

SCHEDULE "20"

Automated Weather Stations Schedule

PART 1

1. General Terms

1.01 In this Schedule, unless the context otherwise requires:

- (a) **"Automated Weather Stations"** means the automated weather stations described in Table "A" of Part "3" of this Schedule, as it may be revised and replaced by the Province, in accordance with the terms of this Schedule;
- (b) **"Automated Weather Stations Fee"** means the sum described in Part "2" of this Schedule;
- (c) **"RWIS Material"** means any and all findings, data, designs, plans, source code, specifications, working papers, reports, documents and material relating to the Automated Weather Stations and the RWIS Web Site, or to either of them, that have been acquired by or licenced to the Province or acquired by the Contractor as a result of this Agreement but does not include pre-existing proprietary materials of the Contractor;
- (d) **"Road Temperature and Conditions Forecasts"** means the daily road temperature and conditions forecasts available on the RWIS Web Site during the period commencing on the first day of November and ending on the last day of March for each Contract Year;
- (e) **"RWIS Information"** means
 - (i) the atmospheric and road information, data, and statistics, and other material, transmitted from the Automated Weather Stations and available on the RWIS Web Site; and
 - (ii) the Road Temperature and Conditions Forecasts;
- (f) **"RWIS Web Site"** means the Provincial Road Weather Information System internet Web Site; and
- (g) **"Undertaking of Confidentiality"** means an undertaking of confidentiality and web site use in the form set out in Appendix "A" to this Schedule and entitled "Undertaking of Confidentiality and Web Site Use Form".

1.02 The Province will provide to the Contractor access to the RWIS Web Site and the RWIS Material, on the terms and conditions of this Agreement, for the sole purpose of accessing

the RWIS Information for its information in connection with the performance by the Contractor of the Services in accordance with the terms of this Agreement.

- 1.03** The Contractor will not reproduce or in any way use or apply any of the RWIS Material or the RWIS Information except in the performance of the Services in accordance with the terms of this Agreement.
- 1.04** In performing the Services, the Contractor is not obliged to, but may in its sole and reasonable discretion, use the RWIS Information.
- 1.05** The RWIS Information is provided “as is”, and the Province does not, expressly or impliedly, give or make any representation, guarantee, or warranty, including without limitation any warranty of fitness for any particular purpose, and assumes no duty or obligation whatsoever, in contract or tort in connection with the RWIS Web Site, accessing the RWIS Information, or the RWIS Information.
- 1.06** The RWIS Information is not intended to be and must not be
- (a)** construed in any way as giving directions in connection with the performance of the Services, or of this Agreement;
 - (b)** used as substitution for atmospheric, climatological, and road conditions data, statistics, information, and forecasts that may be available from any and all available sources; or
 - (c)** for the Contractor’s own inspections, patrols, monitoring, investigations, and assessments, opinions, and conclusions, in connection with and relating to any and all aspects of the performance of the Services.
- 1.07** The Contractor remains fully responsible to undertake and perform any and all inspections, patrols, monitoring, investigations and assessments of any and all circumstances and conditions, in connection with and relating to the performance of the Services, and the Contractor will take any and all steps necessary, in the sole and reasonable discretion of the Contractor, to inform and assure itself as to any such circumstances or conditions.
- 1.08** Without restricting the generality of section 22.3 of this Agreement, the Contractor will comply with such directions as the Province may make with respect to ensuring confidentiality, which direction may include, without limitation, the following:
- (a)** restrictions upon access to confidential information or the RWIS Material;
 - (b)** restrictions upon reproduction of confidential information or the RWIS Material;
 - (c)** restrictions upon uses to which confidential information or RWIS Material may be put;

- (d) imposition of other procedures to ensure secrecy, both prior to and subsequent to termination of this Agreement; and
 - (e) a requirement that each employee, contractor or sub-contractor of the Contractor will sign and deliver the Undertaking of Confidentiality with the Province.
- 1.09** The Contractor must obtain and comply with the terms of any user's licence which is required to use the RWCS Material or to access the RWIS Web Site, if required by the Province or any other party who has the legal right to impose this requirement as a condition of use.
- 1.10** The Contractor must secure the necessary training for its employees, subcontractors or authorized agents who will be using the RWIS Material or accessing the RWIS Web Site as may be required by the Province.

PART 2

2. Automated Weather Station Fee

- 2.01** The Contractor will pay to the Province on the Commencement Date and on each Anniversary Date, the Automated Weather Stations Fee, as calculated in accordance with the terms of section 2.02 of this Schedule.
- 2.02** The Automated Weather Stations Fee is the sum equal to the aggregate of the annual fees established for each of the Automated Weather Stations, as set out in the Table "A" of Part "3" of this Schedule that is in effect as at the Commencement Date or on the applicable Anniversary Date, as the case may be, and the Automated Weather Stations Fee will not be adjusted to reflect portions of a Contract Year during which any deletions or additions of automated weather stations may have been effected.
- 2.03** The Automated Weather Station Fee, subsequent to the First Contract Year, may be adjusted annually by the Province, in its sole discretion, on written notice to the Contractor.
- 2.04** The Automated Weather Stations Fee required to be paid by the Contractor to the Province under this Schedule is exclusive of applicable taxes.

PART 3

3. Automated Weather Station

- 3.01** Subject to any additions or deletions made by the Province in accordance with the terms of this Schedule, the Automated Weather Stations are those automated weather stations listed below in Table "A":

Table "A"

Station Name	Station Number	Station Location	Annual Fee
<>	<>	<>	\$6,500.00

3.02 The Province may, from time to time, in the sole discretion of the Province,

- (a) and after consultation with the Contractor, add automated weather stations to Table "A" of section 3.01 of this Schedule; or
- (b) delete any of the automated weather stations from Table "A" of section 3.01 of this Schedule,

by written notice to the Contractor setting out the applicable deletions or additions, as the case may be, and the effective date of such deletions or additions.

3.03 The annual fees payable by the Contractor to the Province in respect of each additional automated weather station provided by the Province will be equal to the annual fees payable in respect of each automated weather station set out in Table "A" of section 3.01 of this Schedule during the Contract Year immediately preceding the addition of the applicable automated weather station, unless otherwise agreed to in writing between the Contractor and the Province by not later than the effective date of such addition.

3.04 If the Province

- (a) deletes any of the Automated Weather Stations under section 3.02 of this Schedule, the Automated Weather Stations Fee due on the next Anniversary Date will be reduced by the applicable annual license fee established for each deleted Automated Weather Station as set out in Table "A" of section 3.01, as it may be revised and replaced by the Province in accordance with this Schedule;
- (b) adds automated weather stations to Table "A" under section 3.02 of this Schedule, the Automated Weather Stations Fee due on the next Anniversary Date will be increased by the applicable annual license fee established for each additional Automated Weather Station in accordance with this Schedule.

3.05 By not later than the effective date of any deletion or addition contemplated in section 3.02 of this Schedule, the Province will prepare and deliver to the Contractor a revised Table "A" of section 3.01 reflecting the applicable deletions or additions, as the case may be, and the revised Table "A" will replace the prior existing Table "A" and will be in effect from the effective date of the deletions or additions, as the case may be.

APPENDIX "A" TO SCHEDULE "20"

UNDERTAKING OF CONFIDENTIALITY AND WEB SITE USE FORM

Re: Access to and use of the Provincial Road Weather Information System Internet Web Site (the "RWIS Web Site")

<>, (the "Contractor") has executed the MAINTENANCE AGREEMENT dated the <>, 200<> (the "Maintenance Agreement") with Her Majesty the Queen in right of the Province of British Columbia, as represented by the Minister of Transportation (the "Province") to provide certain highways maintenance services defined in the Maintenance Agreement as the "Services" (the "Services") in Service Area No. <>. The Province may, in connection with the performance of the Maintenance Agreement, disclose to the Contractor and to the Contractor's employees, contractors or subcontractors, findings, data, source code, designs, plans, specifications, working papers, reports, documents and other material (the "RWIS Material") on the RWIS Web Site or by other means.

IN CONSIDERATION of the Province providing me with a password to access the Web Site, I, _____ (print name), an employee / contractor / subcontractor (circle one) of the Contractor, undertake and agree as follows:

1. I will treat as confidential and will not, without the prior written consent of the Province use, publish, disclose or permit to be used, published or disclosed either during or after the end of my access to the RWIS Web Site, any RWIS Material that comes to my knowledge, or is supplied to or obtained by me, as a result of my access to the RWIS Material on the RWIS Web Site or in connection with the performance of the Maintenance Agreement except:
 - (a) insofar as such use, publication, or disclosure is necessary to enable me to perform the tasks assigned to me as a result of my access or in connection with the performance of the Maintenance Agreement;
 - (b) insofar as such use, publication, or disclosure is required by law including, without limitation, the *Freedom of Information and Protection of Privacy Act* (British Columbia); or
 - (c) insofar as the data or information to be used, published, or disclosed is general public knowledge or was in my possession prior to my access.
2. I agree that my access to the RWIS Web Site is contingent upon the following:
 - (a) only I as an individual authorized to access the RWIS Web Site may access the RWIS Web Site; and
 - (b) I will keep the RWIS Web Site password confidential, out of sight and not share it with any other person or individual.
3. I agree that the Province may, without further notice to me, end my access to the RWIS Web Site if I do not adhere to the provisions contained in this Undertaking of Confidentiality and Web Site Use Form.
4. Upon the ending of my access to the RWIS Web Site or if I am no longer performing the Services in connection with the Maintenance Agreement, I will, as directed by the Province, either deliver to the Province or destroy by confidential means, without retaining copies, all RWIS Material in my possession.

SIGNED AND DELIVERED this _____ day of _____)
 _____, 200____, in the presence of _____)
 _____)
 _____)
 (Signature of Witness) _____)
 _____) (Signature)
 _____)
 (Print Name of Witness) _____)