

# Master Agreement

for  
Licensed Research or Consulting & Advisory Services

Forrester Research, Inc.

Whereas the undersigned parties wish to voluntarily enter into a non-exclusive agreement governing the provision of certain services pursuant to Notice of Intent No. ITP-11871 issued on November 30, 2020; and

Whereas BPS Entities may wish, but are not obliged, to enter into agreements with Forrester on terms and conditions substantially similar to the terms of this Agreement.

The parties agree as follows:

1. **AGREEMENT.** Forrester Research, Inc. incorporated under the laws of Delaware and having a principal place of business at 60 Acorn Park Drive, Cambridge, MA, 02140, USA, (“Forrester”) and Her Majesty the Queen in right of the Province of British Columbia (the “Province” or the “Client”) hereby agree to the terms and conditions set forth in this Amended Master Agreement (“Agreement” or “Master Agreement”), which will apply to any purchases by Client from Forrester of (a) licenses to access Forrester Works, (b) consulting or advisory services (“Services”) or (c) Service Units.

Certain capitalized terms used herein have the meanings assigned to them in Section 2 below. The licensing or purchase of Forrester Works, Services or Service Units will be identified in and ordered from time to time pursuant to a purchase agreement (in substantially the form attached as Appendix 1) executed, or purchase order submitted, by Client and executed, or otherwise accepted, by Forrester or its Affiliates (each such executed purchase agreement or accepted purchase order being referred to herein as a “Purchase Agreement”). Any Affiliate of Forrester entering into a Purchase Agreement thereby agrees to be governed by the terms of this Agreement and shall be deemed to be Forrester hereunder for purposes of such Purchase Agreement.

2. **FEES AND PAYMENT.** Client agrees to pay Forrester the payments set forth in each Purchase Agreement for Forrester Works, Services and Service Units delivered in accordance with such Purchase Agreement and this Agreement. Upon request by Client, Forrester must make available to Client evidence that the Province and BPS Entities leveraging this Master Agreement have been offered standard pricing for purchases of licenses and Services, provided pricing of Services may vary depending on the scope of work for each particular Service.

The Client’s obligation to pay money to Forrester is subject to the *Financial Administration Act*, R.S.B.C. 1996, c. 138, as amended, which makes that obligation subject to an appropriation being available in the fiscal year of the Client during which payment becomes due, and Treasury Board not having controlled or limited expenditure under that appropriation. If Forrester is not a resident in Canada, Forrester acknowledges that the Client may be required by law to withhold income tax from the fees described in this Agreement and then to remit that tax to the Receiver General of Canada on Forrester’s behalf, unless Forrester delivers to the Client a letter provided by the Canada Revenue Agency authorizing a waiver or reduction of the withholding tax. If the Client remits any such taxes to the Receiver General of Canada, the Client will obtain and forward the original applicable receipt, certificate or proof of payment promptly to Forrester.

3. **DEFINED TERMS.** For purposes of this Agreement:

- a) “Affiliate” means any entity controlling, controlled by or under common control with Forrester Research, Inc.
- b) “Forrester Works” means (i) Forrester research reports, scorecards, rankings, product comparisons, spreadsheets, graphics, tables, charts, data, compilations of data, assessment tools such as product rankings, formulas, and algorithms and all other Forrester proprietary content and material that Forrester has developed prior to or independently of performance of Services under this Agreement; and (ii) Forrester’s research methodologies, including but not limited to Forrester’s segmentation model and analysis methodology.
- c) “Service Units” means a prepaid unit that may be used by Client to access various analyst interactions and other Services from Forrester.
- d) “Work Product” means deliverables created originally and uniquely for Client in connection with Services requested under this Agreement (excluding any incorporated or accompanying Forrester Works).

4. **ADMINISTRATION AND APPLICATION.**

- a) This Agreement with the Province, excluding Purchase Agreements (which will be administered on behalf of the Province as set out in the particular Purchase Agreement), will be administered on behalf of the Province by the Ministry of Technology, Innovation and Citizens’ Services, as may be renamed or continued from time to time, through its Contract Manager, as notified in writing from the Province from time to time. For greater certainty, the Contract Manager includes that person’s superior and authorized delegates.
- b) This Agreement with the Province is open to any ministry, agency, board, commission, office or other body that is part of Her Majesty the Queen in right of the Province of British Columbia from time to time that requires Forrester Works, Services or Service Units under this Agreement.
- c) For Forrester Works, Services or Service Units, provided to the Province pursuant to a Purchase Agreement, Forrester will invoice the ministry, agency, board, commission, office or other body as the Province identifies and requests in the Purchase Agreement. Each invoice will comply with the requirements of the Province’s “Core Policy and Procedures Manual”.

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5. **USER LICENSES FOR PROPRIETARY RESEARCH.** To the extent a subscription to Forrester Works is ordered pursuant to a Purchase Agreement, Forrester grants Client a license for the number of users specified in such Purchase Agreement to access such Forrester Works ("User Licenses") during the term of such Purchase Agreement, subject to the terms and conditions of this Agreement. Each User License enables access to the licensed Forrester Works by a Client officer, employee, agent, consultant or independent contractor of Client (for use solely in connection with the provision of services to Client), with a user ID and a password issued by Forrester. A User License is required for each Client officer, employee, agent, consultant or contractor that has electronic access to the Forrester Works. Each User License entitles the licensed user to:

- (a) make a single copy of the Forrester Works for the licensed user's individual archival use; and
- (b) make a copy or slide of each scorecard, ranking, product comparison, spreadsheet, graphic, table, or portions of text less than a paragraph long contained in the Forrester Works for internal presentation purposes only, provided the Forrester copyright and Forrester's other proprietary notices are affixed thereto; and
- (c) the rights to backup and archive a record of (a) or (b) both during and after the term of the applicable Purchase Agreement in accordance with Client's policies and applicable law, including the *Document Disposal Act*, R.S.B.C. 1996, c. 99.(c).

Except as explicitly permitted herein or in the applicable Purchase Agreement, Client shall not sell, lease, transfer, sublicense, or otherwise make available or permit access to the Forrester Works, or any portion thereof, to any third party or any non-licensed employee, consultant or contractor and shall not copy the Forrester Works in whole or in part. Client shall be fully responsible for any of its officers', employees', agents', consultants' or contractors' use of the Forrester Works in accordance with this Agreement. A Purchase Agreement may contain additional licensing provisions with respect to particular Forrester Works ordered thereunder, provided that if such additional licensing provisions are set out in a separate document that is not attached but is incorporated by reference in the Purchase Agreement, that document must be capable of being downloaded and electronically stored or printed by Client for future reference. However, no existing or future provision in any document incorporated by reference in a Purchase Agreement obliging Client or users to defend, save harmless or give an indemnity will have any force or effect unless expressly set out and agreed to by Client in the Purchase Agreement and compliant with the *Financial Administration Act*, R.S.B.C. 1996, c. 138, including its *Guarantee and Indemnities Regulation*.

6. **OWNERSHIP AND LICENSE OF CONSULTING DELIVERABLES.** All Work Product is a work made for hire for Client under applicable copyright law to the extent it qualifies as such, subject to the terms, conditions, and restrictions set forth herein. To the extent the Work Product does not qualify as a work made for hire, Forrester hereby assigns to Client all rights, title and interest throughout the world in and to the Work Product, including any copyrights, subject to the terms, conditions, and restrictions set forth herein. The foregoing notwithstanding, Client shall utilize Work Product for Client's internal business or government purposes only and may only refer to or distribute the Work Product externally upon Forrester's prior approval, except as otherwise expressly set forth in the applicable Purchase Agreement. To the extent that any Forrester Works are provided to Client along with or as part of Work Product, Forrester grants Client a perpetual, non-exclusive, non-transferable license to use such Forrester Works for any Client internal business or government purposes, subject to the same restrictions on external use as are applicable to the associated Work Product.

7. **PROPRIETARY RIGHTS.** Forrester Works are the property of Forrester, its Affiliates or its licensors and are protected by copyright and other intellectual property laws. Forrester Works comprise: (a) works of original authorship, including compiled content containing Forrester's, its Affiliates' or its licensors' selection, arrangement, coordination, and expression of such content or pre-existing material it has created, gathered, or assembled; and (b) information that has been created, developed, and maintained by Forrester its Affiliates' or its licensors at great expense of time and money such that misappropriation or unauthorized use by others for commercial gain may unfairly and irreparably harm Forrester or its licensors. Client shall not commit or permit any act or omission that would impair Forrester's, its Affiliates' or its licensors' proprietary and intellectual property rights in Forrester Works. All of Client's rights to use any Forrester Works are expressly stated herein; there are no implied rights, and Forrester reserves all rights not expressly granted to Client.

8. **SERVICES.** In performing its obligations under this Agreement, Forrester shall comply with all applicable laws, including applicable occupational health and safety laws such as the *Workers Compensation Act*, R.S.B.C. 1996, c. 492 or similar laws in other jurisdictions. In the event Client provides Forrester with access to any Client site to provide any Services, Forrester shall comply with Client's reasonable instructions and procedures relating to occupational health and safety and security at the site.

9. **TERMINATION.** This Agreement shall commence on the date of execution of this Agreement by the parties and shall remain in effect for a period of five (5) years or until terminated in accordance with this Section. Notwithstanding the term of five (5) years, if the Client purchases a good or service from Forrester pursuant to this Agreement before the expiry or termination of this Agreement, and such purchase has a minimum purchase period which expires after the expiry or termination of this Agreement, Forrester shall continue to provide that good or service to the Client until the expiry of that minimum purchase period. For clarity, a minimum purchase period may apply to, but is not limited to, subscription-based services under this Agreement.

Either party may terminate this Agreement (in whole or with respect to particular Purchase Agreements only) with immediate effect by written notice to the other if the other party: (a) commits a material breach of this Agreement which is not remediable, or (where the breach is capable of remedy) is not remedied within 15 days after being required by notice to do so; or (b) materially breaches this Agreement two or more times, regardless of whether such breaches are remedied. For greater certainty, only the Contract Manager may terminate this Agreement on behalf of the Client. In addition, either party may terminate this Agreement (but not individual Purchase Agreements) for convenience upon written notice at any time. A Purchase Agreement may include additional termination provisions

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applicable only to such Purchase Agreement. The termination of an individual Purchase Agreement will not affect the effectiveness of this Agreement or any other Purchase Agreement. Any provisions in this Agreement that by their nature are intended to survive expiration or termination of this Agreement shall survive such expiration or termination for any reason.

In addition, the Client may terminate any individual Purchase Agreements for convenience upon written notice at any time. However, if the Client terminates a Purchase Agreement for convenience before the expiry of a minimum purchase period the Client will pay Forrester the total fees for Forrester Works, Work Product or Services for the remainder of the term of the applicable Purchase Agreement. That payment will discharge the Client from all payment liability to Forrester under the Purchase Agreement. Forrester will grant the Client a credit equal to such amount paid or payable for the remainder of the term toward a new Purchase Agreement for Forrester Works, Work Product or Services, provided the Client enters into such Purchase Agreement immediately upon the Client's notice of the termination.

10. **LIMITATION OF LIABILITY.** Forrester shall not be liable for any damages incurred by Client arising as a result of decisions made in reliance upon the Forrester Works, Work Product or Services. In no event will either party be liable for any consequential, indirect, special, or incidental damages such as damages for lost profits, business failure or loss, arising out of this Agreement, whether or not such party has been advised of the possibility of such damages. Except with respect to Forrester's obligations under Section 12 (Indemnification) with respect to third party Losses (but subject always to Section 12(c)), Forrester's entire liability arising out of this Agreement shall be limited to and shall not exceed the fee paid to Forrester by Client pursuant to the Purchase Agreement(s) giving rise to the claim.

11. **LIMITED WARRANTIES.** Forrester warrants that the Forrester Works are based on Forrester's reasonable efforts to compile and analyze the best sources reasonably available to Forrester at any given time; provided, however, any opinions reflect Forrester's judgment at the time and are subject to change. Forrester also warrants that it has the requisite skill, knowledge and authority to perform the Services and shall perform the Services in accordance with applicable industry standards. **The foregoing warranties are provided in lieu of all warranties, express or implied, statutory or otherwise, including but not limited to any implied warranties of merchantability or fitness for a particular purpose, and warranties as to accuracy, completeness, or adequacy of information. Forrester reserves the right to modify Forrester Works at any time.**

### 12. INDEMNIFICATION.

(a) Notwithstanding any other provision of this Agreement, Forrester must indemnify and save harmless the Client and the Client's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Client or any of the Client's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent that the Loss is directly or indirectly caused or contributed to by

- (i) any act or omission by Forrester or by any of Forrester's agents, employees, officers, directors or subcontractors in connection with this Agreement; or
- (ii) any representation or warranty of Forrester being or becoming untrue or incorrect.

(b) The indemnification by Forrester pursuant to section 12(a) is limited to:

- (i) \$2,000,000 per Loss; and
- (ii) \$4,000,000 in the aggregate for all Losses.

(c) The limitations set out in section 12(b) do not apply to a Loss resulting from or relating to any of the following:

- (i) bodily injury or damage to real property or tangible personal property; or
- (ii) third-party intellectual property rights; or
- (iii) breach of confidentiality.

(d) To claim indemnification for a Loss pursuant to section 12(a), the Client must notify Forrester in writing of the Loss as soon as reasonably practicable after the Client becomes aware of the Loss provided that a failure by the Client to provide such notification will not invalidate the claim unless Forrester is materially prejudiced by that failure.

(e) If the Loss is on the basis of a third-party claim that any element of the Forrester Works or Work Product infringes the intellectual property rights of any person,

- (i) then, without limiting section 12(a), Forrester must defend the Client against that claim at Forrester's expense and Forrester must pay all associated costs, damages and legal fees that a court or arbitrator finally awards or are included in a settlement agreement agreed to by Forrester; and
- (ii) the Client must cooperate with Forrester in the defence of the claim and, where appropriate in the discretion of the Client, will allow Forrester to appoint and instruct counsel and otherwise control the defence and any related settlement negotiations.

### 13. CONFIDENTIALITY.

(a) Each party hereunder may disclose to the other party certain Confidential Information of such party or of such party's associated companies, suppliers, or customers. For purposes of this Agreement, "Confidential Information" means all non-public information, including personal information, in any form, furnished or made available in connection with this Agreement by or on behalf of one party ("Disclosing Party") to the other party ("Receiving Party") which is marked confidential, restricted, or with a similar designation, or would be understood by a reasonable person in the Receiving Party's position to be confidential. Subject to applicable laws, including the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165, the terms and conditions of this Agreement and, except as set out in the particular Purchase Agreement, any Purchase Agreements shall also be deemed Confidential Information.

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All information received by Forrester from the Client pursuant to this Agreement is Confidential Information. Subject to paragraph (c), Confidential Information will not be deemed to include information that: (i) is or becomes known to the public through no fault of the Receiving Party; (ii) is already known to the Receiving Party prior to its receipt hereunder and was not received under conditions of confidence, or becomes known to the Receiving Party from a third party who has a lawful right to disclose the information; or (iii) is independently developed by the Receiving Party without reference to Confidential Information of the Disclosing Party.

(b) The Receiving Party shall use at least the same degree of care in safeguarding Confidential Information as it uses for its own information of like importance, but in no event less than a reasonable standard of care. Without the prior written consent of the Disclosing Party, the Receiving Party will not disclose Confidential Information to any other person, except to its employees, officers, agents, or independent contractors who have a need to know with respect to the purposes of this Agreement and who are subject to confidentiality obligations with respect to such Confidential Information at least as restrictive as those contained herein. To the extent permitted by applicable law, upon the request of the Disclosing Party upon termination of this Agreement or at any other time, the Receiving Party shall promptly return or destroy all Confidential Information of the Disclosing Party (including copies thereof) in its possession or under its control. Neither party shall be liable for disclosure of Confidential Information if such disclosure is required to comply with applicable laws, governmental regulations or judicial or governmental orders, provided that the Receiving Party provides prior written notice to the extent possible of such disclosure to the Disclosing Party, takes reasonable and lawful actions to avoid or minimize the extent of such disclosure and takes reasonable steps to assist the Disclosing Party (at the Disclosing Party's expense) in contesting any such disclosure requirement. All Confidential Information will remain the property of the Disclosing Party, except to the extent that any rights with respect to such Confidential Information are expressly granted to the Receiving Party pursuant to this Agreement. Subject to the *Crown Proceeding Act*, R.S.B.C. 1996, c. 89, and any other applicable law, each party acknowledges that its breach of this section may cause irreparable damage and hereby agrees that the other party shall be entitled to seek injunctive relief in the event of such a breach without proof of special damages, as well as such further relief as may be granted by a court of competent jurisdiction.

(c) For greater certainty, Forrester will treat as Confidential Information any metadata generated by Client's use of the Forrester Works, Services or Service Units that identifies the licensed user or Client. However, Forrester may disclose any such metadata to a third party under obligation of confidentiality to Forrester that is restricted to using such information for the sole purpose of providing services to Client.

(d) Notwithstanding the exceptions above, Forrester must protect "personal information", as defined in the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165, and the *Personal Information Protection Act*, S.B.C. 2003, c. 63, to the fullest extent possible as permitted under those Acts and any other applicable laws. For clarity, this applies to personal information which is collected or created by Forrester as a result of the Agreement or any previous agreement between the Client and Forrester dealing with the same subject matter as the Agreement.

(e) Pursuant to section 13(b), Forrester consents to the Province disclosing any Forrester Confidential Information in this Agreement to any BPS Entity under obligation of confidentiality to the Province to enable that BPS Entity to consider or enter into an agreement with Forrester on similar terms and conditions as this Agreement, subject to that BPS Entity being under an obligation of confidentiality of the Province.

14. **INSURANCE.** Forrester shall, during the term of this Agreement, obtain and maintain, at its own expense: (i) workers' compensation coverage as required by applicable law; (ii) commercial general liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and (iii) professional liability insurance for errors and omissions in an amount not less than \$2,000,000 annual aggregate and per claim. In the event that Forrester is providing Services to Client under this Agreement, upon request Forrester will provide to Client certificate(s) of insurance evidencing the coverage required hereunder.

15. **RELATIONSHIP OF THE PARTIES.** This Agreement is intended to create an independent contractor relationship between the parties. This Agreement will not be construed to create any employment relationship, partnership, joint venture, or agency relationship between the parties or to authorize either party to enter into any commitment or agreement binding on the other. Under no circumstance shall Forrester's employees be construed as Client employees. All of Forrester's employees providing Services hereunder shall be subject to the direction, supervision, and control of Forrester. Forrester shall be solely responsible for: (a) payment of all compensation to its employees; (b) withholding any and all appropriate taxes with respect to its employees; and (c) complying with any applicable employment laws and ordinances including, but not limited to, workers compensation, unemployment insurance, and wage and hour laws.

16. **PUBLICITY.** Forrester must not, without the express written permission of the Client, refer for promotional purposes to the Client being a customer of Forrester or the Client having entered into this Agreement.

17. **TERMS AVAILABLE TO BPS ENTITIES.** (a) In this Section, BPS Entity means any "government organization" or "local public body", as those terms are defined in the *Procurement Services Act*, S.B.C. 2003, c. 22, that is on the Province's CSA users list at [http://www2.gov.bc.ca/assets/gov/government/services-for-government-and-broader-public-sector/buy-goods-services-and-construction/goods-and-services-catalogue/csa-assets/csa-users-list/csa\\_users\\_list.pdf](http://www2.gov.bc.ca/assets/gov/government/services-for-government-and-broader-public-sector/buy-goods-services-and-construction/goods-and-services-catalogue/csa-assets/csa-users-list/csa_users_list.pdf) or such other list or website as the Province's Contract Manager gives notice of in writing. For greater clarity, a BPS Entity is not part of the Province.

(b) Forrester agrees to enter into a master agreement on similar terms and conditions (including pricing) as this Agreement with the Province ("Province Agreement") with each BPS Entity that requests to do so, but with the BPS Entity as the "Client" (as opposed to the

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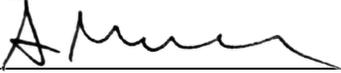
“Province”) (each, a “BPS Entity Agreement”). Subject to conflict of interest policy with respect to Services performed in connection with this Agreement and future procurements, nothing in this Province Agreement will preclude a BPS Entity from entering into a different agreement with Forrester or separately procuring services similar to the Forrester Works, Services or Service Units described in this Agreement from Forrester or any other party.

(c) For greater certainty, a BPS Entity Agreement will not result in the Province and the BPS Entity being jointly liable under the Province Agreement or the BPS Entity Agreement. A breach by the BPS Entity of its BPS Entity Agreement will not result in a breach by the Province of that BPS Entity Agreement or the Province Agreement and a breach by the Province of the Province Agreement will not result in a breach by any BPS Entity of its BPS Entity Agreement or the Province Agreement.

18. **NO FETTERING.** Nothing in or under this Agreement, including any requirement to use reasonable or best efforts, act reasonably or in good faith, or not unreasonably withhold consent or approval, may require the Client to act contrary to its “Standards of Conduct” or the Province’s “Core Policy and Procedures Manual”, or to act contrary to or interfere with or otherwise fetter the exercise by the Province or any of its agencies of any statutory, prerogative, executive or legislative power or duty.

19. **MISCELLANEOUS.** This Agreement and any Purchase Agreements hereunder shall be the complete agreement between Forrester and Client regarding the subject matter hereof. The terms and conditions of sale or license applicable to Forrester Works, Services and Service Units ordered hereunder shall be solely as set forth in this Agreement and the applicable Purchase Agreement, and any preprinted or standard Client terms or conditions contained in, or incorporated by reference into, a confirmation, purchase order or other document submitted by Client which purport to vary or supersede this Agreement or any executed Purchase Agreement shall be of no effect. This Agreement may not be changed or amended except in writing signed by both parties here to and neither party may assign this Agreement either in whole or in part without the prior written consent of the other party, except that either party may assign this Agreement as part of a corporate or government reorganization, consolidation, merger, or sale of substantially all of its assets. For greater certainty, only the Contract Manager may change or amend this Agreement on behalf of the Province. A reference to any enactment refers to it as amended or contained in a later enactment and in force at the applicable time and includes any subordinate enactments made under it. This Agreement, including any Purchase Agreement, shall be governed by, construed and interpreted in accordance with the laws of the province of British Columbia and the laws of Canada as applicable therein, without regard to its rules governing conflicts of law, and, subject to any agreement to arbitrate, the Forrester hereby consents to jurisdiction and venue in the courts of British Columbia, Canada to resolve any disputes arising under this Agreement. In the event any provision of this Agreement shall not be enforceable, the remainder of this Agreement shall continue in full force and effect. This Agreement may be executed in any number of counterparts, each of which when executed and delivered (if electronically, by a method agreed to by the parties) is an original, and all of which together have the same effect as if each party had signed the same document.

AGREED by the parties through their duly authorized signatories on the dates below.

|  |                                   |
|--|-----------------------------------|
| <b>Her Majesty the Queen in right of the Province of British Columbia</b> , as represented by the Minister of Citizens’ Services | <b>Forrester Research, Inc.</b>   |
| Signature:<br>                                | Signature: <i>Michael Doyle</i>   |
| Name: Alex MacLennan   | Name: Michael Doyle               |
| Title: Assistant Deputy Minister   | Title: Chief Financial Officer    |
| Date: March 23, 2021   | Date: March 19, 2021              |
|  | <b>Forrester Research Limited</b> |
|  | Signature: <i>Natalie Elson</i>   |
|  | Name: Natalie Elson               |
|  | Title: Director                   |
|  | Date: March 19, 2021              |

