

MASTER CONSULTING AGREEMENT

MEMORANDUM OF AGREEMENT made as of the 11th day of May, A. D. 2020.

BETWEEN:

Wheatland County, Alberta
(hereinafter called "WC" or "Customer")

OF THE FIRST PART

- and -

MRF GEOSYSTEMS CORPORATION, a body corporate with an
office in The City of Calgary, in the Province of Alberta,

(hereinafter called "the Consultant" or "MRF")

OF THE SECOND PART

WHEREAS:

- (A) The parties wish to provide the general terms and conditions under which the Consultant will, from time to time, provide goods or perform services for WC;
- (B) This Agreement will control and govern all goods provided and services performed by the Consultant for WC during the term hereof.

NOW, THEREFORE, the Parties to this Agreement, in consideration of the mutual promises hereinafter contained, AGREE AS FOLLOWS:

1. DEFINITIONS

In this Agreement the following words and terms have the following respective meanings:

"Agreement" means the terms and conditions herein, together with all Statements of Work(s) which are attached or related.

"Deliverable" or "Deliverables" means any information or materials developed for or otherwise provided by the Consultant to WC under this Agreement and Statement of Work.

"Intellectual Property" means any and all intellectual and industrial property including software, compilations of data and computer databases (whether or not protected by copyright), specifications, designs and industrial designs, confidential information, trade secrets, works of authorship, inventions and improvements, and systematic methods, techniques and approaches.

"Intellectual Property Rights" includes all intellectual and industrial property rights and rights of a similar nature in and to Intellectual Property including all rights to copyrights, trade-marks, publicity rights, personality rights, moral rights, patents, inventions, discoveries, industrial designs, design rights, trade secrets and information of a confidential nature and all applications, registrations, renewals and extensions pertaining to the foregoing.

"Key Personnel" means the employees or contractors of the Consultant identified in the Agreement.

"Purchase Order" means a purchase order issued and authorized by WC.

2. WC appoints the GIS Coordinator or such other person as WC may from time to time designate in writing, as its authorized representative to communicate with the Consultant under this Agreement.
3. The Consultant appoints the President of MRF, or such other person as the Consultant may from time to time designate in writing, as its authorized representative to communicate with WC under this Agreement.
4. The consideration payable to the Consultant by WC, exclusive of Goods and Services Tax for the proper performance and provision of the Services presented in this Agreement shall be the maximum sum of **(\$278,790.00)** excluding GST, as set out in Schedule "A" attached hereto.
5. The Consultant will issue invoices as per Schedule "A" attached hereto, to WC for the term of the contract. WC will pay the invoice(s) within thirty (30) days of receipt of the invoice.
6. WC may withhold a portion of any fees and expenses that WC, acting reasonable, disputes in good faith; only the portion disputed may be withheld, the balance shall be paid in accordance with the usual terms of this Agreement. WC will provide in writing a reasonably detailed explanation of WC's reason for withholding any payment, and payment disputes will be subject to the dispute resolution procedures set forth in this Agreement. Payment disputes will not affect the Consultant's obligations to provide the services or goods as agreement and to provide in accordance with the Schedule "A" and any other of the Consultant's obligations under this Agreement.

7. RESOURCES

- 7.1 Any individual named and identified as Key Personnel in the applicable the Agreement may be considered essential for the services to be performed under this Agreement, and accordingly:
 - (a) if the Consultant is contemplating or proposing replacing any of the Consultant's Key Personnel with another individual it will provide reasonable notice to WC and submit detailed justifications together with the *curriculum vitae* of the proposed replacement to permit evaluation by WC of the impact which such replacement would have on the Agreement;
 - (b) no personnel replacement will be made by the Consultant without the prior written consent of WC; and
 - (c) all costs associated with the training of the replacement personnel will be at the sole cost of the Consultant.
- 7.2 The Consultant shall have the right to subcontract trained and certified consultants to perform services pursuant to this Agreement with WC's consent, which shall not be unreasonably withheld, provided the subcontractor is subject to WC's Non-Disclosure Agreement and the obligations herein.
- 7.3 WC may request removal of any employee, consultant or sub-contractor of the Consultant at any time on ten (10) business day's prior written notice to the Consultant and agrees to pay the Consultant for the employee, consultant or sub-contractor through the ten (10) day notice period for any scheduled time in the notice period. In the event of material misconduct by an employee, consultant or sub-contractor that would constitute cause for dismissal in a situation of employment, the requirement for prior notice will not apply.
- 7.4 Neither party shall solicit for employment nor directly or indirectly induce the termination of employment of any of each other's personnel during the term of such employees' assignment to or

work on this Agreement and for the period of twelve (12) months following termination of assignment of each such employee. For the sake of clarification, the foregoing restrictions shall not apply if an employee of one party seeks employment with the other as a result of a response to a general solicitation (newspaper, trade journal, website, other advertisement or job fair).

8. CONFIDENTIALITY

- 8.1 "Confidential Information" means the terms of this Agreement; all information provided either orally or in writing which a reasonable man would know to be confidential; any matters relating to the business of WC or the Consultant which may become known to it by reason of its services; any provided software, related documentation or related performance test results derived by WC; any methods, concepts or processes utilized in provided software or related documentation.
- 8.2 Confidential Information shall remain the sole property of the disclosing party and all such Confidential Information will be kept confidential by the receiving party, except to the extent that such information is reasonably required to be divulged to its employee's (and contractor's bound by obligations of confidentiality at least as restrictive as those set forth herein) to perform this Agreement. The parties agree to protect the Confidential Information of the other in the same manner it protects the confidentiality of similar information and data of its own (and at all times exercising at least a reasonable degree of care).
- 8.3 Items will not be deemed Confidential Information if (i) available to the public other than by a breach of an agreement with the Consultant, (ii) rightfully received from a third party not in breach of any obligation of confidentiality, (iii) independently developed by one party without use of the Confidential Information of the other; (iv) known to the recipient at the time of disclosure (other than under a separate confidentiality obligation); or (v) produced in compliance with applicable law or court order, provided the other party is given reasonable notice of the same. Both parties agree to indemnify the other for any damages the other may sustain resulting from their unauthorized use and/or disclosure of the other's Confidential Information. Such damages shall include reasonable expenses incurred in seeking both legal and equitable remedies.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 "Materials" does not include concepts, processes, methodologies, techniques, ideas or know-how (collectively, "Know-How") developed or acquired by Consultant in the performance of the Services. Nothing in this Agreement shall prohibit or restrict Consultant from freely using for itself or for its clients, its Know-How acquired during the course of providing any services or work to WC, so long as Consultant does not infringe any intellectual property right of WC or breach its confidentiality obligations in this Agreement.
- 9.2 The Consultant covenants that to the best of their knowledge all services or Materials or both, provided or to be provided by the Consultant do not infringe any Intellectual Property Right in Canada or elsewhere with respect to or in connection with the intended use of the services or Materials or both by WC.
- 9.3 The Consultant agrees to indemnify WC from and against any loss, damage or liability for the infringement of any Intellectual Property Right by WC arising from or in connection with the services or Materials or both. The Consultant agrees it will defend, at its sole expense, any and all claims brought against WC for Intellectual Property infringement.

10. INDEPENDENT CONTRACTOR

- 10.1 The Consultant agrees and acknowledges that this Agreement does not create a relationship of master and servant between WC and the Consultant and the Consultant will not, except as may be expressly set out in this Agreement, be subject to the control of WC so far as the manner or method by which it performs the services under this Agreement. The Consultant will for all purposes be an independent contractor.
- 10.2 The Consultant agrees that no benefits normally provided to employees of WC will apply and no deductions will be made for Alberta Health Care, Alberta Blue Cross, Sickness and Accident Benefits, Long Term Disability, Group Life Insurance, MEBAC Dental Plan or Local Authorities Pension Plan and further that no deductions will be made for Income Tax, Canada Pension Plan and Employment Insurance. The Consultant will ensure that each of its representatives involved in providing the services under this Agreement is aware of and understands this provision.
- 10.3 The Consultant is responsible for paying all taxes, rates, assessments and premiums as may be required to be paid by the Consultant or on behalf of its representatives by reason of this Agreement, by any federal, provincial or municipal law, and the Consultant will indemnify and save harmless WC there from.
- 10.4 In compliance with Part XIII and Regulation 105 of the Canada Income Tax Act and articles under International Tax Conventions, WC is required to withhold source deductions from all taxable payments made to non-residents. Canada Revenue Agency and Tax Treaties between governments specify the percentage withheld. Annual T4A-NR or NR4 slips will be issued to non-residents for total amounts withheld to be used as foreign tax credits under their participating country's income tax provisions.

11. INSURANCE

- 11.1 The Consultant will, during the term of this Agreement and at its own expense, maintain with Insurers allowed by the laws of the Province of Alberta to issue an insurance policy in Alberta, and in a form satisfactory to WC Solicitor and General Counsel the following insurance policies:
 - (a) a Commercial General Liability insurance policy for bodily injury (including death) and property damage in an amount of not less than FIVE MILLION DOLLARS (\$5,000,000.00) inclusive limit for any one occurrence and such policy must include:
 - (i) WC named as an Additional Insured;
 - (ii) Cross Liability Clause;
 - (iii) Broad-Form Contractual Liability coverage;
 - (iv) Non-Owned Automobile Liability Clause;
 - (v) Products & Completed Operations coverage;
 - (b) If applicable, an appropriate Professional Liability/Errors or Omissions Liability insurance policy in an amount of not less than TWO MILLION DOLLARS (\$2,000,000.00) and such insurance shall remain in operation for at least twelve (12) months after completion of this Agreement.

The said insurance policies should include a provision for WC Solicitor to be given thirty (30) days written notice prior to cancellation and thirty (30) days written notice prior to any material change of said insurance policies requested by the Consultant.

If required by WC, the Consultant will furnish documentary evidence satisfactory to WC Solicitor of such insurance and of the renewal or continuance thereof within ten (10) business days following any expiry date(s).

The Consultant and not WC is responsible for any deductible that may apply in any of the said insurance policies.

12. INDEMNITY AND LIMITATION OF LIABILITY

- 12.1 The Consultant agrees to be responsible for its own actions. The Consultant agrees to indemnify and hold harmless WC and all its employees and authorized representatives from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, legal fees, costs and expenses of whatsoever kind or nature, including loss caused by a software virus, whether arising before, during or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any wrongful act, omission, fault or negligence whether active or passive of the Consultant or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this Agreement.
- 12.2 Notwithstanding Section 12.1 and except for a breach of confidentiality covered by Section 8. and Intellectual Property indemnity covered by Section 9., the Consultant's liability for damages arising out of, relating to or in any way connected with the relationship of the parties, this Agreement or the provision of the services, shall not exceed TWO MILLION (\$2,000,000) DOLLARS.
- 12.3 In no event shall either the Consultant or WC be liable for indirect, incidental or consequential damages due to lost profits, data or goodwill in connection with or arising out of or under the Agreement or the services provided by the Consultant under the terms of the Agreement.

13. TERMINATION

- 13.1 WC may terminate this Agreement upon ten (10) days notice in writing to the Consultant. If WC gives any notice under this Section:
- (a) all Materials prepared up to and including the effective date of the termination is the property of WC and shall be delivered to WC; and
 - (b) WC will pay the Consultant for the services performed by the Consultant up to the effective date of the termination.
 - (c) WC will pay the Consultant the annual fees for the three year term of this contract.
- 13.2 This Agreement may be terminated by WC immediately, to be confirmed within five (5) days by WC in writing, in the event of a material breach of this Agreement or other material act of default or misconduct including but not limited to, negligence, poor performance or misrepresentation of skills. WC will pay the Consultant for the services performed and related expenses up to the effective date of the termination.
- 13.3 This Agreement may be terminated by MRF upon ten (10) days notice in writing to WC. If MRF gives any notice under this Section:
- (a) all Materials prepared up to and including the effective date of the termination is the property of WC and shall be delivered to WC.

14. GENERAL CLAUSES

- 14.1 This Agreement is subject to the *Freedom of Information Protection of Privacy Act* (Alberta). All documents submitted to WC are subject to the protection and disclosure provisions of the *Freedom of Information and Protection of Privacy Act* (Alberta) as amended from time to time. While this Act allows persons a right of access to records in WC's custody or control, it also prohibits WC from disclosing personal or business information where disclosure would be harmful to business interests or would be an unreasonable invasion of person privacy as defined in Section 16 and 17 of the Act.

The Consultant should identify appropriate parts of any proposal or submission as confidential, since this will clearly establish its expectations toward the document, both to WC as a public body and to the Information and Privacy Commissioner in any review of or refusal of access. WC, however, may not be able to meet these expectations in every instance.

- 14.2 The Consultant will comply with all federal, provincial, municipal bylaws, rules, orders or regulations, as amended from time to time, relevant to the Consultant's obligations herein, including, but not limited to the following:

- (a) *Workers' Compensation Act* (Alberta)
 - (i) Where applicable, the Consultant shall ensure compliance with the requirements of the *Workers' Compensation Act* (Alberta) and all applicable regulations thereunder. Where applicable, the Consultant will maintain an account in good standing with the Workers' Compensation Board (WCB) and provide verification from the WCB that the Consultant has an account in good standing with the WCB at the beginning and at any time during the performance of this Agreement. WC may, notwithstanding any other provision of this Agreement, refuse to make a final payment to the Consultant unless the Consultant furnishes a letter or other evidence from the WCB that the Consultant's account with the WCB is in good standing.
 - (ii) Notwithstanding the foregoing, all worker's compensation claims by the subcontractors employed by the Consultant will be the sole responsibility of the Consultant, and the Consultant specifically agrees that it will indemnify and hold harmless WC from such claims.
 - (b) *Labour Relations Code* (Alberta);
 - (c) *Occupational Health and Safety Act* (Alberta);
 - (d) *Environmental Protection and Enhancement Act* (Alberta);
- and the regulations thereunder.

- 14.3 The Consultant represents that it is fully experienced and properly qualified to perform the work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such work. The Consultant will perform all work in accordance with its own methods subject to compliance with this Agreement and in accordance with generally accepted professional standards.
- 14.4 The Consultant shall keep proper records of account for the services rendered and these records of account shall be open for inspection by WC upon reasonable request during normal business hours at WC. Such records shall be retained for two (2) years following the completion of the services.
- 14.5 The Consultant will not, without the written consent of WC, which consent WC may in its discretion withhold, assign the benefit of or delegate its obligations under this Agreement in whole or in part.
- 14.6 This Agreement embodies the entire Agreement between the Consultant and WC. No additional changes, amendments or modifications of any of the terms or conditions of the Agreement are valid unless reduced to writing and signed by both parties.

- 14.7 This Agreement will enure to the benefit of and be binding upon the parties hereto, their heirs, executors, successors and assigns.
- 14.8 This Agreement will be subject to and construed in accordance with the laws in force in the Province of Alberta.
- 14.9 No action at law or in equity shall be commenced or continued on any matter arising out of or connected with this Agreement in any court other than a court of competent jurisdiction in the Province of Alberta or on appeal to the Supreme Court of Canada from the appropriate court of the Province of Alberta.
- 14.10 Any dispute between the parties hereto as to the interpretation of, subject matter of, or in any way related to, this Agreement is to be resolved by the parties attempting to reach a fair and equitable resolution by using, in good faith, one or more of the following means, in the order listed, until a resolution is arrived at. The means to be used are:
- (a) negotiation;
 - (b) mediation;
 - (c) arbitration; or
 - (d) legal proceedings in a court of competent jurisdiction.

Except for the purposes of preserving a limitation period or obtaining an appropriate interim order or remedy where reasonably necessary, unless otherwise agreed to in writing by the parties, a condition precedent to the bringing of any legal proceedings is that the means or procedures in this clause have been used and followed in good faith. With respect to mediation, unless otherwise agreed to in writing, mediation will be in accordance with the procedures of the ADR Institute of Canada (hereinafter sometimes referred to as the "Institute"), using as mediator a third party neutral person, either mutually agreed to by the parties, or if the parties are unable to agree as selected by the Institute. With respect to arbitration, unless otherwise agreed to in writing by both parties, arbitration is to be by way of a single arbitrator pursuant to the *Arbitration Act* of Alberta, in accordance with the rules of the Institute.

- 14.11 Any Articles or Section which by their sense or context are meant to survive the termination or expiration of this Agreement shall so survive, including but not limited to Section 8. (Confidentiality), Section 9. (Intellectual Property Rights), Section 12. (Indemnification and Limitation of Liability), and Section 14.4 (Records).
- 14.12 In the event that any section of this Agreement for any reason whatsoever is acknowledged by the parties hereto, or is adjudged by a Court of competent jurisdiction, or is held or rendered by a competent Government authority to be invalid, illegal or unenforceable, such term or provision will be severed from the remainder of the terms and provisions of this Agreement and deemed never to have been part of this Agreement and the remainder of the terms and provisions of this Agreement will subsist and remain in full force and effect unless the basic purposes of this Agreement would thereby be defeated.
- 14.13 If either party desires to give notice to the other party under or in connection with this Agreement, such notice shall be given in writing and not unreasonably withheld or delayed.

Notice shall be given as follows:

- (a) by WC to the Consultant if the same is delivered or sent by postage prepaid mail to the Consultant at the following location, address, or number:

MRF Geosystems Corporation
Suite 200, 625-14th Street N.W.
Calgary, Alberta T2N 2A1

Attention: Gary Zhang

Fax: (403) 216-5518

or sent by facsimile to the Consultant at the fax number shown above.

- (b) by the Consultant to WC if delivered or sent by postage prepaid mail to WC at the following location, address, or number:

Cory Adamson
Manager, IT Services
Cory.Adamson@wheatlandcounty.ca
 Wheatland County
 242006 Rg. Rd. 243
 Highway 1 RR 1
 Strathmore, Alberta
 T1P 1J6

Either party may change its address for notices by giving written notice as herein provided. A notice which is mailed shall be considered as having been given five (5) days after mailing, except in the event of a disruption of postal services, in which event the date of actual receipt by the addressee shall govern.

15. SERVICES TO BE PROVIDED

- 15.1 The Consultant shall provide or perform the services as specified in the following documents which make up the Contract between the parties (hereinafter together called the "Contract Documents"):

In the event of inconsistency or conflict between the provisions of any of the Contract Documents priority and precedence will be given by the following order or means:

- (a) Order of precedence as follows:

- (i) This Agreement;
- (ii) Any Letters of Clarification agreed to in chronological order with the most recent having highest precedence;
- (iii) MRF's proposal to WC on Mat 8, 2020: "MRF Wheatland AVL and GIS v8 - Subscription Model - PW Only"
- (iv) Schedule B
- (v) All other Contract Documents

or if the above order is not sufficient to resolve the inconsistency or conflict, then the following means may be used in the order listed:

- (b) the most recent provision; or
- (c) the most specific provision.

In addition and in any event the parties will endeavor to interpret the Contract Documents, both individually and collectively, so as to give effect to the intentions of the parties and the carrying out of the Project in a timely, effective, and cost effective manner.

15.2 Change Procedures

- (a) WC may modify the scope of this contract, at any time during the term of this Agreement. If such modifications would require the Consultant to provide services materially in excess of the contract or in addition to its obligations under this Agreement, or extend the time needed to complete the contract, the parties shall comply with the following procedures:
- (i) WC will submit to the Consultant a written request for any change ("Change Request"); and
 - (ii) As soon as reasonably possible, the Consultant will provide WC with a written statement offering to perform consistent with the Change Request. The Consultant's statement will include detailed information as to:
 - (I) the availability of the Consultant's personnel and resources; and
 - (II) the impact, if any, on any one or more of: the completion of the contract, the delivery of any deliverable items, and the cost of the contract.
- (b) If WC decides to implement the Change Request, WC shall provide written authorization to the Consultant evidenced by a properly authorized and executed contract extension or Change Request to proceed with such Change Request upon the terms set forth therein or as modified by WC in its response pursuant to Section 15.2(a).

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

Wheatland County, Alberta

Per: _____

MRF GEOSYSTEMS CORPORATION



Per: _____

Gary Zhang

I have the authority to bind the company

SCHEDULE A

The Consultant will share with WC staff the technical details such as the setup of the modems and hardware settings.

WC will own the GIS data set and be able to load GIS data into the Consultant's system or extract the data from the Consultant's system and export the data out.

WC commits to a four-year term for this contract.

It is expected that the system will be operational on July 1, 2020.

Onetime Cost Summary:

Onetime cost:

Task	Price	Comment
On-site training (1 day).	1,500	
Grader mounts	4,750	Could be ordered by County.
Total	6,250	GST not included.

Annual cost:

Task	Price	Comment
AVL Modems + Data Plan + Installation + Warranty	30,555	4-year term.
MRF Web and Hosting	37,580	4-year term.
Total	68,135	

Payment Schedule

Date	Payment Amount (Does not include GST)
On contract signing	\$6,250
July 1, 2020	\$34,067.50
January 1, 2021	\$68,135
January 1, 2022	\$68,135
January 1, 2023	\$68,135
January 1, 2024	\$34,067.50
Total	\$278,790

SCHEDULE B: MRF Answers to County Questions

Business sustainment model:

What is your business sustainment model for the future?

- MRF has a strong municipal client base which provides about 60% of its annual revenue through long term (three to four years) software licensing and contracted services.
- MRF has large customers who have signed Master Consulting Agreements with MRF which provides stable work load to MRF. Some of these customers include AltaLink, Trans Mountain Pipeline Expansion, Greater Toronto Airports Authority, Los Angeles Unified School District, Plains Midstream Canada, etc.
- MRF invests about \$1 million each year on research and development. MRF's technology leadership makes MRF to be very competitive and helps MRF gain more customers.
- MRF's business model is to invest in key modules which could be customized and integrated into many customers' IT environments.

What obligations, contractually would a buyer be responsible for in maintaining service for Wheatland County long term, in the event of an acquisition of MRF and it's assets?

- A buyer would honour all the terms and conditions for all the contracts MRF has signed. When one MRF shareholder exits from MRF operations, MRF will have a proper transition period so that there is no interruption of service to the MRF customers.

What would the steps and reassurance be for Wheatland County in service continuity or transition in the event MRF enters receivership?

- MRF has been profitable every year in the last 28 years. Sometimes, MRF's financial statements may show a loss for tax optimization purposes, in reality, MRF is profitable each year.
- In case MRF enters into receivership, MRF can provide a license of its source codes to County so that County can maintain the products or use a third party to maintain the MRF products for County.

Release & change management process and operational support model / KPIs and service levels?

- MRF usually issues a major release each year.
- Changes for a project are managed following best industry practice:
 - If a client introduces a change, MRF provides a revised cost and revised schedule. Once the client approves it, MRF follows the revised cost and the revised schedule.
 - If MRF introduces a change, MRF provides a justification/explanation, a revised cost and a revised schedule. Once the client approves it, MRF follows the revised cost and the revised schedule.
- Key Performance Indicators: Appendix C shows a customer satisfaction survey conducted by Dunn & Bradstreet. MRF has excellent Client Retention Rate. In the last three years, MRF's

customer base has grown every year. Appendix D shows MRF's service level agreement. MRF GIS website has an average uptime of 99.9%.

Liability insurance coverage

- MRF has \$5 million commercial general liability and \$2 million professional liability coverage.

Integration capabilities

- ESRI, Laserfiche, Microsoft Dynamics GP
- MRF has done integration with ESRI, Microsoft Dynamics GP. MRF has done integration with FileNET, Documentum, and Hummingbird document/content management systems. MRF expects the integration with Laserfiche to be similar to the above-mentioned document /content management systems.

Contract cancellation clause

- We understand you wish us to sign a 4 year contract, which is fine, but we need to ensure we understand that there should be caveats to this including missed services levels or service objectives or force majeure, that we have the ability to cancel our contract upon reasonable notice without penalty on service and software.
- MRF accepts this arrangement.

What is your current product roadmap in staying valid in the changing technological advancements?

MRF's solution is a scalable HTML 5 based platform that uses a flexible plug-in structure. It can be upgraded to any future web-based technology when needed. As long as the technology trend does not move away from web-based solutions, MRF's platform will remain compatible with future technologies.

What is your information & security posture?

- Encryption

MRF uses https for all internet transfer and encrypts password stored on the server. Other information can be encrypted upon request.

- Two Factor Authentication
-

Two Factor Authentication can be supported upon request. By default, MRF does not use two factor authentication.

- Server hosting / hosting locations
-

MRF hosts websites on Amazon Cloud. Websites can be hosted locally in Calgary Data Hive centre upon request.

- Client data ownership
- Transition in and out of MRF (data migration)

MRF provides data transition in and out of MRF upon request. Data is usually transferred through Dropbox. MRF can use any method to transfer upon request.

- API access

MRF provides API access upon request.

- Backup & Restore – able to meet Wheatland's RTO / RPOs

If hosted in Amazon, MRF uses Amazon snapshot. If hosted in Data Hive centre, MRF runs back procedures daily on the database and document files. MRF can restore a website within 24 hours.

Appendix C. MRF Customer Survey

MRF has an excellent track record in understanding user requirements and completing projects to customers' satisfaction. Dunn & Bradstreet, a business credit information provider, conducted a past performance report about MRF by contacting MRF customers. The results were:

Category	Score
Timeliness - delivery or performance	1.30
Problem Responsiveness	1.60
Quality or product or service	1.50
Total cost	1.33
Technical	1.50
Delivery – Quantities	1.00
Attitude of supplier personnel	1.30
Overall	1.36

1: outstanding, 2: very good, 3: satisfactory, 4: marginal, 5: unsatisfactory.
MRF is very proud of this high overall rating.

Appendix D. MRF Service Level Agreement

MRF support services shall be provided in the following manner:

- MRF shall use reasonable commercial efforts to correct or provide a patch or work around for Program Errors (“Technical Consultation”).
- Customer shall provide MRF with all information and assistance necessary to detect, simulate/reproduce and correct any Program Errors.
- MRF shall maintain a log of Technical Consultation requests in a tracking system and a unique number shall be assigned to Customer's request. That unique number shall be provided to Customer for reference and communication. MRF will assign to Technical Consultation requests one of four levels of priority:
- Severity 1: An Error causing (i) ”crashes” of the System, (ii) irrecoverable loss or corruption of data or (iii) loss of primary System or Software functionality for which there is no documented means of Circumvention. “Circumvent” shall mean, as applied to an Error, a change in operating procedures whereby Customer can conveniently avoid any deleterious effects of such Error. (A Severity 1 Error is sometimes referred to as *Critical*.)
- Severity 2: An Error causing (i) recoverable loss or corruption of data, (ii) loss of primary System or Software functionality that can be Circumvented in a manner that is documented or easily identified or (iii) loss of secondary System or Software functionality that cannot be Circumvented. (A Severity 2 Error is sometimes referred to as *Urgent*.)
- Severity 3: An Error causing (i) loss of secondary System or Software functionality that can be Circumvented in a manner that is documented or easily identified or (ii) difficulties in the user interface. (A Severity 3 Error is sometimes referred to as *Minor*.)
- Severity 4: An Error causing no loss of data or functionality that can conveniently be Circumvented by appropriate Customer procedures. (A Severity 4 Error is sometimes referred to as *Minor*.)
- MRF acknowledges that breaches in warranty(s) that cause Errors in the System or Software, other than Severity 3 and Severity 4 Errors, are extremely serious and must be resolved with the greatest possible urgency. Therefore, MRF agrees to correct reported Errors, as follows:
- MRF shall accept requests via telephone and email for support from Customer’s Help Desk personnel from 8:00 AM until 5:00 PM

Mountain Standard Time. If the Customer request is a Severity 1 or 2 Error condition, and this request is made before 3:00 PM Mountain Standard Time, then MRF shall provide an initial response within two (2) hours. If after 3:00 PM Mountain Standard Time, then MRF shall provide a response by 9:00 AM Mountain Standard Time on the next business day. With regard to Severity 3 or 4 Error conditions, MRF shall provide an initial response by the next business day. For purposes of all responses MRF and Customer shall promptly agree in good faith what additional information and/or Error documentation will be required to permit MRF to resolve such Errors.

- MRF shall use commercially reasonable efforts to resolve Severity 1 Errors within one (1) calendar day, and shall use commercially reasonable efforts to resolve Severity 2 Errors within two (2) business days. MRF shall use its reasonable commercial efforts to resolve Severity 3 Errors and Severity 4 Errors within ninety days or in the next Update. MRF shall provide Technical Consultation from its business premises, except that MRF, at its own discretion and expense, may dispatch a technical services representative to Customer's facility for all Program Errors that MRF is unable to correct by providing Technical Consultation from MRF's premises.
- If such travel is performed by MRF personnel and it is determined that the cause of the malfunction was user error, negligence, or Software or hardware not provided by MRF, Customer will be responsible for paying the labor costs at MRF's then standard rates and shall reimburse MRF for all reasonable travel and living expenses incurred.