

Index

ADVERTISING

- Advertiser, definition, **33:243**
- Email marketing practices, ethical, **4:228**
- Internet advertising agreement, **4:4**
- Limitation of liability to specific jurisdictions, **4:2; 4:3**
- Marketing practices, email, **4:228**
- Rights, definition, **33:244**
- Website advertising agreement, **4:2; 4:3**

AFFILIATION AGREEMENTS

- General, **4:123**
- Linking agreement, **4:122**
- Operating agreement, **4:125**
- Select agreement, **4:124**

ANTI-BRIBERY

- Artificial intelligence analysis, usage prohibition, **33:22.70**
- Cooperation on artificial intelligence technologies, **33:22.30**
- General, **33:9.50**
- Improper payment, **33:21**
- Unlawful contribution, gift, entertainment, **33:22**

ANTI-CORRUPTION

- Compliance with, **33:22.20; 33:46.30**

APPLICATION SERVICE PROVIDER

- Contracting out services agreement, **20:21**
- Customer agreement, **20:19**
- General form of agreement, **20:18**
- Software and services licence agreement, **20:20**

ARBITRATION

- See also DISPUTE RESOLUTION
- Arbiter guidelines, **33:8**
- Binding arbitration and class action waiver provisions, **33:22.10**
- Claim, dispute adjudication and arbitration, **33:6**
- Clause, **33:2; 33:7**
- Commercial rules, **33:5**
- Protocol, mobility agreement & arbitration, **15:8**
- Rules of procedure, **33:19**

ARBITRATION—Cont'd

UNCITRAL rules, **33:20**

ARTIFICIAL INTELLIGENCE

Chatbots, **16A:9**

Checklist, **16A:2.30**

Commentary, **16A:1, 16A:2**

Contract provisions, **16A:2.50**

Contracting, representative clauses, **16A:2.40**

Contracting terminology checklist, **16A:3**

Definitions, **16A:4**

End user license agreement, **16A:5; 16A:8.50**

Exclusive license and collaboration agreement, **16A:7**

Glossary of AI terminology, **16A:3.50**

Incorporation of, **33:22.80**

Source code license, **16A:5, 16A:6**

Terms of use, **16A:10**

Website terms of use, **16A:11**

ASSET PURCHASE

IP asset licensing agreement, **31:2**

IP asset purchase and sale, **31:5**

Memorandum of understanding, **31:3**

Proprietary software purchase agreement, **31:4**

Software agreement, **31:1; 31:6**

Technology assignment, **31:7**

AUDIT

Co-operation on audit of purchased assets, **30:5**

Right to, **9:17; 33:28; 33:32; 33:32.50; 33:98**

customer, **33:27**

licensee, **33:26**

licensor, **33:23**

reciprocal right to verify, **33:31**

service provider, **33:25**

BLOCKCHAIN

Authorization for access, management and retention of personal data & identity checks, **28A:3.50**

Commentary, **28A:1, 28A:2, 28A:3**

Crypto currencies, **28A:2; 33:326.50**

Crypto trading platform agreement with software and services licensing provisions, **28A:5**

Customer agreements, **28A:3**

Hosted digital wallet and digital asset services user agreement, **28A:4**

Smart contracts, smart legal agreements, **28A:1**

BROADBAND AND COMMUNITY FIBRE AND MOBILE BROADBAND

Checklist, alliance agreement for municipal-wide broadband, public Wi-Fi,
17:1

CRTC agreements

installation agreement proposal, wireless video surveillance, **17:8**

LEC-IXC interconnection, **17:5**

local interconnection, **17:4**

municipal access, **17:3**

Memorandum of understanding, fibre optic network agreement, **17:7**

Public sector network, **17:2**

Terms and conditions

bluetooth-enabled motor vehicle, electronic management system, **17:6.50**

Terms of service, **17:6**

WiFi usage policies, **17:9**

acceptable use, **17:9**

CANADIAN FUNDS

Generally Accepted Accounting Principles (GAAP), **33:279.50**

CHOICE OF LAW

Clause, **33:43**

CLOUD COMPUTING

See also SOFTWARE

Checklist, **9:2**

Code scanning and licence management service agreement, **9:52**

Data processing addendum (DPA), **9:74; 9:75**

Distribution agreement, cloud related data infrastructure, **29:7**

End user agreement, **9:10.50**

Escrow, data content, **9:29**

managed backup and archiving of, **9:31**

Guide to models and services, **9:4**

Hosting and terms of service, **4:251; 9:11**

Hosting support provisions and SLA exemptions, **9:51**

Infrastructure as a service (“IAAS”), **9:59**

master services agreement, **9:59.30; 9:59.50; 9:59.70**

Integrated services, cloud services agreement, **9:73**

Licence agreement, **9:9**

cloud application utility sub-licensing authorization, **9:76**

Migration contracting considerations in representing customer, **9:2.50**

Network as a service (NaaS), **9:60.80**

Online backup, file sync and sharing terms of service, **9:12**

Personal data, cloud services processing of, **3:44**

Platform as a service (“PAAS”), **9:60; 9:60.50**

agreement, **9:60.70**

CLOUD COMPUTING—Cont'd

- Privacy, personal data, and subscribing
 - personal data processing agreement (EU Access), **9:71**
- Remote access, **9:57**
- Request for information, **13:2**
- Reseller agreement, **9:16**
- Service levels, guaranteed uptime provision, **9:14**
 - adjustment, percentage drop, **9:15**
 - response times, **9:64**
- Services agreement, **9:6**
 - client may order cloud services, **9:8**
 - computing services, US form, **9:9**
 - hosting, subscription services, ex works, professional services, **9:10**
 - infrastructure as a service (“IAAS”), **9:59**
 - master, **9:20**
 - business process outsourcing, **9:21.50**
 - cloud services subscription and project services, **9:21**
 - favouring customer, **35:5**
 - transformation and transition under, **9:59.70**
 - transition terms, **9:59.30**
 - platform as a service (“PAAS”), US form, **9:60**
 - private, **9:6**
 - remote support services, **9:5.50**
 - software as, supply and implementation of goods and services, **9:47**
 - software as a service, **9:34**
 - system access online (cloud hosted data storage (US)), **9:50**
 - terms and conditions, **9:45; 9:46**
- Social network site, terms and conditions, **9:13**
- Software licence agreement, cloud hosted service, **9:19**
- Statement of work (SOW), **9:4.50**
- Subscription agreement, **9:20**
- Support provisions
 - service plan selection and payment, **9:26**
 - support program, **9:27**
- Terms and conditions, general, **9:49**
- Use provisions, **9:22**
 - evolving amendments, **9:23**
 - file storage and retrieval, **9:25**
 - pre-built virtual machine, use on, **9:24**

CLOUD SERVICE & SERVICE LEVEL AGREEMENTS

- Customer covenants and warranties re data storage, **9:67**
- Master cloud services agreement, **9:66; 9:69; 9:69.30; 9:69.50**
- Master service agreement (provider’s multi-cloud data processing platform), **9:69.70**

CLOUD SERVICE & SERVICE LEVEL AGREEMENTS—Cont'd

- Service level agreement, infrastructure as a service, **9:68**
- Service level agreement availability policy, **9:63**
- Service level availability for subscription services, **9:65**

CO-LOCATION AGREEMENTS

- Commentary, **24A:1**
- Data Center Master Service Agreement, **24A:6**
- Internet Services and Co-Location Agreement, **24A:4**
- Services Agreement, **24A:2; 24A:3; 24A:7**
- Terms of service, **24A:5**

COMMERCIAL OFF-THE-SHELF SOFTWARE

- Assumption of responsibility for intended use, **8:56**
- Authorized uses, **8:54**
- Commentary, **21:2**
- Disclaimer, high-risk activities, **8:62**
- Donationware (freeware) software licence agreement, **8:46**
- End-use licence
 - agreement (governing right to download, install, access and use the software), **8:36.50**
 - downloadable app, simplified term of use, **8:45**
 - downloadable software, **8:36; 8:37**
 - DVD-based, shipped and downloadable software and support, **8:44**
 - grant of, **8:43**
 - time-sensitive software, **8:48**
 - U.S. provisions, **8:38 to 8:40**
 - use and intellectual property rights, **8:41**
- Free software, possible inclusion of, **8:63**
- General form of agreement, **8:35**
- Industry-specific software services and solutions, delivery and implementation, **8:50**
- Multiple users or machines, licence for, **8:37**
- Open source clause
 - intellectual property, **8:66**
 - licensing of software, **8:65**
- Privacy policy, statement of, **8:63**
- Prohibited uses and restrictions, **8:55**
- Proprietary markings, **8:58**
- Restrictions on use, **8:51**
- Single user desktop licence, **8:61**
- Software licence agreement, **8:47**
 - general public licence open source software included, **8:49**
 - multi-location suite of products, **8:42**

COMMERCIAL OFF-THE-SHELF SOFTWARE—Cont'd

- Software licence and support agreement
 - commentary, **21:2**
 - commercialization schedule, **21:7**
 - desktop software application, U.S. provisions, **21:4**
 - general terms and conditions, **21:5**
 - memorandum of understanding, **21:9**
 - order form, **21:3**
 - software upgrade, **21:6**
- Term, **8:57**
- Third party product and installation of software, **8:60**
- Updates, **8:59**

COMMISSION AGREEMENTS

- Generally, **29:15**

CONFIDENTIALITY AGREEMENTS

- See also INTELLECTUAL PROPERTY ASSETS; NON-DISCLOSURE AGREEMENTS
- Basis of information and management action, **2:12**
- Clause, **2:9; 2:9.50; 33:53; 33:56; 33:58**
 - reciprocal, **4:266**
- Confidential disclosure agreement (strategic advice), **2:2**
- Covenants, **33:52; 33:56**
- Discloser's perspective, **2:3; 2:3.50**
- Exceptions and exclusions, **2:11**
- Internet company acquisition, **2:7**
- Mutual, **2:5**
- Mutual disclosure obligations - (Disclosing party's perspective), **2:6**
- Non-compete, and, **2:8**
- Proposal of, **13:15**
- Recipient's perspective, **2:5**
- Return of confidential information, **2:10**
- Software licence clause, **8:134; 8:135**

CONFLICT OF INTEREST

- Proposal clause, **13:12**

CONSULTING SERVICES

- Access, **23:33**
- Agreement, **23:12; 23:13**
- Approval requests, for, **23:35**
- Client responsibilities, **23:36**
- Computer consulting agreement, **23:17; 23:18**
- Consulting, installation, customization, configuration and maintenance, **23:10**
- Corporate IT manager, **23:15**

CONSULTING SERVICES—Cont'd

- Employment, offers of, **23:34**
- Independent consultant engagement agreement, **23:21**
- Independent contractor agreement, **23:11; 23:19**
- Individual as consultant agreement, **23:16**
- Letter agreement, **23:1**
- Master services agreement, **24:2; 24:11; 35:6**
- Modification of services, **23:27**
- Outsourced role as chief information officer, **23:24**
- Professional services, and, **23:2 to 23:7**
- Property rights, **23:31**
- Representations and warranties, **23:37**
- Software consulting agreement, **23:4.50**
- Software development, and, **8:81; 8:84.30**
- Steering committee, **23:32**
- Subcontractor, **23:14**
 - service agreement, **23:22; 23:23**
- Suspension, **23:29**
- Technical services agency agreement, **23:19**
- Termination, **23:28; 23:29**
 - by customer for convenience, **23:30**
- Transition, Services, **23.33.50**

COOKIES

- Choices, **4:306.70**
- Cookies, **4:301**
- Notice, **4:304**
- Policy, **4:304; 4:306; 4:306.50**
- Security settings, update, **4:307**
- Tracking technologies, **33:68.50**
- Use, **4:302; 4:305**
- Website privacy, **4:306**

COPYRIGHT

- See INTELLECTUAL PROPERTY ASSETS

COTS

- See COMMERCIAL OFF-THE-SHELF SOFTWARE

COUNTERPARTS

- Clause, **33:71**
- Facsimile signature, and, **33:72**

DATA CENTRE SERVICES

- Assembly and sharing of database agreement, **14:20**
- Commentary, **14:1.50**

DATA CENTRE SERVICES—Cont'd

- Data governance checkpoints, advising clients in developing a data governance checklist, **14:1.70**
- Data processing addendum, European provisions, **14:3**
- Data processing services agreement, **14:2**
- Data protection
 - agreement, **14:24**
 - employee acknowledgment, **14:25**
- Data sharing agreement, **14:21; 14:27**
 - memorandum of understanding, **6:26.80**
 - multi-party geospatial, **6:26.70**
- Defining, **14:1**
- Disclaimer, **14:30**
 - delay in data quotes, **14:31**
 - liability, of, **14:30**
 - notice, delay in, **14:31**
- Information technology services agreement, financial institution, **14:31**
- Licence agreement
 - database content and distribution limitations, **14:18**
 - intellectual property rights, **14:32**
- Internet delivery, **14:10**
- limited use, **14:12**
 - single user, **14:13**
 - site access, **14:14**
 - software, and, **14:16**
 - reservation of rights, and, **14:17**
 - video/music on demand content, **14:19**
- Master agreement, **14:5; 14:6**
- Master services agreement, **24:10**
- Member conduct, document retrieval, **14:33**
- Member content disclaimer, **14:15**
- Memorandum of understanding, **14:16.50**
- Restrictions, **14:28**
 - customer's use of data and service, **14:29**
 - restricted uses, **14:28**
- Sharing IT services, **14:8**
- Terms of use, subscription news service, **14:11**
- User-submitted content, **14:22**

DEFINITIONS

- Acceptance, **33:228**
 - criteria, **33:229**
 - date, **33:230**
 - notice, **33:231**
 - test period, **33:233**

DEFINITIONS—Cont'd

- Acceptance, **33:228**—Cont'd
 - testing, **33:232**
 - tests, **33:234**
- Account, **33:235**
 - balance, **33:236**
 - master, **33:237**
- Accounting principles, **33:238**
- Add-on, **33:240**
- Additional fees, **33:241**
- Adverse, **33:242**
- Advertisers, **33:243**
- Advertising rights, **33:244**
- Affiliate, **33:245, 33:245.50**
- Agreement, **33:246**
- Anonymous information, **33:247**
- Applicable law, **33:248**
- Application
 - forms, **33:250**
 - package, **33:252**
 - software, **33:251**
- Arm's length, **33:253**
- Artificial intelligence, **33:253.50**
- Associated companies, **33:254**
- Authority, **33:257**
- Authorized
 - officer, **33:258**
 - personnel, **33:259**
 - purposes, **33:260**
 - sub-contractor, **33:261**
 - user, **33:262**
- Author's confidential information, **33:256**
- Background IP, **33:263.50**
- Background technology, **33:273**
- Background technology and third-party technology, **33:265**
- Backup facility, **33:266**
- Banner, **33:267**
- Best practice, **33:268**
- Billing period, **33:269**
- Browser, **33:270**
- Budget, **33:271**
- Bug fixes, **33:272**
- Bundled product, **33:273**

DEFINITIONS—Cont'd

- Business
 - day, **33:274; 33:275**
 - hours, **33:276**
 - information, **33:277**
 - nature of, **33:526**
- Buyer
 - companies, **33:278**
 - supplied equipment, **33:279**
- Canadian GAAP, **33:280**
- Canadian price list, company, **33:298**
- Card location, **33:282**
- Change in law, **33:283**
- Change in ownership, **33:285**
- Change of or in control, **33:284**
- Claims, **33:286**
- Click-through, **33:287**
- Client
 - addenda, **33:288**
 - content, **33:289**
 - event of default, **33:290**
 - properties, **33:291**
- Closed network, **33:292**
- Closing date, **33:293**
- Code, **33:294**
- Commencement date, **33:295**
- Commercially reasonable efforts, **33:296**
- Community server, **33:297**
- Companies, associated, **33:254**
- Competitive business, **33:299**
- Computer, **33:300**
 - facility, **33:301**
 - operations, **33:302**
 - software, **33:303**
 - technology, **33:304**
- Confidential
 - information, **33:46.50; 33:47; 33:305**
 - author's, **33:256**
 - data, **33:304.50**
 - disclosure of, and, **1:18**
 - legal professional privilege, **33:48.50**
 - medical information restriction, **33:306**
 - mutual discourse, **33:49**
 - Personal Health Information Protection Act, **33:58; 33:307**

DEFINITIONS—Cont'd

- Confidential—Cont'd
 - information, **33:46.50; 33:47; 33:305—Cont'd**
 - reciprocal covenants, **33:48**
 - services provider, of, **33:55**
 - material, **33:308**
 - supplier, of, **33:309**
 - user, of, **33:310**
- Conflict in documents, **33:311**
- Conflict of interest, **33:312**
- Consultant developments, **33:313**
- Consultant's business, **33:314**
- Consumer price index, **33:315**
- Content owner
 - brand
 - features, **33:316**
 - guidelines, **33:317**
 - news services, **33:318**
 - search engine, **33:319**
 - software, **33:320**
 - system, **33:321**
- Continuation period, **33:322**
- Control, **33:323**
 - change of, **33:284**
 - panel, **33:324**
- Conversion, **33:325**
- Copy, **33:326**
- CPI, **33:274**
- Custom developed software, **33:327**
- Customer, **33:328**
 - affiliates, **33:329**
 - audit program, **33:330**
 - content, **33:331**
 - data, **33:332**
 - hardware, **33:333**
 - information, **33:334**
 - location, **33:337**
 - software, **33:335**
 - supplied resources, **33:337**
 - technology, **33:337**
- Customization, **33:339**
- Cutover, **33:340**
- Cybersecurity, **33:341**

DEFINITIONS—Cont'd

- Data, **33:342**
 - entry, **33:343**
 - processing services, **33:344**
 - protection law, **33:346**
 - security policy, **33:345**
- Date
 - acceptance, of, **33:347**
 - posting, **33:579**
- Day, **33:348**
- Deficiency, **33:350**
 - error, or, **33:349**
 - notice, **33:351**
- Definitions and interpretation, **33:352**
- Deliverable, **33:353**
- Delivery, **33:354**
- Deposit, **33:355**
- Deposit documents, **33:356**
- Derivative work, **33:357**
- Description of services, **33:358**
- Design
 - data, **33:359**
 - services, **33:360**
 - work, **33:361**
- Designated
 - administrative access, **33:362**
 - computers, **33:363**
 - equipment, **33:364**
 - location, **33:365**
 - system, **33:366**
- Detailed specifications, **33:367**
- Developer products, **33:368**
- Development
 - licence, **33:369**
 - software, **33:370**
- Disaster, **33:371**
 - notification, **33:372**
 - fee, **33:373**
- Disclosed data, **33:374**
- Disclosure, **33:375; 33:375.50**
- Discriminatory change in tax law, **33:376**
- Dispute resolution procedure, **33:377**
- Distributors, **33:378**
- Document, **33:379**

DEFINITIONS—Cont'd

- Documentation, **33:380**
 - associated, **33:255**
- Downtime, **33:381**
 - planned, **33:577**
- Effective date, **33:382**
- Effective performance level, **33:383**
- Embedded software, **33:383.50**
- Emergency, **33:384**
 - maintenance, **33:385**
- Employee total annual compensation, **33:386**
- Encumbrances, **33:387**
 - permitted, **33:567**
- End-user, **33:389**
 - licence agreement, **33:390**
 - software, **33:391**
- Enhancement, **33:388; 33:392**
- Enterprise, **33:393**
- Entitlement, proof of, **33:609**
- Environment, working, **33:744**
- Environmental attributes, **33:396**
- Equipment, **33:397**
 - configuration, **33:398**
 - minimum, **33:515**
- Equity interest, **33:399**
- Equivalent activity, **33:398.50**
- Error, **33:400**
- Escrow
 - agent, **33:400.50**
 - agreement, **33:401**
 - materials, **33:401.30**
 - provider, **33:401.50**
 - provider, event of default, **33:401.70**
- Escrow agreement, **33:401**
- Excused unavailability, **33:403**
- Excusing event, **33:404**
- Expenses, **33:405**
- Fair market value, **33:406.50**
- Fault, **33:407**
- Fees, **33:408**
 - additional, **33:241**
- Final acceptance, **33:409**
- Final completion, **33:410**
- Financial information, **33:411**

DEFINITIONS—Cont'd

- Financial institution, **33:412**
- FIPPA, **33:412**
- Force majeure, **33:413**
- Force majeure events, **33:414**
- Full
 - system backup, **33:415**
 - user, **33:416**
- Full-use programs, **33:417**
- Functional specifications, **33:418**
- Functionality, **33:419**
- GDPR, **33:420**
- General provisions agreement, **33:422**
- General public licence software, **33:421**
- Global statistics, **33:423**
- Good faith, **33:423.50**
- Good industry practice, **33:424**
- Governing laws, **33:424**
- Government authority, **33:426**
- Governmental approvals, **33:427**
- GPL software, **33:421**
- Guest operating systems, **33:429**
- Hardware, **33:431**
- Harmful code, **33:432**
- Has knowledge or have knowledge, **33:433**
- Hazardous material, **33:434**
- Health care law, **33:434.50**
- Herein, hereof and hereunder, **33:435**
- Hit, **33:436**
- Home page, **33:437**
- Hosting services, **33:438**
- House account, **33:439**
- HTML, **33:430**
- Hyperlink, **33:440**
- Impact, minor, **33:516**
- Implementation
 - date, **33:443**
 - period, **33:444**
 - plan, **33:445**
 - schedule, **33:446**
 - services, **33:447**
- Impression, **33:448**
- Industry standards, **33:449**

DEFINITIONS—Cont'd

- Information, **33:450**
 - background, **33:263**
 - management, **33:451**
 - non-personal, **33:536**
 - residual, **33:634**
 - technology, **33:333.50**
- Input data, **33:452**
- Insolvency, act of, **33:239**
- Insolvency legislation, **33:453**
- Installation
 - date, **33:454**
 - sites, **33:455**
- Intangible assets, **33:455.50**
- Integrated product, **33:456**
- Intellectual property, **33:457**
 - prosecution and maintenance, **33:151.80**
 - rights, **33:138; 33:458**
- Interest rate, **33:459**
- Internet, **33:460**
- Interpretation, **33:461**
- Interpretation of agreement, **33:462**
- Inventions, **33:463**
- ISO compliant data security policy, **33:441**
- IT, **33:442**
- Joint know-how, **33:464**
- Know-how, **33:465**
- Knowledge transfer, **33:466**
- Law, requirements of, **33:630**
- Law or laws, **33:467**
- Laws and regulations, **33:468**
- Legal proceeding, **33:469**
- Liabilities, **33:470**
- Licence
 - agreement, **33:471**
 - fee, **33:472**
 - information, **33:473**
 - software key, **33:654**
- Licensed
 - additional module, **33:474**
 - documentation, **33:475**
 - materials, **33:476**
 - process, **33:477**

DEFINITIONS—Cont'd

- Licensed—Cont'd
 - program, **33:478; 33:481**
 - documentation, **33:480**
 - materials, and, **33:479**
 - rights, **33:482**
 - third party software, **33:483**
- Licensee affiliate, **33:484**
- Limited user, **33:485**
- Link, **33:486**
- Loan application, **33:487**
 - licence, **33:488**
- Losses, **33:489**
- Machine, **33:491**
 - virtual, **33:731**
- Mail, **33:492**
- Maintenance, **33:493**
 - fee, **33:494**
- Major impact, **33:495**
- Mandatory enhancements, **33:497**
- Manufacturing licensee, **33:498**
- Marketing
 - arrangements, **33:499**
 - information, **33:500**
 - licence, **33:501**
- Marks, **33:502**
- Master file, **33:503**
- Material, **33:504; 33:508**
 - adverse change, **33:504.50**
 - adverse effect, **33:505**
 - breach, **33:506**
 - defect, **33:507**
- Mean time to repair, **33:509**
- Metadata, **33:509.50**
- Methodology, **33:510**
- MFIPPA, **33:490**
- Milestone, **33:511**
- Milestone date, **33:512**
- Milestone payment, **33:513**
- Milestone payment schedule, **33:514**
- Minimum equipment configuration, **33:515**
- Minor impact, **33:516**
- Modifications, **33:517**

DEFINITIONS—Cont'd

- Module, **33:518**
 - components and script, **33:519**
- Monthly revenue, **33:520**
- Moral rights, **33:521**
- Multiple disaster, **33:523**
- Municipal Freedom of Information and Protection of Privacy Act, **33:510**
- Named user, **33:524**
 - seat licence, **33:525**
- Nature of business, **33:526**
- Necessary claims, **33:527**
- Net invoice amount, **33:528**
- Net present value, **33:529**
- Network
 - server, **33:530**
 - services, **33:531**
- Non-excludable term, **33:535**
- Non-excusable event, **33:510**
- Non-personal information, **33:536**
- Non-personnel expenses, **33:537**
- Non-specified customer, **33:538**
- Normal business hours, **33:539**
- Notice, **33:540**
 - acceptance, of, **33:541**
- Object code, **33:542**
- OEM product, **33:543**
- Open
 - network, **33:544**
 - source software, **33:545**
- Operating
 - environment, **33:546**
 - systems, **33:547**
 - guest, **33:429**
- Operations services, **33:548**
- Order form, **33:549**
- Organizational document, **33:550**
- Output data, **33:551**
- Outsourcing agreement
 - committee, **33:553**
 - factor, **33:554**
- Page, **33:557**
 - view, **33:558**
- Partner, **33:559**
- Partnership agreements, **33:560**

DEFINITIONS—Cont'd

- Party or parties and parties to an agreement, **33:561**
- Payment schedule, **33:563**
- Performance
 - dates, **33:564**
 - milestones, **33:565**
- Permits, **33:570**
- Permitted
 - borrowing, **33:566**
 - encumbrances, **33:567**
 - number, **33:568**
 - use, **33:569**
- Person, **33:571**
- Personal data, **33:572**
- Personal data breach, **33:573**
- Personal Health Information Protection Act, **33:555**
- Personal information, **33:574**
- Personal records, **33:574.50**
- Personally identifiable information, **33:573.50**
- Personnel, **33:575**
- Phase, **33:576**
- PHIPA, **33:555**
- Porting licence, **33:578**
- Posting date, **33:579**
- PP persons, **33:556**
- Pre-existing works, **33:580**
- Prescribed form, **33:581**
- Price list, **33:582**
- Prime
 - contract, **33:583**
 - contracting period, **33:585**
 - contractor, **33:584**
 - rate, **33:586**
 - supplier requirements, **33:587**
- Prior authorized sub-contractor services, **33:588**
- Privacy laws, **33:589**
- Procedures manual, **33:589, 587**
- Proceeding, **33:591**
- Processing, **33:592**
- Processor, **33:593**
- Product, **33:594**
 - bundled, **33:273**
 - documentation, **33:595**
 - services, and, **33:598**

DEFINITIONS—Cont'd

- Product, **33:594**—Cont'd
 - update, **33:596**
 - upgrade, **33:597**
- Professional services, **33:599**
- Program, **33:600**
 - sample, **33:640**
- Prohibited act, **33:601**
- Project, **33:602**
 - charter, **33:603**
 - documentation, **33:604**
 - intellectual property, **33:605**
 - plan, **33:606**
 - schedule, **33:607**
 - staff, **33:608**
- Proof of entitlement, **33:609**
- Proposal, **33:610**
- Proprietary
 - information, **33:611**
 - rights, **33:612**
 - software solution, **33:613**
- Proprietary data, **33:609.50**
- Prototype, **33:614**
- Provider
 - hardware, **33:615**
 - software, **33:616**
 - system, **33:617**
- Public access module, **33:618**
- Purchased assets, **33:619**
- Ransomware, **33:619.50**
- Rates, **33:621**
- Receiver, **33:622**
- Recipient, **33:623**
- Recovery centre operations manual, **33:624**
- References, referenced documentation and interpretation, **33:626**
- Registered name, **33:625**
- Related body corporate, **33:627**
- Release, new, **33:532**
- Relevant change in law, **33:628**
- Relevant laws, **33:628.50**
- Repair, mean time to, **33:508**
- Representatives, **33:629**
- Requirements of law, **33:630**
- Research and development, **33:631**

DEFINITIONS—Cont'd

- Residual information, **33:634**
- Residuals, **1:47; 33:632**
- Resolution, **33:635**
- Response time, **33:636**
 - service levels, and, **33:213; 33:633**
- Restricted person, **33:637**
- RFP, **33:620**
- Run-time version, **33:638**
- Sale, **33:639**
- Screen, **33:641**
- Sender, **33:642**
- Server, **33:643**
 - network, **33:530**
 - web, **33:737**
- Service
 - fees, **33:644**
 - level, **33:645**
 - objectives, **33:646**
 - provider event of default, **33:647**
 - time, **33:648**
- Services, **33:649**
- Smart city, **18:3.50**
- Software, **33:650**
 - contracts, **33:652**
 - custom developed, **33:328**
 - documentation, **33:653**
 - licence key, **33:654**
 - new, **33:533**
 - open source, **33:545**
 - problems, **33:655**
 - services, and, **33:651**
 - source code, **33:656**
 - support services, **33:657**
 - unique applications, **33:717**
- Source
 - code, **33:658**
 - escrow, **33:659**
 - materials, **33:660**
 - software, open, **33:545**
- Specification, **33:538; 33:661**
- Specified customer, **33:662**
- Standards, **33:663**
- Statement of work, **33:664**

DEFINITIONS—Cont'd

- Statutory reference, **33:665**
- Subcontractor, **33:666**
 - services, prior authorized, **33:486**
- Subdistributor, **33:667**
- Sublicence, **33:668**
- Sublicensee, **33:669**
- Sublicensing revenues, **33:670**
- Subscription fee, **33:671**
- Subscription plan, **33:672**
- Subsidiary, **33:673**
- Substantial completion, **33:674**
- Successor in interest, **33:675**
- Supervening events, **33:676**
- Supplemental services, **33:677**
- Supplied information, **33:678**
- Supplier
 - business hours, **33:679**
 - developed property, **33:680**
 - intellectual property, **33:681**
 - servers, **33:682**
- Supply agreements, **33:683**
- Supply chain, **33:683.50**
- Support, **33:684**
 - agreement, **33:685**
 - request, **33:686**
 - software, **33:687**
- System, **33:688**
 - design specifications, **33:689**
 - full backup, **33:415**
 - software, **33:690**
 - software package, **33:691**
- Tax or taxes, **33:692**
 - applicable, **33:249**
- Technical
 - services, **33:693**
 - support, **33:694**
- Technology, **33:695**
 - background, **33:264**
- Term, **33:696**
- Terms and conditions, **33:697**
- Territory, **33:698**
- Test criteria, **33:699**

DEFINITIONS—Cont'd

- Third party, **33:700**
 - components, **33:701**
 - products, **33:702**
 - programs, **33:703**
 - software, **33:704**
- Tool bar, **33:705**
- Tools, **33:706**
- Trade mark assets, **33:707**
- Trade secrets, **33:708**
- Traffic, **33:709**
- Training, **33:710**
- Transaction date, **33:711**
- Transfer date, **33:712**
- Trial
 - mode, **33:713**
 - package, **33:714**
- Uninsurable, **33:716**
- Unique applications software, **33:717**
- Unknown contamination, **33:718**
- Updates, **33:719**
- Upgrade, **33:720**
- Uptime, **33:721**
- URL, **33:715**
- Usage, **33:722**
- Usage statistics, **33:723**
- Use, **33:724**
 - intellectual property, **33:725**
 - permitted, **33:569**
- User/users, **33:726**
 - authorized, **33:262**
 - full, **33:416**
 - limited, **33:485**
- Utilities, **33:727**
- Value-added package, **33:728**
- Variation notice, **33:729**
- Vendor, **33:730**
- Virtual machine, **33:731**
- Virus, **33:732**
- Warranty period, **33:733**
- Web
 - analytics service, **33:734**
 - browser, **33:735**
 - pages, **33:736**

DEFINITIONS—Cont'd

- Web—Cont'd
 - server, **33:737**
 - site, **33:738**
 - outside, **33:552**
 - world wide, **33:745**
- Work, **33:739**
 - order, **33:740**
 - pre-existing, **33:580**
 - product, **33:741**
 - schedule, **33:742**
 - system design and implementation, **33:743**
- Working environment, **33:744**
- World wide web, **33:745**

DEVELOPMENT

- Licence, definition, **33:369**
- Software
 - consulting services agreement, and, **8:81**
 - definition, **33:370**
 - development agreement, **8:84**
 - database, **8:77**
 - service, and, **8:82**
 - evaluation, activation and end user licence agreement, **8:16**
 - independent contractor service agreement, **8:85**
 - joint venture, **8:78**
 - mobile application, **8:87; 8:88**
 - OEM derivative product, **8:86**
 - ownership retained by developer, **8:80**
 - specification agreement, **8:75; 8:76**
- Website
 - agreement, **4:138**
 - changes, **4:139**
 - services, and, **4:141**
 - short form, **4:140**
 - professional services agreement, **4:143**
 - request for proposal, **4:146**
 - service description, **4:144**
 - terms and conditions, services website, **4:188.85**
 - terms of use (copyright & intellectual property policy), **4:188.80**

DISASTER RECOVERY

- Access to site, **26:3**
- Agreement, **26:4**
- Cost of communications, **26:2**

DISASTER RECOVERY—Cont'd

- Property rights, **26:4**
- Request for proposal (establishment of DRC), **26:1**
- Service level agreement, **26:2**
- Storage of data, **26:4**
 - online backup, **26:2**

DISCLAIMERS

- Attorney advertising, **4:191**
- Commentary, **4:300.50**
- Commercial off-the-shelf software, high-risk activities, **8:62**
- Content, **4:80; 4:81**
- Copyright statement, with, **4:58**
- Data quotes, delay in, **14:31**
- Database, **4:70**
 - licensed, **14:28**
- Downloading, **4:79; 4:300**
- E-mail, **33:89**
- Financial, **4:54; 4:89**
- Forward-looking statements disclaimer, **4:270**
- General, **33:68; 33:90**
- Governing law and jurisdiction, **4:90**
- Hosted provider technology, availability of, **4:78**
- Illustrative purposes, information for, **4:62; 4:84**
- Information acquired through information providers, **4:72; 4:77**
- Informational purposes only, **4:55; 4:65**
- Intellectual property rights, **33:85; 33:314**
- Investment advice, **4:63**
- Legal, **4:57; 4:59; 4:60**
- Liability limitation, **33:100; 33:120; 33:308**
- Medical diagnostic software, **33:86**
- Member content, **14:15**
- Nuclear applications, for, **33:87**
- Online purchasing, **4:58; 4:73**
- Performance levels, **4:82**
- Privacy and encryption, **4:83**
- Products, **4:70**
- Professional services, **4:67**
- Publications, **4:70**
- Search engine and general, **4:71**
- Site changes, **4:88**
- Site use, **4:300**
- Social media, **33:91**
- Specification, **4:91**
- Submissions and communications, **4:68**

DISCLAIMERS—Cont'd

- Subscriber-provided information, **4:69; 4:77**
- Terms and conditions, changes to, **4:88**
- Third party, **4:74**
- Viruses, linked sites and performance disclaimer, **4:66**
- Warranties, limitation of liability and indemnification, **33:102; 33:119**
- Warranty, UCITA, **33:87**
- Website, **4:76**
 - guidelines, and, **4:56**
 - intellectual property rights, and, **4:61; 4:64; 4:75**

DISPUTE RESOLUTION

- See also **ARBITRATION**
- Arbitration, **33:3; 33:4; 33:7; 33:9**
 - commercial rules, **33:5**
 - rules of procedure, **33:19**
- Escalation procedure, **33:13; 33:14**
- Face-to-face negotiation, **33:15**
- General, **33:9; 33:18**
- Mediation, non-binding, **33:16**
- Procedure, definition, **33:377**
- Reference to committee
 - followed by arbitration, **33:11**
 - followed by escalation, **33:12**

DISTRIBUTION AGREEMENTS

- Business partnership authorization agreement, **8:72**
- Cloud related data infrastructure, **29:7**
- Commercial exploitation agreement, **8:73**
- File storage and, **4:38**
- General agreement, **8:70, 8:70.50**
- Integrated hardware, software components, **29:10.50**
- Royalty agreement, and, **8:71**
- Sale, and, **29:13**
- Software, **29:9; 29:10**

DRONES

- Aerial drone photography, terms of service, **19:1**
- Definition, **33:381.50**
- Services, purchasing and usage terms, **19:2**

DRUGS, DANGEROUS WEAPONS AND SEARCHES

- Generally, **33:92.50**

E-COMMERCE

- See also **INTERNET; WORLD WIDE WEB**

E-COMMERCE—Cont'd

Advertising

- Internet advertising agreement, **4:4**
- limitation of to specific jurisdictions, **4:67**
- website advertising agreement, **4:2; 4:3**

Affiliate agreement, **4:123**

- operating agreement, **4:125**
- program linking agreement, **4:122**
- select affiliate agreement, **4:124**

Application service provider

- See APPLICATION SERVICE PROVIDER

Auction site agreement, **4:11**

Content alliance agreement, **4:199**

Cookies

- notice, **3:28.30**
- notice (alternate), **3:28.50**
- use of, **3A:6**

Copyright notice, **4:99; 4:105**

Disclaimer

- copyright statement, with, **4:58**
- data, member content, **14:15**
- downloading, **4:80**
- financial, **4:89**
- illustrative purposes, information for, **4:62; 4:84**
- informational purposes only, **4:55; 4:65**
- legal, **4:57; 4:59**
- online purchasing, **4:58; 4:73**
- performance levels, **4:82**
- site changes, **4:88**
- submissions and communications, **4:68**
- terms and conditions changes, **4:88**
- third party information providers, **4:74**
- viruses, linked sites and performance disclaimer, **4:66**
- warranties, **4:87**
- website guidelines and, **4:56**

EDI trading partner agreement, **4:8 to 4:10**

Electronic data exchange trading partner agreement, **4:8 to 4:10**

Intellectual property protections

- combined rights
- copyright and other rights, **4:103**
- notices, **4:105**
- ownership, **4:109**
- pending, **4:108**

E-COMMERCE—Cont'd

- Intellectual property protections—Cont'd
 - combined rights—Cont'd
 - permissions, **4:106**
 - obtaining of, **4:107**
 - trade mark and copyright information, **4:104**
 - use of materials, **4:110**
 - copyright
 - compilation, content as, **4:98**
 - division of rights, **4:95**
 - infringement claims, **4:96**
 - licensed materials, **4:94**
 - reservation of rights, **4:93**
 - statement, **4:92**
 - warranty of content, **4:97**
 - trade marks
 - licence, **4:101**
 - ownership notice, **4:109**
 - pending notice, **4:108**
 - reciprocal rights, **4:102**
 - usage policy, **4:100**
- Linking agreements, **4:111; 4:112**
 - affiliate
 - agreement, **4:123**
 - operating agreement, **4:125**
 - program, **4:122**
 - select agreement, **4:124**
 - brief statement, **4:114**
 - clauses
 - confidentiality, reciprocal, **4:266**
 - harm, computer system or data, **4:133**
 - interactive features, **4:136**
 - liability, linking to third party site, **4:130**
 - linking policy, **4:135; 4:243**
 - mutual promotion, **4:295**
 - other sites, **4:129**
 - security breach, **4:77**
 - terms and conditions, **4:128**
 - third party sites, **4:131; 4:134; 4:243**
 - use of content, **4:77; 4:127**
 - websites, **4:132**
 - interactive features, **4:136**
 - interim, **4:115**
 - Internet, **4:118**

E-COMMERCE—Cont'd

- Linking agreements, **4:111; 4:112**—Cont'd
 - organization and its members, between, **4:117**
 - policy clause, **4:135**
 - simple form, **4:113**
 - terms, **4:116**
 - trade mark restrictions, **4:119**
 - web linking agreement, **4:117**
- Magazine subscription agreement, **4:32**
 - registration, substitution newspaper, **4:39**
- Manufacturer's agreement with online merchant, **4:31**
- Membership and magazine subscription agreement, **4:32**
- Merchant website user agreement, **4:34**
- Online contracting
 - auction site agreement, **4:11**
 - banking agreement, **4:17**
 - bidding system, custom-developed products, **4:36**
 - bill payment and management services agreement, **4:37**
 - terms and conditions, **4:18**
 - cheque payment agreement, **4:19**
 - consent declaration to electronic delivery, **4:13.50**
 - consent to electronic delivery of documents, **4:13; 4:13.20**
 - consent to electronic delivery of notifications, **4:14**
 - consent to receive documents electronically, **4:13.30**
 - credit card information, website user agreement to supply, **4:21**
 - customer agreement, **4:16**
 - digital photo platform, terms and conditions of, **4:15**
 - disclaimers, **4:73**
 - effective date of receipt of electronic documents, **4:13.30**
 - electronic mall, terms and conditions, **4:21**
 - end user agreement, **4:22**
 - end user licence agreement (EULA), **4:24**
 - file storage and distribution agreement, **4:38**
 - fulfillment service agreement, **4:26**
 - hotel Internet access, **4:27**
 - information services, **4:28**
 - magazine subscription agreement, **4:32**
 - registration, substitution newspaper, **4:39**
 - manufacturer's agreement with online merchant, **4:31**
 - marketplace procurement agreement, **4:25**
 - membership and magazine subscription agreement, **4:32**
 - merchant website user agreement, **4:34**
 - online or electronic trading services, **4:20.50**
 - open membership group, terms of service, **4:40**

E-COMMERCE—Cont'd

Online contracting—Cont'd

- paperless statements agreement, **4:38**
- purchase card agreement, **4:12**
- retailer online credit card member purchasing agreement, **4:45**
- rewards program, **4:35; 4:45**
- software, EULA for online purchase of, **4:23**
- stock quotes, **4:43**
- terms and conditions, financial services website, **4:52.50**
- terms and conditions of, **4:30; 4:42; 4:50**
 - bidding system, custom-developed products, **4:36**
 - electronic mall, **4:21**
 - general terms and conditions (sale of products and services (US)), **4:50.50**
 - in transit hotel Internet access, **4:27**
 - information services, **4:20**
 - internet store purchase with lowest price guarantee, **4:30**
 - provider, **4:29**
 - request for quotation, **6:9**
 - service provider's billing, **4:46; 4:47**
 - stock quotes, **4:43**
 - third-party social media service, **4:33**
- terms of service, **4:48**
- terms of service, document analysis, **4:48.70**
- terms of service, updated, **4:48.50**
- terms of service, website usage, **4:188.80**
- terms of use agreement (subscription services), **4:49**
- web trading subscriber agreement, **4:51**

Online purchase card agreement, **4:12**

Privacy

- business applications, **3:40**
- compliance covenants, **3:12**
- confidentiality
 - covenants, **3:56**
 - information, of, **3:55**
 - non-confidential information, **3:58**
- cookies, use of, and, **3A:6**
- cookies notice, **3:28.30**
- cookies notice (alternate), **3:28.50**
- cookies policy, storage and access, non-sensitive information, **3:28.70**
- data practices, **3:19**
- exculpatory provisions, **3:45**
- health care
 - information network providers, **3:14**

E-COMMERCE—Cont'd

Privacy—Cont'd

health care—Cont'd

Personal Health Information Protection Act, **3:3**; **definition of personal information**

collection, use, and disclosure of personal health information, **3:17**

pledge, **3:15**

provider requirements, **3:16**

membership-oriented service, **3:42**

news service, **3:35**

not-for-profit policy, **3A:1**

personal information

definition of

abandonment of use, **3:8**

Canada, **3:4**

Ontario, **3:3**; **3:6**

policy, **3:30**, **3:57**

security measures to protect, **3:50**; **3:51**

sharing of, **3:5**

terms of use, **3:57**

use of, **3:7**

vendor's club membership, **3:41**

PIPEDA

collection of personal information, **3:10.50**

compliance with, **3:10**

consent under, **3:9.50**

definition, **3:4**

abandonment of use, **3:8**

pledge, health care issues, **3:15**

policy, **3:21 to 3:23**; **3A:3**

customer, **3A:4**

informed consent, **3:25**

members and subscribers, **3A:9**

personal information, **3:57**

security, **3:46**

service provider, **3:32**

short form, **3:24**

statement of privacy policy, **3:25.30**

subscriber agreement and privacy policy, **3:38.50**

terms of use, **3:57**

terms of use and HIPAA notice (limited authorized disclosure), **3:42.50**

website provider, **3:34**

purchasing online, **3:37**

E-COMMERCE—Cont'd

Privacy—Cont'd

- security and privacy policy, **3:53**
 - content provider, **3:39**
 - customer's responsibility to enforce, **3A:10**
 - merchant, of, **3A:8**
 - messenger service, **3:37.50; 3A:5**
 - purchasing online, **3:37**
 - retailer's privacy commitment, **3:34.50**
 - usage rules, and, **3:47**
 - service provider's statement regarding, **3:31**
 - services provider's online practices, **3:61**
 - software policy, compliance, **3:9**
 - terms of use and HIPAA notice (limited authorized disclosure), **3:42.50**
- Request for proposal, obligations municipal, RFP, **3:13**
- Retailer online credit card member purchasing agreement, **4:44**
- Rewards program, **4:45**
- Security, **3:37**
- Security and privacy policy (messenger services), **3:37.50**
- Third party network provider liability, **4:130**
- Trade mark notice, **4:105**
- Web trading subscriber agreement, **4:51**

E-MAIL

See INTERNET

EMPLOYMENT AGREEMENTS

See also NON-DISCLOSURE AGREEMENTS

- Assignment of inventions, and, **1:56**
- Preservation of confidentiality and assignment of intellectual property, **1:57**
- Proprietary information and inventions agreement, **1:58**

ENGINEERING

- Changes, **7:21**
 - clause, **33:154**

EQUIPMENT

See HARDWARE; SYSTEM ACQUISITIONS

ESCROW

See also SOURCE CODE ESCROW

- Agreement, definition, **33:401**
- Data content, cloud services, **9:30**
 - managed backup and archiving of, **9:31**
- Software, **33:653.50**
- Software Company Share Purchase Agreement, **9:31.30**
- Technology escrow terms, **33:217.65**

ETHICS

See PROFESSIONAL ETHICS

EXPORT

Online purchasing, **4:64**

FACSIMILE

Signatures and counterpart, **33:72**

Transmission by, **33:170**

FRANCHISES

Business conduct licence, **29:12**

Supply agreement, **29:14**

GENERAL CONTRACT PROVISIONS

Acceptable use policy, **33:2**

Acceptance, electronic, **33:94; 33:95**

Adverse circumstances, **33:2.50**

Affiliates, purchases by, **33:80**

Agreement, basic terms, **33:2.70**

Alternative dispute resolution, **33:7.50; 33:8**

Amendment procedures and signatures, **33:153; 33:175**

Approvals, **33:111**

Arbitration, **33:7**

arbitrator's guideline, **33:8**

class action provision, **33:17**

commercial rules, **33:5**

dispute resolution, and, **33:2; 33:9**

rules of procedure, **33:19**

UNCITRAL rules, **33:20**

Assignability by provider, **33:160**

Assignment of IP rights, **33:204**

Attornment, **33:45**

Audit, right to, **33:20; 33:32; 33:96**

licensee, **33:26**

licensor, **33:23**

reciprocal right to verify, **33:31**

service provider, **33:25**

Authority, **33:105**

Auto-renewal, **33:82; 33:173**

Bankruptcy event, **33:35.50**

Benchmarking, **33:29; 33:30**

Brokers, **33:107**

Business downturn, **33:189**

Change in control, **33:161**

agreement not constituting, **33:159**

GENERAL CONTRACT PROVISIONS—Cont'd

- Change orders
 - generally, **33:40**
 - requiring additional compensation, **33:41**
 - requiring additional time/excusable delays, **33:42**
- Changes to work, **33:38**
- Charges, obligations for payment, renewals as a service, **33:42.50**
- Choice of law, **33:43; 33:46; 33:108**
- Click-wrap licences, **33:191**
- Commercially reasonable efforts, **33:109; 33:296**
- Communication, regular, **33:169**
- Complete and entire agreement, **33:73**
- Compliance, **33:45; 33:110**
- Conduct and legal compliance, **33:46**
- Confidential information, **33:46.50; 33:56; 33:58; 33:59**
- Confidentiality of agreement, **33:51; 33:53; 33:54; 33:61**
- Confidentiality of information, **33:47; 33:60**
- Conflict of terms, **33:74**
- Conflicting instruments, **33:104**
- Contra proferentem rule
 - agreement not construed as if prepared by one of parties, **33:62**
 - ambiguities resolved against drafting party, **33:63**
 - not applicable, **33:66; 33:176**
- Contractors, independent, **33:116; 33:117**
- Control, changes in, **33:39**
- Cost of living index, **33:69**
 - provisions construed in accordance with fair meaning, **33:70**
- Counterparts, **33:71**
 - facsimile signature, and, **33:72**
- CPI adjustments, **33:96**
- Cumulative rights, **33:112**
- Customer, most favoured, **33:192**
- Customer satisfaction, **33:190**
- Data covenants, **33:82; 33:83**
- Definitions
 - See DEFINITIONS
- Definitive agreement, **33:74**
- Delay, **33:84; 33:98 to 33:101**
- Disclaimer, **33:90**
 - e-mail, **33:89**
 - intellectual property rights, **33:85; 33:137**
 - nuclear applications, **33:87**
 - social media, **33:91**
 - warranty of, **33:88**

GENERAL CONTRACT PROVISIONS—Cont'd

- Dispute resolution, **33:12**
 - agreement to arbitrate, and class action waiver (US form), **33:91.50**
 - Crown and contractor, **33:34**
 - face-to-face negotiation, **33:9**
 - project leads, escalation to steering committee, mediation, litigation, **33:92**
- Downtime and uptime
 - guaranteed uptime, **33:215**
 - guaranteed uptime adjustment, **33:216**
 - network availability, **33:217**
 - scheduled and unscheduled, **33:214**
- Drone, **33:381.50**
- Drug-free workplace, **33:226**
- Due diligence, **33:93**
- Effect of waiver, **33:223.70**
- Electronic acceptance, **33:94; 33:95**
- Engineering changes, **33:154**
- Entire agreement, **33:75**
- Equipment, changing without incurring additional fees, **33:188; 33:206**
- Errors, typographical, **33:126**
- Ethical standards, **33:97; 33:402**
- Facsimile
 - signature and counterpart, **33:72**
 - transmission by, **33:170**
- Follow-on agreement, negotiation of, **33:194**
- Force majeure (excusable delay), **33:98; 33:99; 33:100.50; 33:101**
- Functionality, preserving rights to, **33:196**
- Funding changes, **33:102**
- Glossary, **33:115**
- Governing law, **33:45; 33:46; 33:127 to 33:132**
- Government subcontract, **33:193**
- Guarantee, personal, **33:122**
- Hazardous materials, **33:133**
- Impact on environment, **33:134**
- Indemnification, **33:120; 33:135**
 - patent and copyright, **33:139**
 - reciprocal, **33:136**
- Information exchange, contractor/subcontractor, **33:203**
- Insolvency, termination upon, **33:221**
- Inspection rights, **33:16**
- Insurance, **33:142**
 - proof of, **33:143**
- Intellectual property rights, **33:458**
 - ownership of proprietary intellectual property, **33:150; 33:151.70**

GENERAL CONTRACT PROVISIONS—Cont'd

- Intellectual property rights, **33:458**—Cont'd
 - representations and warranties, **33:151.50**
 - supplier's retention, in software, **33:151.75**
- Intellectual property services, **33:149**
- Interpretation
 - general, **33:177**
 - non-ambiguity in language, **33:65**
 - order of, **33:179**
 - plain meaning, **33:67; 33:68**
 - usual and customary meanings, **33:64**
- Joint know-how, **33:504**
- Knowledge transfer, **33:465**
- Language, **33:171**
 - information service provider agreement, of, **33:172**
- Lawful purpose, **33:119**
- Laws, **33:466**
- Maintenance costs, controlling future, **33:200**
- Managed services, **33:496**
- Master services agreement for the provision of financial services, **24:4.30**
- Modification of agreement, **33:155**
- Most favoured customer, **33:157; 33:192**
- Neutral construction, **33:178**
- New product, ability to migrate "perpetual" licence, **33:186; 33:205**
- No reliance, **33:158**
- Non-assignability, **33:162**
 - change of control, except in, **33:164**
 - with exceptions, **33:163**
- Non-intention, create a partnership, joint venture, or agency relationship, **33:164.50**
- Non-transferability provisions, **33:103**
- Not-for-resale software licences, **33:158.70**
- Notice
 - e-mail, **33:165**
 - electronic communication, by, **33:167**
 - hand or courier, by, **33:168**
 - personal, courier, fax or registered mail, by, **33:166**
 - under contract documents, **33:166.50**
- Outsourcing of Customer Contact Center, **24:4.50**
- Ownership of work product, **33:145 to 33:148**
 - government ownership, **33:181**
 - institutional reservation of all rights, **33:182**
 - joint development projects, **33:183**
 - reservation of rights by developer, **33:185**

GENERAL CONTRACT PROVISIONS—Cont'd

- Ownership of work product, **33:145 to 33:148**—Cont'd
 - sponsor, **33:184**
- Parties, independent status, **33:118**
- Parties to act reasonably, **33:121**
- Passwords, **33:562**
- Payments to be without deduction or withholding for any taxes, **33:225**
- Personal data, cloud services processing of, **3:45**
- Personal information, **33:79**
 - privacy statement, **33:78**
- Preservation of discount levels, **33:201**
- Preservation of prior licence rights under master licence agreement, **33:195**
- Preventing licensors from involving you in problems, **33:197**
- Preventing unknowing endorsement of vendors, **33:198**
- Proprietary information, **33:56**
- Provider safeguards, **33:77.50**
- Purchase order agreement, **33:209**
- Quiet enjoyment, **33:77**
- Records and inspection rights, **33:16**
- Residency, **3:44; 33:210**
- Response time, **33:125**
- Reverse engineering no other rights of access or use; no transfers, **33:210.50**
- Revision of terms by posting on website, **33:156**
- Right to revise, modify and adapt work product, **33:210.70**
- Risk allocation, **33:211**
- Risk warning, financial products, **33:212**
- Security interest holder limitation, **33:103**
- Service availability, **33:212.50**
- Service level, **33:213; 33:214**
- Software
 - complexity, acknowledgment of, **33:187**
 - copyrighted material, associated terms of use, **33:174.30**
 - no open source contained, **33:174.50**
 - patches, updates or feature upgrades, **33:152**
 - right to use on viable platform, **33:207**
 - source code, **33:152.50**
 - supplier-provided open-source, **33:174**
- Statutes
 - compliance with, **33:140; 33:141**
 - reference to, **33:123**
- Step-in rights, **33:217.50; 33:224**
- Subcontractor
 - authority to engage, **33:106**
 - right to use, **33:124**

GENERAL CONTRACT PROVISIONS—Cont'd

- Substituted new products, **33:202**
- Successors and Assigns, **33:217.70**
- Termination, **33:219**
 - cause, without, **33:222**
 - convenience, for, **33:220**
 - insolvency, upon, **33:221**
 - mutual rights of, **33:218**
- Terms
 - changes to, **33:36; 33:223**
 - changes to, review in relation to effective date, **33:38**
 - revision of, **33:156; 33:180**
- Third party payment processors, **33:223.80**
- Time of the essence, **33:223.50**
 - third-party payment processors, use of, **33:223.80**
- Trademarks, use of, **33:151**
- Typographical errors, **33:126**
- United Nations Convention on Contracts for the International Sale of Goods,
 - exclusion of, **33:43; 33:44; 33:46; 33:114; 33:128**
- Unlawful or inappropriate activity, **33:224.50**
- Use of name and logos, **33:208**
- Vendor bankruptcy (U.S. provision), **33:35**
- Vendors, coordination with other, **33:113**
- Workplace Safety and Insurance Board coverage, proof of, **33:144**

GOOD FAITH

- Definition, **33:423.50**
- Parties to act in, **33:126.50**
- Parties to act reasonably, **33:121**

GOVERNMENT

- Authority, definition, **33:425**
- Digital marketplace
 - commentary, **6:32**
 - comprehensive terms for complex or high value procurement, master agreement, **6:33**
- Federal, commentary, **6:31**
- Geographical Information Systems, **2:26.30**
- Municipal agreements
 - commercial off-the-shelf software licence and service agreement, **6:8**
 - confidentiality provision, **6:12 to 6:14**
 - COTS agreement, **6:8**
 - equipment and software procurement, **6:7**
 - expression of interest provision, **6:11**
 - governing law, **6:17**

GOVERNMENT—Cont'd

Municipal agreements—Cont'd

- implementation and sharing of municipal-related geographic information systems, **6:23.50**
- indemnification, **6:18**
- insurance requirements, **6:16**
- merchandise licence, **6:25**
- MFIPPA, definition of, **3:6**
- multi-participant municipal alliance, **6:23.50**
- ownership of materials provision, **6:12**
- patent rights assignment, **6:23**
- proponent disclosure under MFIPPA, **6:15**
- request for proposal, **6:2; 6:3**
 - integrated hardware and software, **6:4**
 - privacy obligations municipal, RFP, **3:13**
 - terms and conditions, **6:5; 6:6**
- request for quotation, **6:9**
- submission of vendor's standard form, request for, **6:21**
- system implementation agreement, **6:10**
- trade mark licence, **6:24**

Provincial agreements

- commercial off-the-shelf terms and conditions, **6:29**
- request for proposals, ehealth Ontario, **6:30**
- standing offer agreement, **6:28**
 - request for, **6:27**

Subcontract clause, **33:192**

HARDWARE

- Client relationship agreement for machines, **7:4**
- Data and proprietary rights in, **7:12**
- Definition, **33:429**
- Engineering changes, **7:21**
- Equipment
 - acceptance of, **7:9; 7:10**
 - certification of, **7:20**
 - installation and acceptance of, **7:10**
 - installation and site preparation, **7:13**
 - master purchase agreement, **35:4**
 - title to, **7:17**
- Follow-on agreement, negotiation, of, **7:23**
- General sale agreement, **7:2**
- Insurance, **7:18**
- Leasing from hardware manufacturer
 - See LEASES
- Loss, risk of, **7:9**

HARDWARE—Cont'd

- Maintenance
 - agreement, **22:1**
 - customer service agreement, **7:24**
 - modification to agreement, **22:3**
- Patent indemnity, **7:8**
- Price protection period, **7:16**
- Purchase agreement, **35:4**
 - customer's volume, **7:3**
- Site preparation, **7:13; 7:14**
 - failure by customer to prepare, **7:15**
- Upgrades, **7:11**
- Warranty
 - limited, **7:6**
 - maintenance and, **7:5**
 - performance of services, **7:22**
 - registration card, **7:7**

HOSTING AGREEMENTS

- Confidential information, **4:161**
- Corporate, **4:150**
- Customer service, **4:155**
- General, **4:148**
- Provider, **4:151**
- Services, **4:156; 4:157**
 - and, **4:158**
 - customer, **4:155**
 - master professional services agreement, **24:8:10**
 - service level agreement, **4:162**
 - service order master terms web analytics, **4:162.70**
- Sign-up plan, **4:153**
- Software, **4:162**
- Terms and conditions, **4:154**
- User content, **4:161**
- Virtual, **4:152**
- Web-based access, **4:149**
- Website and professional services, master services agreement, **4:162.50**
- Website portals and hosting and related facilities services, master services agreement, **4:162.60**

INDEMNIFICATION

- E-commerce clause, **4:87**
- General clause, **33:135**
 - reciprocal, **33:136**
- Lease clause, **12:18**

INDEMNIFICATION—Cont'd

- Source code escrow, with, **25:7**
- Systems acquisitions, for breach of terms, **13:49**

INDEPENDENT CONTRACTOR

- Consulting, **23:11**

INFRASTRUCTURE AND REMOTE ACCESS AGREEMENTS

- Ground lease and wireless telecommunications agreement, **15:18**
- Installation agreement, building and rooftop antenna, **15:20**
- Service agreement, wireless internet, **15:19**

INNOVATION POLICY

- Agreement re intellectual property, **1:63**
- Confidentiality, **1:64**
- Disclosure form, **1:64**
- Enterprise applications management, information collection guidelines, **1:62**
- Innovation and intellectual property policy, **1:60**
 - private healthcare facility, **1:6**
- Intellectual property principles, **1:59**
- Proposed policy, **1:61**
- Public agency, **1:60**
- Sample questionnaire and responses, **1:61**

INSURANCE

- Clause, **33:142**
 - proof of, **13:17; 33:143**
 - various risks, **13:16**
 - WSIA coverage, proof of, **13:18**
- Government procurement provision, **6:25**

INTELLECTUAL PROPERTY ASSETS

- See also CONFIDENTIALITY AGREEMENTS; NON-DISCLOSURE AGREEMENTS
- Asset purchase
 - See ASSET PURCHASE
- Checklist, **1:1; 1:1.50**
 - legal due diligence, **1:1.70**
- Confidential information
 - contractual obligations, and, **1:20**
 - definition of, **1:8; 1:9**
 - innovation disclosure form, **1:64**
 - obligations regarding, and, **1:18**
 - recital regarding, **1:23**
 - return of, **2:10**
 - statement of, **1:19**
- Confidential materials, definition of, **1:12**

INTELLECTUAL PROPERTY ASSETS—Cont'd

- Confidentiality
 - definition of, **1:11**
 - medical records, disclosure prohibitions, **1:10**
 - obligations, **1:17; 1:19**
- Copyright
 - acknowledgments, **1:22**
 - assignment of, **1:33 to 1:35**
 - compilation, content copyrighted as, **4:98**
 - content
 - compilation, copyrighted as, **4:98**
 - separately, copyrighted as, **4:98**
 - warranty, **4:97**
 - division of rights, **4:95**
 - information, **4:104**
 - infringement, notices of (US form), **1:55**
 - infringement claims, **4:96**
 - infringing site content, **1:16**
 - licensed materials, **4:94**
 - notice, **4:99**
 - notice and procedure, **8:154**
 - other rights, and, **4:103**
 - ownership of, **4:109**
 - pending of, notice, **4:108**
 - permissions, **4:106**
 - obtaining, **4:107**
 - protections, **4:272**
 - publications, **1:36**
 - reservation of rights, **1:22; 4:93**
 - software-related IP rights, confirmatory assignment, **1:35.50**
 - statements, **4:92**
 - subcontractor/subcontractor's employees, assignment by, **1:35**
 - third party permission to use on website, **4:198**
 - use of material, **4:110**
 - warranty of content, **4:97**
 - website, protection of, **4:276; 4:280**
- Data protection agreement, **1:7**
- Definition, **33:457**
- Disclaimer, **4:75**
- Employee proprietary information and inventions agreement, **1:58**
- Innovation and intellectual property policy (private healthcare facility), **1:6**
- Master intellectual property assignment agreement, **1:38**
- Moral rights, waiver of
 - consultant, by, **1:31**

INTELLECTUAL PROPERTY ASSETS—Cont'd

- Moral rights, waiver of—Cont'd
 - corporation, by, **1:33**
 - creator, by, **1:28**
 - creator's, by, **1:29**
 - customer, by, **1:30**
 - employee, by, **1:32**
 - individual, by, **1:34**
- Notices, **4:105**
- Organizational intellectual property
 - See INNOVATION POLICY
- Ownership rights
 - acknowledgment of, **1:42**
 - American, **1:21**
 - between client and service provider, **1:18.50**
 - covenants of, **1:39**
 - notice, **4:109**
 - pre-existing deliverables, **1:43**
 - residuals
 - information, **1:49**
 - “residuals” and limited authorization re future use, **1:48**
 - retention and use, **1:50**
 - restrictions relating to, **1:44**
 - searched or retrieved documents, **1:45**
 - software and data, in, **1:41**
 - third-party components, **1:46**
 - website, **4:275**
- Patent rights assignment, **6:23**
- Pending, notice of, **4:108**
- Permission to use, **4:106; 4:107**
- Policy statement, **1:2; 1:3**
- Portal agreement provision, **4:121**
- Preservation of, **4:61**
- Proprietary elements, definition and ownership of, **4:273**
- Proprietary markings, software, **8:99**
- Proprietary rights
 - agreement (consultant), **2:30**
 - definition of, **1:13; 1:14**
 - licensee, of, **1:27**
 - software supplier, of, **1:26**
 - statement, website, **1:15**
- Publications
 - permission to reproduce, **1:37**
 - restrictions on, **1:36**

INTELLECTUAL PROPERTY ASSETS—Cont'd

Releases

- parental, **1:53**
- service provider, work order request, **1:54**
- student, **1:52**

Representations and warranties, **1:51; 30:6**

Residuals

- definition, **1:47**
- information, **1:49**
- retention and use, **1:50**

Software rights, **8:112**Sublicence agreement, geographical limitations, **1:28**Submissions not to infringe intellectual property rights, **4:234**Technology assignment, **31:7**

Trade mark

- acknowledgments, **1:22**
- copyright information, and, **4:103**
- licence, **1:40; 4:101; 6:24**
- notice, **4:105**
- ownership notice, **4:109**
- ownership provision, **1:25**
- pending, notice of, **4:108**
- permission to use, **4:106**
 - obtaining, **4:107**
- reciprocal rights, **4:102**
- reservation of rights, **1:22**
- usage policy, **4:100**
- use of, **4:110**
 - trademark and associated intellectual property policy, **1:25**

Trade secret protection agreement, **1:4****INTELLIGENT COMMUNITIES**Checklist, free public wi-fi network, smart city contract, **18:2**Checklist, master services agreement, **18:1.70**Commentary, **18:1**Fibre optic communications system, granting and usage agreement, **18:4**Intelligent cities living model, memorandum of agreement, **18:3**Smart city, definition, **18:3.50**Terms and conditions for incorporation into service agreements, **18:1.30****INTERNET**

See also E-COMMERCE; WORLD WIDE WEB

Chat rooms

- conditions of participation, **4:226**
- message content, **4:227**

INTERNET—Cont'd

- Chat rooms—Cont'd
 - prohibition, **4:223**
- Co-location agreement, **4:197**
- Conduct online, **4:235; 4:281**
- Copyright infringement, **4:99**
- Copyright permission of third party, **4:198**
- Credentialed brokerage services, **4:192**
- E-mail
 - addresses and passwords, service provider's termination rights, **4:178**
 - communications not privileged, **4:224**
 - conditions of participation, **4:226**
 - ethical marketing practices, **4:228**
 - notice by, **33:165**
 - right to paste online documents onto, **4:298**
 - right to restrict unsolicited mailing, **4:225**
- EULA, right to modify, **4:189**
- Guest access terms of use, **4:126**
- Internet service provider subscriber agreement terms, conditions and billing policies, **4:177.30**
- Linking agreement
 - See LINKING AGREEMENTS
- Links to other sites, **4:129; 4:131; 4:132**
- Links to third party sites, **4:130**
- Penetration testing services, schedule to customer terms, **4:196.50**
- Restricted activities, **4:190**
- Search engines, submission to, **4:277**
- Service agreement, **24:13**
 - infrastructure installation, and, **4:196**
- Service level agreement, **4:195**
- Service usage guide, **4:180.50**
- Terms and conditions of service, high-speed internet access, **4:179**
- Terms of service, automatic renewal subscription, subscription plans for families (optional), **4:177.50**
- Terms of service, customer access (electronic publications), **4:180**
- Terms of service, merchant's checkout, **4:176.50**
- Use of services
 - prohibition on, **4:177**
- User agreement, **4:170; 4:188; 4:188.30; 4:188.35; 4:188.50; 4:188.70**
- Website, access to
 - acceptance of terms, **4:176**
 - access agreement, **4:172**
 - accessibility and use for procuring specified services, **4:197.80**
 - activation of site, terms and conditions, **4:182**

INTERNET—Cont'd

- Website, access to—Cont'd
 - applicable laws, **4:184**
 - attorney advertising disclaimer, **4:191**
 - member's conduct, **4:174**
 - ownership rights in materials, **4:185**
 - policy statement, **4:181**
 - portal agreement
 - content, licensing and intellectual property provisions, **4:121**
 - services agreement, **4:121**
 - public access terms and conditions, **4:172**
 - subscription agreement, **4:164**
 - Internet access services, **4:165**
 - reblogging restrictions, **4:229**
 - terms and conditions, **4:177; 4:193**
 - use policy, and, **4:166**
 - terms and conditions (international e-commerce), **4:197.80**
 - usage, **4:183**
 - communication services, **4:230**
 - service provider's rules of, **4:186**
 - user agreement, **4:169; 4:187**
- Website terms of use
 - control of personal, company and associated public data, **4:197.70**
 - copyright and intellectual property policy, **4:197.50**

INTERNET ACCESS POINTS

- Commercially furnished, **16:6**
 - end user agreement, conference centre, **16:6, 16:7**
 - terms and conditions of use, shopping centre, **16:8**
 - third party WiFi (limited access), **16:11**
 - WiFi guest account (lounge), **16:9**
 - WiFi service (public usage terms and conditions), **16:13**
 - WiFi terms (hotel), **16:18**
 - WiFi terms of service (store), **16:10**
 - WiFi terms of use, **16:16**
 - WiFi terms of use, market centre guest network, **16:17**
 - WiFi terms (restaurant), **16:19**
 - wireless/highspeed internet connection, **16:12**
- Publicly furnished, **16:1**
 - access policy, library, **16:4**
 - terms and conditions of use
 - city facilities, **16:2**
 - city library, **16:1**
 - hospital, **16:3**
 - public facility, **16:15**

INTERNET ACCESS POINTS—Cont'd

- Publicly furnished, **16:1**—Cont'd
 - wifi terms of service, transit authority, **16:5**
- Smart City (Provision of Wireless Services), **33:217.30**

INTERPRETATION

- Contra proferentem rule not applicable, **33:176**
- Neutral construction, **33:178**
- Order, **33:179**
- Order of precedence, **33:180.50**

JOINT VENTURES

- Checklist, **24:1.70, 27:1**
- Commercialization licence, exclusive, **27:10**
- Cross-border with right of first refusal, **27:9**
- Letter of intent, **32:5**
 - non-binding, **27:6**
- Outline(s) for a joint venture agreement for software development (cloud-based artificial intelligence applications), **27:7.30**
- Outline(s) for a joint venture agreement for software development (cloud-based artificial intelligence applications) (alternate), **27:7.50**
- Software development, **8:78; 16A:8; 16A:8.50; 24:1.70; 27:1; 27:7; 27:7.30; 27:7.50; 27:8; 27:12**
- Strategic relationship agreement, **27:8.50**
- Technology transfer agreement, **27:3**
- Term sheet, **32:14**
 - non-binding, **32:11**

LANGUAGE

- General clause, **33:171**
- Service provider, of, **33:112**

LEASES

- Acceptance certificate, **12:6**
- Appointment of lessor as attorney, **12:25**
- Assignment by lessor and lessee, **12:19**
- Assignment of title to leasing company, **12:5**
- Corporate waivers, **12:27**
- Covenants, survival of on assignment or subcontracting or on change of control, **33:217.60**
- Covenants, survival of on financing the acquisition, **12:29**
- Defects of equipment, **12:30**
- Delivery, **12:15**
 - acceptance certificate, and, **12:6**
- Equipment defects, **12:30**
- Equipment lease, **12:1; 12:2**
 - maintenance provision, with, **13:21**

LEASES—Cont'd

- Financial statement, **12:24**
- Hardware manufacturer, from
 - alterations and use, **12:9**
 - assignment, **12:8**
 - credit information, **12:11**
 - master equipment lease, **12:1; 12:2**
 - price protection period, **12:12**
 - substitution of equipment, **12:10**
 - taxes, **12:14**
 - title, **12:7**
- Hardware rental agreement with software licensing provisions, **12:4**
- Hell or high water clause, **12:11**
- Identifying marks, **12:20**
- Indemnity, **12:18**
- Liens, encumbrances, other rights, **12:17**
- Obligations of lessee, unconditional, **12:11**
- Purchase order, acknowledgment of, **12:22**
- Representations and warranties, lessee, **12:23**
- Signing of agreement, original, counterparts, **12:26**
- Taxes, **12:14**
 - withholding, **12:28**
- Title assignment to leasing company, **12:5**
- Use, **12:16**
- Warranties, **12:13**

LETTERS OF INTENT

- Confidentiality agreements, separate execution of, **32:4**
- Definitive agreement, clause, **32:18**
- Joint development of software program, **32:6.50**
- Joint venture, **32:5**
- Services, for, **32:2 to 32:5**
- Share or asset and IP purchase, **32:9**
- Share purchase, **32:7; 32:8**
- Software licensing arrangement, **32:10**
- Strategic partnership for software development and marketing, **32:6**

LICENCES

- See also SOFTWARE
- Agreement, definition, **33:471**
- Business conduct licence, **29:12**
- Cloud services, **9:9**
- Commercial content website
 - access to, **8:148**
 - compliance terms, **8:151**

LICENCES—Cont'd

- Commercial content website—Cont'd
 - content ownership and licence, **8:152**
 - non-commercial use, **8:150**
 - use restrictions, **8:149**
- Commercialization, exclusive, **27:10**
- Corporate intranet server, **4:220**
- Database access
 - content provider, **4:210**
 - directory data prohibitions, **4:213**
 - limitations of liability and warranties, **4:215**
 - news service subscription agreement, **4:209**
 - registration agreement, **4:211**
 - restrictions on use, **4:212**
 - subscriber agreement, **4:214**
 - warranties and limitations of liability, **4:215**
- Development agreement, licence to buyer, **8:80**
- Distributor, **28:4**
- End-user agreement, **4:169.50; 4:222; 4:222.50**
 - definition, **8:143**
 - downloaded software, **4:208**
 - e-content, **14:9**
 - evaluation, activation and, **8:16**
 - perpetual, **8:31**
 - software, **8:47.50**
 - terms and conditions, **8:5.30**
 - U.S. form, **8:5.50**
 - utility application, **8:47.70**
- Evaluation of products
 - beta test agreement, **4:206**
 - CD-ROM and related website services, **4:207**
 - licence, **4:203; 4:204**
 - not for resale software license agreement, standard terms and conditions, **4:205.50**
 - permitted uses and restrictions, **4:205**
 - shareware, **4:201**
 - software, **4:202**
- Limited website links, for, **4:219**
- Merchandise licence agreement, **6:25**
- Perpetual end user licence agreement, **8:31**
- Prohibition on use of images, **8:100**
- Reseller branding, **29:6**
- Server licence, **8:111**
- Site licence agreement, **8:11; 8:12**

LICENCES—Cont'd

- Software, downloading of
 - acceptance constituted by, **4:216**
 - computer program notice, **4:218**
 - distribution of material on “as is” basis, **4:217**
- Software key, **33:654**
- Software licence agreement
 - See SOFTWARE
- Sublicence, **8:67; 8:68; 28:4**
- Subscription licence agreement, **8:30**
- Supplier licence agreement, **8:4**
- Trade mark licence agreement, **1:40; 4:100; 6:24**
- Trialware, **8:17**
- Website
 - creative commons licence, **4:193**
 - licence grant to upload/download, **4:193**
 - limited licence for links, **4:219**
 - terms and conditions, **4:221**

LINKING AGREEMENTS

- Affiliate
 - agreement, **4:123**
 - program, **4:122**
- Brief statement, **4:114**
- Confidentiality, reciprocal, **4:266**
- Content restrictions, **4:127**
- Interactive features, use and restrictions on, **4:136**
- Interim, **4:115**
- Internet, **4:118**
 - sites, clause, **4:129**
- Liability for third parties, **4:130**
- Linking policy, **4:135**
- Mutual promotion provisions, **4:295**
- Organization and its members, between, **4:117**
- Privacy commitment to guests and customers, **4:129.50**
- Simple form, **4:113**
- Terms and conditions, **4:116; 4:128**
- Third party sites, **4:131**
 - channels, and, **4:134**
- Trade mark restrictions, with, **4:119**
- Website, **4:111; 4:112**
 - clause, **4:132**

MAINTENANCE AND SUPPORT

- Consulting, installation, customization, configuration and maintenance, **23:10**

MAINTENANCE AND SUPPORT—Cont'd

- Corporate IT manager, consulting agreement, **23:15**
- Definition, **33:492**
- Development agreement, and, **22:7**
- Equipment lease or purchase with maintenance agreement, **13:21**
- Hardware
 - manufacturer's agreement, **22:1**
 - supplier's agreement, modification to, **22:3**
 - work authorization agreement, **22:2**
- Internet service agreement, **24:13**
- Professional services, **23:6**
 - negotiated, **23:7; 23:8**
- Service provider's agreement, **23:9**
- Software, maintenance and related services, **6:10**
- Software, supplier's agreement, **22:4**
 - letter form, **22:5**
 - premium, **22:6**
 - provisions, **22:5.50**
- Software maintenance licence, **22:8**
- Technical support services
 - agreement, **22:11**
 - infrastructure maintenance, **22:16**
 - level three service, **22:13**
 - master license and services agreement, **24:7.50**
 - professional services and intellectual property rights, **24:7**
 - remote support, **22:12**
 - third party provided support, **24:5; 24:7**
 - master agreement, **24:2; 24:11**
 - schedule, **22:9**
 - work order, **22:10**

MANAGED OPERATIONS

- Information technology solutions and processing services agreement, **20:22**
- Network management agreement, **20:17; 20:17.50**
- Service agreement, **20:14; 20:15**
- Services advisory committee, **20:16**
- Specified services, initiation and categorization of additional, **20:23**
- Standard of care, compliance with laws, record keeping, audit rights, personnel, training, and disaster recovery, **20:24**

MASTER SERVICE AGREEMENTS

- Digital service agreement, (SaaS), **24:8.40**
- Master service agreement
 - business process, **24:12**
 - checklist, **24:0.50, 24:1, 24:1.70**

MASTER SERVICE AGREEMENTS—Cont'd

Master service agreement—Cont'd

- commentary, **24:0.30**
- consulting, software development, related services, **24:8.50**
- consulting or technical support services (Asia Pacific Region), **24:3**
- customer data collection, management and use terms of use, **24:8**
- data centre, **24:10**
- data protection addendum and acceptable use policy, **24:8.30**
- design build engagement, **24:6.50**
- electronic records, storage of, **24:9**
- for the provision of financial services, **24:4.30**
- generally, **24:2; 24:2.50; 24:11**
- information technology transformation services, **24:8.70**
- professional services and intellectual property rights, **24:7**
- SaaS contracted services, **24:4**
- statement of services, **20:12.80**
- technical, developmental and engineering, IT Facilities Management Centre, **24:6**
- terms and conditions, **24:13**
- third party provided support, **24:2; 24:5**

MEMORANDA OF UNDERSTANDING

- Collaboratively maintain, update, improve specified geospatial sets, **32:17.50**
- General, **32:15**
- Groundwork for shareholder agreement for company that will be incorporated to establish joint venture, **32:16A**
- Project bid, **32:17**
- Promote and sustain market for designated product/services, **32:16**

METAVERSE

- Commentary, **28B:1**
- Joint venture memorandum for development and commercialization of products, **28B:4**
- Terms of use agreement (European website), **28B:3**
- Use of services engine, platform and contents, **28B:2**

MOBILITY AGREEMENTS

- Bring your own device checklist, **15:17**
- Broadband services uncapped wireless services offering, **15:4**
- Commentary, **15:16**
- Customer agreement, voice and data, **15:1**
- Digital proof of auto insurance, **15:5.50**
- End-user license agreement, for mobile devices, **15:1.50**
- Enterprise customer agreement, **15:2**
- General, **15:1**
- Mobile application (auto insurance policy), **15:5**

MOBILITY AGREEMENTS—Cont'd

- Partner Alliance Program, term sheet, **15:3**
- Policies and limitations
 - business user, acceptable use by, **15:14**
 - cell phone use in workplace, **15:11.30**
 - commentary, **15:9**
 - customer, acceptable use by, **15:10**
 - employee cell phone, **15:11.70**
 - liability exclusions, **15:15**
 - mobile device, acceptable use policy for, **15:11**
- Terms and protocols, **15:6**
 - arbitration protocol, **15:8**
 - small business, service terms for, **15:7**
 - terms and conditions, for handheld devices, **15:1.30**
 - website user terms, associated, **15:6**

MOBILITY SERVICE PROVIDER

- See also MOBILITY AGREEMENTS; INFRASTRUCTURE AND REMOTE ACCESS AGREEMENTS; VOICE OVER IP
- Service agreement, acceptable use policy forming part of, **15:12; 15:13**

MORAL RIGHTS

- See INTELLECTUAL PROPERTY ASSETS

NON-DISCLOSURE AGREEMENTS

- Business, **2:14; 2:15**
 - non-public, **35:2**
- Commentary, **2:1**
- Confidential information, **2:28**
- Confidentiality agreement
 - See CONFIDENTIALITY AGREEMENTS
- Discloser's perspective, **2:16**
- Employee, by, **2:2**
- Mutual, **2:20**
 - non-disclosure agreement, **2:21; 2:23; 35:3**
 - non-disturbance, and, **2:26**
- Non-circumvention and non-competition agreement, **2:27**
- Proprietary rights agreement (consultant), **2:30**
- Reciprocal obligations, **2:19**
- Simple, **2:25**
- Software evaluation, **2:29**
- Source code escrow agreement, **25:7**
- Subcontractors, **2:17**
- Three party, **2:24**

NOT-FOR-PROFIT

Terms of service, **4:7**

NOTICE

E-mail, **33:165**

Electronic communications, by, **33:166**

OEM

Checklist, **28:13**

Device usage, **28:17**

Licence agreement

 bundled software products, **28:15**

 derivative product, **8:86; 28:16**

Reseller agreement, **28:5; 28:14**

Software design acknowledgment, **28:18**

OPTIONAL CLAUSES

Data ownership and rights, **32:22**

Definitive agreement affirmation, **32:19**

Definitive agreement (good faith negotiations), **32:18**

Financial obligations and commitments, **32:21**

Modifications, **32:24**

Operating plan (statement of work/work plan), **32:20**

Period of agreement, **32:23**

ORGANIZATIONAL INTELLECTUAL PROPERTY

See INNOVATION POLICY

ORIGINAL EQUIPMENT MANUFACTURERS

See OEM

OUTSOURCING

Checklist, **20:1.50**

Cloud services, **20:12.30**

Consent agreement, **20:6**

General agreement, **20:2; 20:3**

 consultant rendering services, **20:5**

 U.S. form, **20:4**

Governance provisions, **20:12.50**

Information technology, **20:10**

Licence agreement, integrated payment processing, **20:7.50**

Licence agreement, third party outsourcing option, **20:11**

Master agreement for business process, **20:12.25; 20:12.70**

Network management agreement, **20:12**

Provision of products on turnkey basis, **20:9**

Services agreement, **20:8**

Strategic services agreement, **20:7; 20:7.30**

PERSONAL INFORMATION PROTECTION AND ELECTRONIC DOCUMENTS ACT (CANADA) (PIPEDA)

- Compliance with, **3:10**
- Consent under, **3:9.50**
- Definition, **3:4**
 - abandonment of use, **3:8**
- Obligations under, **33:79**

PIPEDA

- See **PERSONAL INFORMATION PROTECTION AND ELECTRONIC DOCUMENTS ACT (CANADA) (PIPEDA)**

PLAIN LANGUAGE DRAFTING

- Master equipment purchase agreement, **35:4**
- Master services agreement, **35:6**
- Master software and services agreement, **35:5**
- Non-disclosure agreement
 - non-public business information, **35:2**
 - reciprocal, **35:3**

PORTAL AGREEMENTS

- Content licensing and intellectual property extracts, **4:120**
- Services, **4:120**

PRIVACY AND PROTECTION OF PERSONAL INFORMATION

- Content provider, **3:39**
- EU general data protection regulation (GDPR)
 - data processing addendum, **3:60**
 - non-sensitive information, storing and accessing, **3:61.50**
 - privacy policy (U.S. provision), **3A:11**
- Exculpatory provisions, **3:45**
- Healthcare
 - information network providers, **3:14**
 - Personal Health Information Protection Act
 - definition, **33:555**
 - personal information, definition of, **3:3**
 - pledge, **3:15**
 - provider requirements, **3:16**
- Information storage in foreign jurisdictions, subject to disclosure laws, of, **3:11**
- MFIPPA, definition of, **3:6**
- Municipal Freedom of Information and Protection of Privacy Act, definition, **3:6**
- Municipal obligations, RFP, **3:13**

PRIVACY AND PROTECTION OF PERSONAL INFORMATION**—Cont'd**

Personal information

definition

Municipal Freedom of Information and Protection of Privacy Act, **3:3**Personal Health Information Protection Act, **3:3**Personal Information Protection and Electronic Documents Act (Canada) (PIPEDA), **3:4**abandonment of use, **3:8**policy, **3:30**protection and sharing of personal information policy, **3:41.50**security measures to protect, **3:50**vendor's covenant, **3:12**

PIPEDA

See PERSONAL INFORMATION PROTECTION AND ELECTRONIC DOCUMENTS ACT (CANADA) (PIPEDA)

Policies

changes to, **33:199.50**cloud services, **9:8**commercial off-the-shelf software, **8:64**company, **3:51**cookies, and, **3:28.30; 3:28.50; 3A:6**customer, **3A:4**general, **3:21 to 3:23**informed consent, **3:25**institutional, **3:36**members and subscribers, **3A:9**merchant's, **3A:8**messenger services, **3:37.50; 3A:5**online shopping, **3:37**personal information, regarding, **3:30; 3:33; 3:33.50; 3A:7**short form, **3:24**software, compliance with, **3:9**statement of privacy policy, **3:25.30**subscriber agreement and privacy policy, **3:38.50**website, **3A:3**not-for-profit, **3A:1**provider, **3:34**Security and privacy policy (messenger services), **3:37.50**Security measures, **9:71.50**Security statement, **3A:9**

Service provider

policy, **3:33; 3:35.50**privacy practices, online, APEC, **3:61**

PRIVACY AND PROTECTION OF PERSONAL INFORMATION

—Cont'd

- Service provider—Cont'd
 - rights and restrictions, general, **9:24.50**
- Software policy, compliance with, **3:9**
- Statement, **33:78**
- Subscriber agreement and privacy policy, **3:38.50**

PROFESSIONAL ETHICS

- Accessibility for Ontarians With Disabilities Act, **34:5**
- Accessibility for persons with disabilities, **34:4**
- Business conduct policy, **34:1**
- Code, **34:2**
- Global accessibility policy (preventing and removing barriers persons with disabilities), provider's, **34:6**
- Principles, **34:3**
- Published policy, providers, **34:1**

PROPOSAL

- See REQUEST FOR PROPOSAL

RELEASES

- Parental, **1:53**
- Student, with waiver, **1:52**

REQUEST FOR PROPOSAL

- Definition, **33:620**
- Exclusive teaming agreement, with, **6A:5**
- General form, **13:3 to 13:5**
- Insurance
 - proof of, **13:17**
 - various risks, **13:16**
 - WSIA coverage, proof of, **13:18**
- Local government procurement provisions, **6:2**
- Municipality, **6:3**
 - integrated hardware and software, **6:4**
 - privacy obligations, **3:13**
 - request for proposal, municipal RFP, **3:13**
- Prime and subcontractor teaming agreement, **6A:6**
- Prime contractor responsibilities, **13:10**
- Prime supplier requirements, **13:11**
- Proponent, failure or default, **13:13**
- Publicity, **13:14**
- Vendor's acceptance of contract terms (U.S. form), **13:9**
- Website development, **4:146**

RESELLER AGREEMENTS

See VALUE-ADDED RESELLER AGREEMENTS

RFP

See REQUEST FOR PROPOSAL

RISK ALLOCATION

Generally, **33:15**

SALES

Distribution and, agreement, **29:13**

Manufacturer's representative agreement, **29:1; 29:8**

American company, **29:3**

exclusive, **29:5**

short form, **29:2**

Reseller branding authorization, **29:6**

SECURITY

See PRIVACY AND SECURITY

SEVERABILITY

Generally, **33:19**

SHARE PURCHASE

Audit of purchased assets, **30:5**

General agreement, **30:2; 30:3**

Intellectual property, representation and warranties, **30:6**

Records, access to, **30:4**

SOCIAL MEDIA AGREEMENTS

General terms of use (municipality), **5:4**

Privacy policy, **3A:2**

Provision of services agreement, **5:3**

User agreement, **5:1**

SOFTWARE

Acceptance of, **8:119**

Access to, **8:144**

Acquisition of, **8:24**

Activation notice, **8:116**

Anti-virus warranty, **8:128**

Applications, unique, definitions, **33:717**

Asset purchase, **31:1**

Assignment, **8:136**

Backup, duty to, **8:145**

Beta test site agreement, **8:13; 8:14**

Business partnership authorization agreement, **8:72**

SOFTWARE—Cont'd

- Commercial software products
 - See COMMERCIAL OFF-THE-SHELF SOFTWARE
- Confidentiality, **8:134; 8:135**
- Conversion guide, **8:127**
- Copyright
 - patent, and, indemnity, **8:124**
 - permission of third party to use their material, **4:198**
- COTS
 - See COMMERCIAL OFF-THE-SHELF SOFTWARE
- CPU serial number, **8:126**
- Customer feedback, licence to use, **8:137**
- Dangerous environment, restrictions on use, **8:105**
- Datasets, open access
 - BC licence, **11:5**
 - BC policy, **11:4**
 - federal government, open government licence, **11:6**
 - Regional Municipality of York, principles and licence, **11:1**
 - Toronto policy, **11:1**
 - Toronto use provisions, **11:2**
- Definition, **33:650**
- Development agreement, **8:84**
 - Application Programming Interface (API) and, **8:84.20**
 - consulting services, and, **8:81**
 - database, **8:77**
 - delivery and acceptance testing, **8:90**
 - domestic-foreign business alliance, **8:79**
 - independent contractor service agreement, **8:85**
 - integration licence, **8:89**
 - joint, **8:78; 8:83**
 - mobile application software, **8:33; 8:34**
 - OEM derivative product, **8:86**
 - ownership retained by developer, **8:80**
 - service, and, **8:82**
 - software support integrated, **22:7**
 - specification agreement, **8:75; 8:76**
 - strategic relationship agreement, **8:84.50**
 - vendor's assignment, **8:91**
- Distribution agreement, **8:70, 8:70.50**
 - business partnership authorization agreement, **8:72**
 - commercial exploitation, **8:73**
 - royalty agreement, and, **8:71**
- Distribution subject to restrictions, **8:141**

SOFTWARE—Cont'd

- Downloading of
 - See WORLD WIDE WEB
- Education and training, **8:125**
- End-user licence agreement, **4:208; 4:222**
- End users, American government, **8:130**
- Evaluation agreement, **8:92**
 - engagement letter, **8:96**
 - independent review, **8:97**
 - licence, **4:202 to 4:204; 8:95**
 - non-disclosure, **2:29**
 - software as a service, **8:93**
 - time limited software, **8:94**
- Filtering, **4:287**
- Information on cloud computing, request for, **13:2**
- Installation services, **8:127**
- Intellectual property rights, **8:112**
- Licence agreement, **8:70.50**
 - beta test site agreement, **8:13**
 - client and server, **8:10**
 - cloud hosted service, **9:19**
 - development kit agreement, **10:6**
 - end user, **8:16**
 - definition of, **8:143**
 - general, **8:7; 8:28**
 - grant, of, **8:101**
 - differentiation of systems, clause specifying, **8:108**
 - intellectual property limitation, on, **8:104**
 - non-commercial use, **8:103**
 - hardware, accompanying
 - operation on, **8:32**
 - warranty, **8:32**
 - installation agreements and settings, **8:153**
 - international program licence agreement, **8:6**
 - letter of intent, **32:10**
 - maintenance and support, **8:25**
 - market and sub-licence anywhere in territory, exclusive, **29:4**
 - OEM agreement, derivative product, **8:86**
 - perpetual end user, **8:31**
 - product use and development, **8:27**
 - prohibition on use of images, **8:100**
 - right-to-update (multi-use), **8:15**
 - services
 - and, **8:19 to 8:21; 8:25**

SOFTWARE—Cont'd

- Licence agreement, **8:70.50**—Cont'd
 - services—Cont'd
 - limitations on, **8:142**
 - single use, **8:8**
 - site agreement, **8:11**
 - comprehensive, **8:12**
 - subscription agreement, **8:30**
 - trial period, **8:140**
 - supplier's agreement, **8:4; 8:5**
 - support, and, **8:22; 8:23**
 - territorial hosting license agreement for gaming platform, **8:27.50**
 - third party content, **4:200**
 - trialware, **8:17**
 - update agreement, right to, **8:15**
 - user oriented, **8:29**
 - vendor oriented, **8:9**
 - Maintenance and support, **6:10; 8:25; 8:121; 22:8**
 - Malicious code, disabling code, **33:152.70**
 - Modifications and use, **8:115**
 - Modify, permission to, **8:118**
 - New, **33:157.50**
 - Non-commercial use, **8:103; 8:110**
 - Open source
 - commentary, **10:1**
 - creative commons, **10:3**
 - definition, **33:545**
 - GNU general public license, **10:2**
 - intellectual property representations, **8:66**
 - perpetual licence, **10:4**
 - proprietary software, in combination with, **8:65**
 - submissions and intellectual property rights, **10:5**
 - terms of service, development kit license agreement, **10:7**
 - terms of service under creative commons licence (U.S. form), **10:6**
 - Patent and copyright indemnity, **8:124**
 - Proposal, request for, **13:3**
 - Proprietary markings on documentation, **8:99**
 - Purchase grant, **8:133**
 - Representations and warranties, **8:132**
 - Restricted rights, American government, **8:129**
 - Restrictions on
 - distribution, **8:141**
 - use, **8:106**
 - dangerous or threatening environment, **8:105**

SOFTWARE—Cont'd

SaaS

- activation, **9:58**
- agreement, healthcare, **9:33.30**
- application, **9:44**
 - hosting licence, **9:48**
- charges, obligations for payment, renewals, **33:42.50**
- customer content, **9:54**
- definition, **9:31.50**
- escrow agreement, three party, **9:28**
 - hosted application, **9:29**
- evaluation agreement, **9:37; 9:38**
- licence clause, **9:52**
- master services agreement, **9:52.50; 24:4**
- mobile access, licence and use of services, **9:41**
- online terms of purchase and use, **9:42**
- provider terms of service, U.S. form, **9:36; 9:39**
- server hosting, **4:78; 9:55**
- service agreement
 - code scanning and licence management, **9:52**
 - hosting support provisions and SLA exemptions, **9:51**
- services for others, **9:56**
- subscription agreement, **9:42**
- subscription service, **9:33.80**
- terms and conditions, **9:33.70; 9:49**
- terms of use agreement, **9:33.30; 9:35**
- trial subscription agreement, **9:43**
- user agreement, **9:33**
- XaaS glossary, **9:58.50**

Server licence, **8:111**

Service, software as

See SaaS, supra

Services

- additional, non-provision of, **8:123**
- Application Programming Interface (API), **33:247.50**
- implementation agreement, **8:18**
- limitations on, **8:109; 8:142**
- Services and licence agreement, **8:19; 8:20**
- Share Purchase Agreement, **9:31.30**
- Source code escrow provisions, **8:122; 9:28; 25:0.50; 25:1**
- Sublicence, **8:67**
 - access, system, **8:68**
 - right to grant, **8:114**
- Subscription agreement (terms and conditions), **9:43.50**

SOFTWARE—Cont'd

- Subscription licence agreement, **8:30**
 - trial period, **8:140**
- Subscription services, licence and use of services, **9:40**
- Supply of, **8:24**
- Support, definition, **33:687**
- Support services, **22:4 to 22:7**
 - development agreement, and, **22:6**
- Technical support, **22:9**
- Term and termination, **8:107**
- Term Sheet software partner alliance program, **21:7; 29:16**
- Terms and conditions, initiated through order form, **9:9.50**
- Terms for various user situations, **8:113**
- Third party software, inclusion of, **8:138**
- Third party websites and advertisers, links to, **8:146**
- Training, **8:98; 8:125**
 - customer service, **8:98**
 - warranties, and, **8:131**
- Trial period, subscription, **8:140**
- Trial programs, **8:139**
- Update system, online, **8:117**
- Use and conditions, **8:102**
- Use and modifications, **8:115**
- Waiver
 - class actions, **33:120**
- Warranties
 - anti-virus, **8:128**
 - product, **8:120**
 - representations, and, **8:132**
 - termination, and, **8:131**

SOURCE CODE ESCROW

- Agreement
 - intellectual property license and escrow, **25:3.70**
 - single beneficiary, **25:0.50; 25:3**
 - three party, **25:3.50; 25:4; 25:5**
 - beneficiary, master, **25:7**
 - depositor, master, **25:6**
 - two party, **25:1**
 - beneficiary add-on, **25:2**
- SaaS, three party, **9:28; 25:8**
 - hosted application, **9:29; 25:9**
 - master software licence agreement, under, **25:10**
- Software licence provisions, **8:122**

STATUTES

Compliance with, clause, **33:140; 33:141**

SYSTEM ACQUISITIONS

Acceptance test, **13:30**

Acceptance test plan and acceptance procedures, **13:31**

Acceptance testing (alternate), **13:30.50**

Access to equipment, **13:33**

Acquisition agreement, **13:24; 13:25**

Availability of replacement parts, **13:70**

Building space and plans, **13:47**

Change order request form, **13:36**

Changes in terms and conditions, **13:37; 13:38**

Changes in work, **13:40**

Changes to terms and rates, **13:39**

Checklist systems development due diligence, **13:1.50**

Chronological tests and acceptance procedures, **13:32**

Cloud computing, request for information, **13:2**

Controlling future maintenance costs, **13:57**

Delivery and installation of hardware, **13:46**

Distribution and support of integrated hardware and related services, **13:29**

Electronic data exchange system, terms and conditions, **13:28**

Entire agreement and conflicts, **13:42**

Equipment

 lease of, maintenance agreement, with, **13:21**

Field change order modifications and repairs, **13:35**

Field modifications, **13:53**

Government

 See GOVERNMENT

Hardware

 upgrade, **13:55; 13:74**

 warranty, **13:64**

Implementation agreement, **13:20**

Indemnity for breach of terms, **13:69**

Inspection at factory, **13:48**

Inspection of installation site, **13:49**

Installation and training, **13:51**

Installation of software, **13:50**

IT contracting checklist, **13:19**

Limitation of supplier's liability, **13:52**

Manufacturer's changes, **13:54**

Most favoured customer pricing, **13:58**

Movement of system, **13:34**

No subcontracts, **13:73**

Non-solicitation of employees, **13:56**

SYSTEM ACQUISITIONS—Cont'd

- Order of interpretation, **13:43**
- Other services, **13:72**
- Parties to act in good faith, **13:44**
- Performance standards warranty, **13:65**
- Preamble and order of interpretation, **13:41**
- Price and payment schedule, **13:59**
- Prime contractor responsibilities, **13:10**
- Prime supplier requirements, **13:11**
- Product warranty, **13:66**
- Project coordinators and progress meetings, **13:63**
- Proponent, failure or default, **13:13**
- Proposal, request for, **13:3 to 13:5**
 - confidentiality
 - clause, **13:15**
 - conflict of interest clause, **13:12**
 - desktop computer system, **13:6**
 - government
 - See GOVERNMENT
 - insurance
 - proof of, **13:17**
 - various risks, **13:16**
 - WSIA coverage, proof of, **13:18**
 - vendor's acceptance of contract terms, **13:9**
- Publicity, **13:14**
- Purchase of equipment and software licence, **13:60; 13:61**
- Reasonable and good faith, **13:45**
- Replacement of inoperable equipment, **13:71**
- Representations and warranties, **13:67**
- Representations and warranties of licensor, **13:68**
- Statement of prime contractor responsibility, **13:62**
- Subscription agreement—provision of backroom services, terms of use (U.S. form), **13:27.50**
- Supplier agreement, maintenance and support, **13:27**
- System development agreement, customized, **13:26**

TEAMING AGREEMENTS

- See also JOINT VENTURES
- Commentary, **6A:1**
- Exclusive agreement, **6A:5**
- Government proposal submission, **6A:5.50**
- Joint provision, **6A:4**
- Prime and subcontractor agreement, **6A:6**
- Proposal, **6A:2**
 - prime contractor and sub-contractor, **6A:3**

TEAMING AGREEMENTS—Cont'd

Provision and support of software products, **6A:7**

TECHNICAL SERVICES

Agency agreement, **23:19**

Corporate IT manager, consulting agreement, **23:15**

Professional services, **23:6**
negotiated, **23:7**

Service provider, representations and warranties of, **23:37**

Service provider's agreement, **23:9**

Standard service agreement, infrastructure maintenance, **22:16**

Subcontractor services, **23:22**

Technical support and consulting services agreement, **22:15**

Temporary repairs, service failure within specified rectification time, **22:14**

TERM

Definition, **33:696**

TERM SHEET

Financing, **32:13**

General, **32:14**

Intellectual Property, **32:14.50**

Non-binding, **32:12**

joint venture, **32:11**

Software partner alliance program, **21:8; 29:16**

TRADE MARKS

See INTELLECTUAL PROPERTY ASSETS

VALUE-ADDED RESELLER AGREEMENTS

Applications software agreement, **28:10**

General agreement, **28:1 to 28:3**

International agreement, **28:7; 28:8**

Original equipment manufacturers, **28:5**

Product license and delivery, **28:11**

Program, **28:4**

Redistribution licence agreement, **28:9**

Sale, distribution and support of integrated hardware, software, content and related services solutions, **28:12**

Start-up agreement, **28:6**

VOICE OVER IP

Service and software application, exclusion and limitations of, **15:21**

WAIVER

Class actions, **33:11; 33:120**

Release, and, **1:52**

Trial by jury, **33:11**

WARRANTY

- Acquisition of systems, agreement, **13:24**
- Content, **4:97**
- Database publisher, **4:215**
- Developer, of, **4:194**
- Disclaimer of, **4:87**
- Hardware
 - limited, **7:6**
 - maintenance and, **7:5**
- Lease, **12:13**
- Period, definition, **33:733**
- Service provider, clause, **23:37**
- Software, product warranty, **8:120**
- Supplier, service performance, **7:22; 33:199**

WORLD WIDE WEB

- See also E-COMMERCE; INTERNET; LICENCES
- Acceptance test, **4:145**
- Accessing site
 - conduct of user, **4:173; 4:281**
 - copyright protections, **4:272**
 - customer consent, **4:268**
 - guest access terms of use, **4:127**
 - information, use of, **4:290**
 - intellectual property ownership, **4:275**
 - limitation, personal and non-commercial use, **4:86**
- links
 - control of, **4:132**
 - Internet sites, other, **4:129**
 - liability for third parties, **4:130**
 - limited licence, **4:219**
 - third party sites, **4:131; 4:243**
- paste, right to, **4:296**
- purposes solely lawful, **4:278**
- search engines, submissions to, **4:277**
- submissions and postings, **4:298**
- terms and conditions, **4:170; 4:236 to 4:238**
 - CAN-SPAM Act and EU directives, compliance with, **4:263**
 - “click to accept” clause, **4:264**
 - compliance with CAN-SPAM Act and EU directives, **4:263**
 - conduct, prohibited, **4:284**
 - content, **4:259**
 - third party, **4:271**
 - EU directives and CAN-SPAM Act, compliance with, **4:263**
 - filtering software, **4:285**

WORLD WIDE WEB—Cont'd

- Accessing site—Cont'd
 - terms and conditions, **4:170; 4:236 to 4:238—Cont'd**
 - forum use, rules governing, **4:262**
 - legal notice, and, **4:257**
 - short form, **4:239 to 4:242**
 - site and services provision, **4:256**
 - software, downloadable, **4:259**
 - third party content, **4:271**
 - unsolicited submissions, **4:243**
 - web-based licence, **4:291**
 - website terms of use, **4:193**
 - terms of usage (consumer account access), **4:244**
 - usage policy on
 - corporate, **4:246**
 - employee, **4:247**
 - lawful, ethical, and respectful acceptable use, **4:254**
 - public agency, **4:261**
 - school district, **4:245**
 - visitors
 - grant of rights, **4:299**
 - restrictions, **4:297**
- Applicable laws, **4:184**
- Confidentiality, reciprocal, clause, **4:266**
- Consenting means provision, **4:265**
- Copyright protections, **4:272**
- Customer service agreement, **4:155**
- Database access
 - content provider, **4:210**
 - limitation of liability and warranty, **4:215**
 - news service subscription agreement, **4:209**
 - prohibitions on use, **4:213**
 - registration agreement, **4:211**
 - restrictions on use, **4:212**
 - subscriber agreement, **4:214**
 - warranty and limitation of liability, **4:215**
- Database storage, no liability for, **4:276**
- Datasets, open access
 - BC licence, **11:5**
 - BC policy, **11:4**
 - federal government, open government licence, **11:6**
 - Regional Municipality of York, principles and licence, **11:1**
 - Toronto policy, **11:1**
 - Toronto use provisions, **11:2**

WORLD WIDE WEB—Cont'd

Definition, **33:745**

Disclaimers

See DISCLAIMERS

End user agreement, **4:208; 4:222**

Evaluation

CD-ROM and related on-line services, **4:207**

downloaded end user agreement, **4:208**

permitted uses and restrictions, **4:205**

shareware, downloaded, **4:201**

software

licence, **4:203; 4:204**

trial, **4:202**

File transfer restrictions, **4:274**

Forward-looking statements disclaimer, **4:270**

Hazardous activities, **4:283**

Hosting agreement

corporate, **4:150**

customer's responsibility for content, **4:159**

general, **4:149**

provider, **4:152**

services agreement, **4:156; 4:157**

sign up plan, **4:153**

specification of services and exceptions, **4:160**

terms and conditions, **4:154**

virtual, **4:152**

web-based access, updates and associated web services, **4:149**

Information, use of, **4:290**

Information collected in conjunction with updates re licence, **4:293**

Licence

corporate intranet server, **4:220**

downloaded software, **4:208**

end-user agreement, **4:222**

information collected in conjunction with updates re, **4:293**

limited links, **4:219**

permitted uses and restrictions, **4:205**

terms

conditions, and, **4:221**

relating to, **4:289**

Linking agreement

See LINKING AGREEMENTS

Member's conduct while accessing services and content, **4:173**

Mutual promotion clause, **4:295**

WORLD WIDE WEB—Cont'd

Ownership

- intellectual property, **4:275**
- posted materials, **4:276**
- proprietary elements, **4:273**
- rights, **4:185; 4:298**

Pornographic materials, **4:279**

Privacy policy

See PRIVACY AND SECURITY

Proprietary elements, definition and ownership of, **4:273**Public agency's usage policy, **4:261**Rules of conduct, **4:258**Service, terms and conditions of, **4:288**

Site development

- acceptance test, **4:145**
- agreement, **4:138**
 - changes, **4:139**
 - service, including, **4:141; 4:142**
 - short form, **4:140**
- professional services agreement, **4:143**
- request for proposal, **4:146**
- service description, **4:144**

Software, downloading of

- acceptance, constitution of, **4:216**
- distribution on "as is" basis, **4:217**
- end-user licence agreement, **4:208**
- licence terms, subject to, **4:286**
- notice, **4:218**
- terms and conditions, **4:259**

Streaming service, terms of service agreement, **4:260**

Submissions

- content not to infringe intellectual property rights, **4:234**
- customer use, **4:248 to 254**
- guidelines, **4:232**
- Internet search engines, **4:277**
- network use, **4:253**
- policy, **4:231**
- posting products on website for sale online, terms of use, **4:232.50**
- restrictions on data use, **4:269**
- unsolicited, terms of use, **4:243**
- user responsibilities, **4:233**

System integrity, **4:267**

Terms and conditions on accessing site

- generally, **4:236 to 4:238**

WORLD WIDE WEB—Cont'd

Terms and conditions on accessing site—Cont'd

- CAN-SPAM Act and EU directives, compliance with, **4:263**
- “click to accept” clause, **4:264**
- compliance with CAN-SPAM Act and EU directives, **4:263**
- conduct, prohibited, **4:284; 4:285**
- content, **4:259**
 - third party, **4:271**
- EU directives and CAN-SPAM Act, compliance with, **4:263**
- filtering software, **4:287**
- forum use, rules governing, **4:262**
- lawful, ethical, and respectful acceptable use, **4:254**
- legal notice, and, **4:257**
- prototype service, early access, **4:260.50**
- services provider application, website, social media, **4:243.50**
- short form, **4:239 to 4:242**
- site and services provision, **4:256**
- software, downloadable, **4:259**
- streaming service, **4:260**
- terms of usage (consumer account access), **4:244**
- third party content, **4:271**
- usage of site, **4:243.70**
- web-based licence, **4:291**

Usage policy

- corporate, **4:246**
- employee, **4:247**
- lawful purposes only, for, **4:278**
- public agency, **4:261**
- school district, **4:245**

Warranties, of

- desktop publisher, **4:215**
- developer, **4:194**