consents.** To the extent that any such information to be included in the ONE Pages Directory may be Personal Information, Client is responsible for obtaining a consent to the inclusion of such information in the ONE Pages Directory and to the disclosure of such information to, and use by, the end users of other eHealth Ontario clients who receive an e-mail service like the ONE Mail Partnered Service from eHealth Ontario.

- 2.4 **Restricted Use of Directory.** Client agrees and will cause each End User not to use or disclose the information contained in the ONE Pages Directory for any purpose other than communicating with other ONE Mail users in a manner consistent with the terms and conditions of this Agreement.

- 2.5 **Accuracy.** Client represents, warrants and covenants that any information related to any End User provided to eHealth Ontario is 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 Pages Directory relating to any End User is incorrect and providing the correct information.

- 2.6 **Exclusion From Listings.** eHealth Ontario recognises that in certain exceptional circumstances End Users may need to remove their information from the ONE Pages Directory. An organisation may also choose to remove End Users from the ONE Pages 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 Pages Directory. The eHealth Ontario Service Desk can be contacted at the following email: [ServiceDesk@ehealthontario.on.ca](mailto:ServiceDesk@ehealthontario.on.ca) or phone number: 1-866-250-1554

- 2.7 **End User.** Client will provide to eHealth Ontario any information required to create a listing for each End User in the ONE Pages Directory in an electronic format acceptable to eHealth Ontario (acting reasonably). Client is responsible for providing updates to such information to eHealth Ontario in an

electronic format acceptable to eHealth Ontario (acting reasonably). Such updates will be provided at least once per week unless eHealth Ontario and Client agree otherwise in writing.

### 3. Personal Health Information

- 3.1 **Consent.** 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 Partnered Service to transmit that individual's Personal Information (as defined in the Agreement, this may include personal information and/or personal health information). Client acknowledges that it is Client's responsibility to comply with Applicable Laws and professional standards relating to the protection of Personal Information (including, when applicable, obtaining consents before using the ONE Mail Partnered Service to transmit such information), and Client will ensure that its End Users comply with the same.

### 4. Service Levels

- 4.1 **Compliance.** eHealth Ontario will provide the ONE Mail Partnered Service in accordance with the Service Levels Metrics set out in Attachment One to this Exhibit "A".
- 4.2 **Reporting.** eHealth Ontario may from time-to-time provide reports with respect to availability as set out in Attachment One to Exhibit "A". Such reports, if and when available, will be in such form and format eHealth Ontario deems appropriate at that time, and will be posted at: [www.eHealthOntario.on.ca](http://www.eHealthOntario.on.ca).
- 4.3 **Scheduled Maintenance.** Maintenance conducted during a Maintenance Window (as described in Exhibit "C" of this Schedule) is "**Scheduled Maintenance**". With respect to a specific instance of maintenance to be conducted outside the Maintenance Window, such instance will be Scheduled Maintenance if: (i) eHealth Ontario gives Client at least one (1) business day advance notice; or (ii) eHealth Ontario and Client agree in advance and in writing that that maintenance is Scheduled Maintenance. An outage of the ONE Mail Partnered Service or the degradation of the ONE Mail Partnered Service that occurs during Scheduled Maintenance will not be taken into account when determining whether or not any Service Level has been met.

Description	Service Level Target	Measurement Criteria/Calculation
Availability	Availability ≥ 99%	“ <b>Availability</b> ” means with respect to each month, the amount of time during that month when the comprehensive suite of services used in the delivery of ONE Mail are available. (excluding planned outages)

### 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 Equipment” means any equipment or software in the possession or control of Client that Client uses in conjunction with the ONE Mail Partnered Service.
- (b) “Client Network” means any network(s) operated or controlled by Client.
- (c) “ONE Network” means the managed private network operated by eHealth Ontario.

### 2. Client Safeguards

2.1 **Client Data.** Client is responsible for determining whether any materials it wishes to transmit using the ONE Mail Partnered Service 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 Partnered Service.

2.2 **Access Control.** Client will use organizational, administrative, physical and technical means to protect any user identifications, passwords, secure tokens or other authentication credentials assigned to Client or the Client’s End Users that enable them to connect to the ONE Network or obtain services over the ONE Network.

2.3 **Client Network Security.** Client will implement and regularly up-date reasonable anti-virus and anti-spam software on the Client Equipment and the Client Network.

### 3. Client Equipment

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

### 4. Incident Response and Reporting

4.1 **Program.** 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 Partnered Service of which they are aware to the Client’s Authorized Representative who will report them to the help desk from which Client receives technical support. 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 **Notification:** Should Client experience a Privacy Breach with respect to ONE Mail Partnered Service, or ONE Pages, the Authorized Representative (or his or her designate) will immediately notify eHealth Ontario Service Desk and provide all information that Client is reasonably able to provide with respect to that Privacy Breach and reasonable assistance 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, Client will provide to eHealth Ontario evidence of its compliance with all or part of the above security measures.

### 6. Corrective Action

In the provision of the ONE Mail Partnered Service to Client, eHealth Ontario has the right to take any corrective actions or steps (related to the ONE Mail Partnered Service or the ONE Network) 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 of the ONE Mail Partnered Service. When exercising its rights under this subsection, eHealth Ontario will respond in a manner that is proportional to the severity of the actual or potential threat or security concern.

## Support Services

### 1.0 DEFINITIONS

1.1 In this Exhibit, the following definitions apply:

“Incident” means a Service Interruption or a Service Request.

“Level 1 Support” means a function that serves as the first point of contact for End Users needing assistance and is provided by the Client’s personnel; The Client’s Level 1 Support team will ensure that only those Incidents reasonably determined by it to be eHealth Ontario-related will be referred to eHealth Ontario.

“Level 2 Support” means a function which manages, investigates, and uses commercially reasonable efforts to resolve eHealth Ontario-related Incidents that are referred to the eHealth Ontario Service Desk by Level 1 Support.

“Service Interruption” means an event which deviates from the expected operation of a Service, due to factors including but not necessarily limited to: faults in the environment in which the Service operates, usage errors, functionality deficiencies or misunderstandings, and slow response time.

“Service Request” means a request to perform specifically-defined support functions, for Services, such as providing information.

### 2.0 SUPPORT SERVICE DESCRIPTION

2.1 **Level 2 Support.** eHealth Ontario will provide Client with Level 2 Support for the Service(s) provisioned by eHealth Ontario in accordance with the Agreement including the Schedule.

2.2 **eHealth Ontario Service Desk.** The eHealth Ontario Service Desk will be primarily responsible for providing Level 2 Support. Each Incident referred to the eHealth Ontario Service Desk by Level 1 Support will be managed from receipt through investigation and resolution or closure to ensure security, accountability and responsiveness to Client. At its own discretion, the eHealth Ontario Service Desk will engage other eHealth Ontario Representatives to address Incidents that are beyond the scope or capabilities of the eHealth Ontario Service Desk.

2.3 **Requests for Additional Information.** Should the eHealth Ontario Service Desk or any eHealth Ontario Representative require additional information or action pertaining to an Incident, Client’s Level 1 Support will be notified by telephone, voicemail, or email. Client recognises that a delay in responding to the eHealth Ontario Service Desk or other eHealth Ontario Representatives may result in a failure or delay by eHealth Ontario in addressing such Incident. The specified availability of any Services and any Service Levels, dates or time periods relevant to the performance of the Services by eHealth Ontario or its Representatives will be appropriately modified or extended, as the case may be, to account for any such delays.

2.4 **Resolution.** Client accepts that the resolution of an Incident may not be possible or commercially reasonable. In each such instance eHealth Ontario will work with Client and eHealth Ontario’s Suppliers to try to minimize the impact of any such Incident and prevent recurrences, and the Incident will be deemed unresolvable or closed.

For incidents deemed by eHealth Ontario as resolved without participation of the Level 1 Support team, the eHealth Ontario Service Desk will notify the Client’s Level 1 Support team, via the contact information provided by the client. If the Level 1 Support team, acting reasonably, does not accept the resolution, it can re-open the existing ticket within 15 days of notice by contacting the eHealth Ontario Service Desk. If

so reopened, eHealth Ontario will use commercially reasonable efforts to resolve that Incident; provided that, eHealth Ontario reserves the right, acting reasonably, to declare that Incident unresolvable or closed.

For incidents requiring the participation of the Level 1 Support team, the eHealth Ontario Service Desk will attempt to contact the Level 1 Support team via the contact information provided by the client. Should the Level 1 Support team not respond to the first notice within a reasonable time frame, the eHealth Ontario Service Desk will resend the notice. If, after 3 attempts, the Level 1 Support team does not respond, or upon receipt of acceptance, the Incident will be deemed closed. If the Level 1 Support team, acting reasonably, does not accept the resolution, it can re-open the existing ticket within 15 days of notice by contacting the eHealth Ontario Service Desk. eHealth Ontario will use commercially reasonable efforts to resolve that Incident; provided that, eHealth Ontario reserves the right, acting reasonably, to declare that Incident unresolvable or closed.

2.5 **Escalation.** Escalation of Incidents referred to the eHealth Ontario Service Desk will be handled in accordance with eHealth Ontario’s standard incident management practices unless eHealth Ontario and Client agree otherwise in writing.

### 3.0 SERVICE LEVEL METRICS

3.1 **Incident Prioritization.** Incidents referred to the eHealth Ontario Service Desk will be processed in priority sequence, with some allowance, at the eHealth Ontario Service Desk’s sole discretion, for the importance and urgency specified by Level 1 Support.

Priority Level	Description & Service Level Agreement
P1 Critical 7/24 Support	Critical Application down or degraded to the point where unusable
P2 High 7/24 Support	Critical Application degraded but still usable
P3 Medium Business Hours Support Mon.-Fri. 8 AM- 8 PM	Critical Application not accessible for <5 users
P4 Low Business Hours Support Mon.- Fri. 8 AM – 8 PM	Non Critical Application not accessible for < 5 users

#### 4.0 CLIENT OBLIGATIONS

- 4.1 **Level 1 Support.** Client is solely responsible for providing Level 1 Support to its End Users. Client, at its sole discretion, may determine how its Level 1 Support personnel are organizationally structured and may devise its own names for Level 1 Support roles. Furthermore, Client will have the right, at its sole discretion, to subcontract third parties for the performance of all or any part of such Level 1 Support. Notwithstanding the foregoing, Client acknowledges and agrees that Level 2 Support procedures, policies, and information requirements established by eHealth Ontario will have an influence on Level 1 Support and that eHealth Ontario and Client will work together to ensure that the interactions between Level 1 Support and Level 2 Support operate as effectively and efficiently as is reasonably practical. Without limiting the generality of the foregoing, Client acknowledges and agrees that the personnel responsible for Level 1 Support will abide by the incident referral and resolution procedures and templates devised by eHealth Ontario Level 2 Support and communicated to Level 1 Support from time to time.
- 4.2 **Level 1 Support Responsibilities.** Pursuant to section 4.1 above, Client’s Level 1 Support will include the following responsibilities:
- (a) Handling communication with End Users of Client, including but not necessarily limited to: forwarding notices of planned and unplanned Service Interruptions.
  - (b) Resolving Service Interruptions using established resolution procedures and tools which may be provided by eHealth Ontario’s Level 2 Support from time to time.
  - (c) When Level 1 Support is unable to resolve a Service Interruption, after employing reasonable efforts to determine whether the Service Interruption is eHealth Ontario-related, Level 1 Support will document all relevant facts, and forward the details to the appropriate provider of Level 2 Support as designated by eHealth Ontario, which may or may not be the EHealth Ontario Service Desk depending on the nature of the problem.
  - (d) Assisting Level 2 Support with the resolution of Service Interruptions, including but not necessarily limited to, conducting on-site diagnostics tests and configuration changes.
  - (e) Facilitating submission of Service Requests from End Users of Client to the eHealth Ontario Service Desk.
  - (f) Providing local technical support for workstations, local area network, and other on-site equipment, including but not necessarily limited to equipment installed on the site by eHealth Ontario.
  - (g) Recording, tracking and communicating resolution of all Incidents reported by End Users of Client including those that were referred to eHealth Ontario’s Level 2 Support.
- 4.3 **Level 1 Support Contacts.** eHealth Ontario will provide to Client a contact list template otherwise known as a Contact Matrix Document. The Contact Matrix Document must be kept current by Client and an updated Contact Matrix Document must be provided to the eHealth Service Desk whenever any changes to contact information are made by Client. Failure to provide an updated Contact Matrix Document may result in eHealth Ontario not being able to fulfill its obligations.

#### 5.0 CONFIDENTIALITY AND PRIVACY.

Client will obtain the necessary consents of the applicable End User of Client prior to releasing any Personal Information to eHealth Ontario in the course of referring or resolving an Incident.

**6.0 MAINTENANCE WINDOW.**

6.1 Scheduled Maintenance. When possible, any maintenance of eHealth Ontario's technology infrastructure will be conducted at the times set out below (the “Maintenance Window”):

<b>Day of the Week</b>	<b>Hours</b>
Sunday	Between 0000 hours and 0600 hours local time in Toronto (12:00 a.m. and 6:00 a.m.)

Maintenance conducted during a Maintenance Window is "Scheduled Maintenance". With respect to a specific instance of maintenance to be conducted outside the Maintenance Window, such instance will be Scheduled Maintenance if: (i) eHealth Ontario gives Client at least two business days advance notice or (ii) eHealth Ontario and Client agree in advance that that maintenance is Scheduled Maintenance. An outage of any Service or the degradation of any Service that occurs during Scheduled Maintenance will not be taken into account when determining whether or not any Service Level has been met.

6.2 Exceptions to Schedule Maintenance. Notwithstanding section 6.1, for any period during which there is a public health emergency in the Province of Ontario that is acknowledged publicly as such by Client, eHealth Ontario will use its best efforts to coordinate any maintenance to the technology infrastructure that may affect the Services being provided to Client.