

SCHEDULE "10"

AUTOMATED WEATHER STATIONS

1. Definitions and Interpretation

1.1 In this Schedule:

- (a) **"Automated Weather Stations"** means the automated weather stations described in Appendix A of this Schedule;
- (b) **"Automated Weather Stations Fees"** means the fees described in section 2.2 of this Schedule;
- (c) **"Road Temperature and Conditions Forecasts"** means the daily weather, road temperature and conditions forecasts available on the RWIS Website for each Automated Weather Station during the period commencing on the first day of November and ending on the last day of March for each Contract Year;
- (d) **"RWIS Information"** means:
 - (i) the atmospheric and road information that includes data on precipitation, snow accumulation, pavement temperatures, and conditions gathered at each Automated Weather Station and uploaded to the RWIS Website; and
 - (ii) the Road Temperature and Conditions Forecasts uploaded to the RWIS Website for that Automated Weather Station; and
- (e) **"RWIS Website"** means the Provincial Road Weather Information System website.

1.2 In consideration of the Automated Weather Stations Fees, the Province shall provide the Contractor with access to the RWIS Website.

1.3 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 Website or the RWIS Information and the availability of the RWIS Website or the RWIS Information. The RWIS Website may be interrupted or unavailable from time to time for any reason.

1.4 The RWIS Information:

- (a) is not to be interpreted as directions or instructions to the Contractor regarding the performance of the Services;
- (b) is one source of information and is not to be relied upon exclusively, or in substitution for atmospheric, climatological, and road conditions data, statistics, information, and forecasts that may be available from other sources; and

- (c) is not a substitute for the Contractor's own inspections, patrols, monitoring, investigations, and assessments, opinions, and conclusions.
- 1.5 The Contractor remains fully responsible to undertake and perform any and all inspections, patrols, monitoring, investigations and assessments of any and all circumstances and road conditions in the Service Area.
- 2. Automated Weather Stations Fees**
- 2.1 The total of the Automated Weather Stations Fees is due and owing by the Contractor to the Province on the Commencement Date and each Anniversary Date of the Term.
- 2.2 The total of the Automated Weather Stations Fees may be annually amended or adjusted by the Province, if the Province deletes or adds any Automated Weather Stations, by the Province giving written notice prior to the Anniversary Date of a new Appendix A of the Automated Weather Stations and Automated Weather Stations Fees that shall be effective for the next Contract Year. Furthermore, the Automated Weather Stations Fees are subject to an annual adjustment pursuant to Schedule 2 ("Annual Adjustment Process").
- 2.3 For greater clarity, if the Province deletes or adds to any of the Automated Weather Stations, the total of the Automated Weather Stations Fees due on the next Anniversary Date shall be reduced or increased (as the case may be) by the applicable fee established for each deleted Automated Weather Station or as established by the notice from the Province for each added Automated Weather Station. Furthermore, if an Automated Weather Station is added or deleted during a Contract Year, the total of the Automated Weather Stations Fees shall not be prorated up or down for the remainder of that Contract Year.
- 2.4 The Automated Weather Stations Fees are expressed as an amount that is exclusive of all applicable taxes.

APPENDIX A (TO SCHEDULE 10)

AUTOMATED WEATHER STATIONS FEES

Subject to any Automated Weather Stations being added or deleted by the Province during the Term in accordance with the terms of this Schedule, the Automated Weather Stations and the Automated Weather Stations Fees are:

Station Name	Station Number	Station Location	Annual Fee
@	@	@	<hr/> \$@
AUTOMATED WEATHER STATIONS TOTAL FEE:			<hr/> <hr/> \$@