

## Practical Research that Drives Measurable Results

### Canadian Master Contract – Info-Tech Research Group Inc.

Her Majesty the Queen in Right of the Province of British Columbia (“Customer” or “Province”) desires Info-Tech Research Group Inc. (“Info-Tech”) to provide certain research products and services (“Services”) to be outlined and designated specifically in a Service Agreement in substantially the form attached at Appendix 1. This Master Contract will apply to all current and future Services provided to Customer by Info-Tech, or to any ministry, agency, board, commission, office or other body that is part of the Province and from time to time requires Services under this Master Contract. ,

1. **Term.** This Master Contract shall apply for one (1) year from the date of execution of both parties.. Most Info-Tech Services are available upon first access, therefore, these services may not be cancelled at any time during the active term and may be terminated only upon material breach and thirty (30) days written notice to the other party. In the event Customer breaches this Agreement by failing to pay for Services, or by exceeding its authorized usage rights to the Services, Info-Tech may deactivate Customer’s access to the Services. Customer shall remain liable for all fees payable hereunder. Customer acknowledges that the ability of Info-Tech to deliver Services on a timely basis is contingent upon the customer providing Info-Tech with required information and resources on a timely basis.
2. **Fees:** All applicable fees are payable 30 days after receipt of an invoice. Customer shall pay Info-Tech one and one half percent (1.5%) interest per month (18% per annum) on all overdue amounts. All amounts are subject to the payment of all applicable taxes, unless the Customer supplies appropriate exemption certificates. Customer agrees to pay any taxes imposed or assessed by any governmental organization or agency upon sale or receipt of Services, with the exception of any income taxes imposed on Info-Tech. If Info-Tech is not a resident in Canada, Info-Tech acknowledges that the Customer 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 Info-Tech’s behalf, unless Info-Tech delivers to the Customer a letter provided by the Canada Revenue Agency authorizing a waiver or reduction of the withholding tax. If the Customer remits any such taxes to the Receiver General of Canada, the Customer will obtain and forward the original applicable receipt, certificate or proof of payment promptly to Info-Tech. The Customer’s obligation to pay money to Info-Tech 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 Customer during which payment becomes due, and Treasury Board not having controlled or limited expenditure under that appropriation.
3. **Copyright:** Info-Tech owns all copyrights and all other intellectual property or proprietary rights in any material provided by Info-Tech as part of the Services, whether written or electronic, except if and to the extent such material contains material supplied by the Province. Except as outlined in Sections 6 and 7, Customer shall not directly or indirectly copy, reproduce, or create derivate works of Services and may not resell to or allow its use by any third parties in whole or in part without the express written consent of Info-Tech.
4. Service Agreements between the Customer and Info-Tech will supplement this Master Contract. Service Agreements will outline specific Services to be provided to Customer by Info-Tech, contract terms and applicable fees. A Service Agreement may contain additional licensing provisions with respect to particular Services 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, that document must be capable of being downloaded and electronically stored or printed by the Customer for future reference. However, no existing or future provision in any document incorporated by reference obliging Customer or users to defend, save harmless or give an indemnity will have any force or effect unless expressly set out and agreed to by the Customer in such Service Agreement and compliant with the *Financial Administration Act*, R.S.B.C. 1996, c. 138, including its Guarantee and Indemnities Regulation. In the event of any inconsistency between any provision of this Master Contract and any provision of a Service Agreement, this Master Contract will control.
5. **Access to Services:** The Service Agreement shall set forth how many named individuals (each a “User”) will have access (“Membership”) to the Services. - Customer shall establish appropriate security measures to limit access to the Services to authorized Users. Users shall advise Info-Tech immediately if they discover that their password has been compromised. Customer may not use the Services in any manner that violates this Agreement or any applicable laws or, subject to Section 9 (“Assignment”), sublicense, sell or assign this Agreement. In an internal network environment a Membership is required for each Customer employee that has access through the network to Services. Customer is prohibited from providing access to third parties and to any non-licensed employee. Licenses may be transferred for short periods of time in the event a licence-holder is on leave.
6. **Internal Use of the Services:** Users are entitled to make a single copy of individual research documents for Customers’ personal archival use and Customer may make a copy or slide of each spreadsheet, graphic, table, or portion of text contained in the Services for internal presentation purposes only provided the Info-Tech copyright notice and date of publication is affixed thereto. The User may however forward individual research documents within employee workgroups for decision support. Acting as a librarian is strictly prohibited. The User may download any policies, templates or tools for wider internal use. The User may not alter the policy, template or tool and remove any copyright, trademark or other notices. Inquiries regarding permission to copy or use the Services in any other manner should be directed to Info-Tech’s Public Relations department.
7. **External Use of the Services:** Users may not reproduce or distribute Services externally without Info-Tech’s prior written permission, except if (a) the research document to be distributed is a Request for Proposal (RFP) template being sent to potential vendors or (b) Customer purchases a reprint for an individual research document and if the document is used in its entirety. Customer may excerpt from the Services only if Customer

## Practical Research that Drives Measurable Results

obtains the prior written approval of Info-Tech Public Relations. Customer must comply with Info-Tech's citation policy when using any research externally. The citation policy can be found on Info-Tech's Web site. Customer may not store Services on any information storage and retrieval system.

8. BPS Entities: "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 <https://www2.gov.bc.ca/gov/content/governments/services-for-government/bc-bid-resources/goods-and-services-catalogue/csa-users-list>. For greater clarity, a Provincial Entity is not part of the Province. Info-Tech 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 "Customer" (each, a "BPS Entity Agreement"); for greater certainty, "Province" is not the Customer under such agreements. 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 Info-Tech or separately procuring services similar to Services described in this Agreement from Info-Tech or any other party. 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.
9. **Confidential Information:** In consideration of, and reliance upon the covenants of Customer and Info-Tech herein contained, the parties have or will disclose to each other certain information (hereinafter referred to as "Confidential Information"), including, without limitation, information concerning future or proposed products, financial performance and projections, customers, employees, contracts, strategic relationships, marketing plans and business plans and other information disclosed by a party (the "Disclosing Party") to the other party (the "Receiving Party"). The parties agree not to disclose such confidential information except to its employees who have a need to know with respect to the purposes of this Agreement, and with respect to the Customer, to the BPS Entities in order to consider entering into an agreement with Info-Tech on similar terms and conditions as this Agreement. The Receiving Party shall use at least the same degree of care in safeguarding such confidential information as it uses for its own information of like importance, but in no event less than a standard of reasonable care. Additionally, the Receiving Party may disclose such information to the extent required by law or legal process, including as may be required under the British Columbia *Freedom of Information and Protection of Privacy Act*. Confidential Information is all information of either party that is not generally known to the public, whether of a technical, business or other nature and that has been identified as being proprietary and/or confidential, or would be understood by a reasonable person in the Receiving Party's position to be confidential. Info-Tech will treat as Confidential Information any metadata generated by Customer's use of the Services that identifies Customer's end user or the Customer. However, Info-Tech may disclose any such metadata to a third party under obligation of confidentiality to Info-Tech that is restricted to using such information for the sole purpose of providing services to the Customer.
10. Information, whether disclosed orally, visually or in tangible form (whether by document, electronic media or other form), shall not be considered Confidential Information if such information is non-confidential pursuant to the exceptions in the next sentence. Confidential information shall not include any information that: (1) is in the public domain at the time of its communication; (2) is independently developed by Info-Tech; (3) entered the public domain through no fault of Info-Tech subsequent to Customer's communication to Info-Tech; (4) is in Info-Tech's possession free of any obligation of confidence at the time of Customer's communication to Info-Tech; or (5) is communicated by the Customer to a third party free of any obligation of confidence. Notwithstanding the exceptions above, Info-Tech 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 Info-Tech as a result of the Agreement or any previous agreement between the Customer and Info-Tech dealing with the same subject matter as the Agreement.
11. **User Submissions:** Info-Tech's research services include the ability for clients to contribute content for publication on Info-Tech's Web sites. If your account is used to submit, post, or add content to the Info-Tech's Web sites, (collectively, "User Submissions"), you agree to accept sole responsibility for those User Submissions, including the information, statements, facts, and material contained in any form or medium (e.g., text, audio, video, and photographic) therein.

When you provide any User Submission to us, you grant us, our affiliates, and our partners, a worldwide, irrevocable, royalty-free, nonexclusive, sub-licensable license to use, reproduce, create derivative works of, distribute, publicly perform, publicly display, transfer, transmit, distribute, and publish such User Submission, and subsequent versions thereof. You agree you will not attempt to enforce any so-called "moral rights" in your User Submission against us, our affiliates, and/or our partners. This license will apply to the distribution and the storage of your User Submission in any form, medium, or technology now known or later developed.

By using Info-Tech's research services, you agree that none of your User Submissions will:

- infringe on the intellectual property, trade secret, privacy, publicity, or other rights of others;
- contain false statements or misrepresentations that could damage Info-Tech or any third party;
- include obscene, libelous, defamatory, threatening, harassing, abusive, hateful, sexually explicit, sexually oriented, profane, or embarrassing material, as determined by Info-Tech in its sole discretion;

## Practical Research that Drives Measurable Results

- be illegal or otherwise objectionable;
- contain the private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers, and credit card numbers;
- encourage or facilitate insider trading or anticompetitive behavior;
- include commercial advertisements or solicitations; or
- purport to or actually provide legal or professional advice.

Because Info-Tech's Web sites are available to the public, we cannot guarantee that any User Submissions, even those that you do not intentionally publish, will remain confidential, nor do we guarantee that User Submissions published in a Restricted Area will be available only to Members.

Although you are solely responsible for the content you provide and we do not have a policy of reviewing or monitoring all User Submissions, we reserve the right to pre-screen and/or monitor User Submissions. If we become aware of User Submissions that violate these Terms of Service or that we believe to be otherwise objectionable, we may reject or delete them, or take other action, without notice to you and in our sole discretion.

If you believe that any User Submissions appear to violate these Terms of Service, or if you believe any other user is engaged in illegal, harassing, or objectionable behavior, please contact our Privacy Officer, Davin Juusola <<mailto:djuusola@infotech.com>>.

You acknowledge, consent and agree that Info-Tech may access, preserve and disclose your account information and content if required to do so by law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary to (i) comply with legal process; (ii) enforce these Terms; (iii) respond to claims that any content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property, or personal safety of Info-Tech, its users and the public.

10. **Assignment:** Info-Tech shall have the right to assign this agreement or any rights hereunder without the consent of Customer in the event of a merger, sale of assets or business, or other transfer of control by operation of law or otherwise, provided that the assignee shall assume all obligations and rights hereunder. Except as set out in this Agreement Customer may not assign its rights or obligations hereunder without Info-Tech's written consent.
11. **Non-Infringement Warranty:** Info-Tech warrants that the Services, in the form provided by Info-Tech, will not, to the best of its knowledge, violate or infringe upon the intellectual property rights of any third party.
12. **Indemnification.**

### Info-Tech Indemnification of Customer.

a. Info-Tech must indemnify and save harmless the Customer and the Customer'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 Customer or any of the Customer's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this MCA ends, (each a "Loss") to the extent that the Loss is directly or indirectly caused or contributed to by any act or omission by Info-Tech or by any of Info-Tech's agents, employees, officers, directors or subcontractors in connection with this MCA; or any representation or warranty of Info-Tech being or becoming untrue or incorrect.

b. The indemnification by Info-Tech 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(c) 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;
- ii. third-party intellectual property rights; or
- iii. breach of confidentiality.

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

e. If the Loss is on the basis of a third-party claim that any element of the Services infringes the intellectual property rights of any person, then, without limiting section 12(a), Info-Tech must defend the Customer against that claim at Info-Tech's expense and Info-Tech 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 Info-Tech; and the Customer and Info-Tech will cooperate in the defence of the claim and, where appropriate in the discretion of the Customer, Customer

## Practical Research that Drives Measurable Results

will allow Info-Tech to appoint and instruct counsel and otherwise control the defence and any related settlement negotiations, except that Info-Tech must not agree to any settlement impacting Customer without Customer's prior written authorization.

f. At its own expense Info-Tech will maintain with licensed insurers, such insurance covering the liabilities and obligations of Info-Tech under this Agreement as would be maintained by a reasonable and prudent operator of any business similar to that of Info-Tech. If requested by the Customer at any time, Info-Tech shall provide evidence of such insurance.

### Customer Indemnification of Info-Tech.

g. Customer will indemnify, defend and hold harmless Info-Tech and its equity holders, directors, officers, employees, and agents from all claims, damages, losses, and expenses (including attorneys' fees of Customer in defending any such claim) arising out of or resulting from any third-party claim, action, or other proceeding to the extent based upon or alleging:

- i. Customer's or any of its affiliates' conduct of its business outside the scope of this Agreement, including claims of, and actions by, Customer's customers;
- ii. Customer's gross negligence or willful misconduct; or
- iii. The infringement, violation, or misappropriation of any patent, copyright, trade secret, trademark, contract, or other right or interest of any third party by the Customer Materials or Info-Tech's possession or use thereof as contemplated by this Agreement.

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

- i. Right to Assume Defense. [intentionally deleted] .
- ii. Rights of Defending indemnitor. [intentionally deleted].

13. **WARRANTY:** INFO-TECH WARRANTS THAT THE SERVICES ARE BASED ON COMPILATION AND ANALYSIS OF REASONABLE SOURCES AVAILABLE TO INFO-TECH AT ANY GIVEN TIME AND, THAT ANY OPINIONS REFLECT INFO-TECH JUDGMENT AT THE TIME AND ARE SUBJECT TO CHANGE. THE SERVICES ARE DELIVERED "AS IS", AND INFO-TECH AND ITS SUPPLIERS AND DISTRIBUTORS DO NOT MAKE ANY WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, AND EXCLUDE AND DISCLAIM ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE SERVICES ARE INTENDED SOLELY AS A RESEARCH TOOL AND ARE NOT MEANT AS SPECIFIC GUIDES TO ACTION.
14. **Limited Liability:** **With the exception of the indemnification provision listed in Section 12, Info-Tech's liability under this Agreement under any theory of liability, including, without limitation, negligence, shall be limited to the fees paid by Customer during the preceding twelve months under the Service Agreement under which such liability arose.** Neither party shall be liable for consequential, indirect, special or incidental damages, such as damages for lost profits, business failure or loss, arising out of the use of the services, whether or not such party has been advised of the possibility of such damages. They shall apply even if this agreement is found to have failed in its fundamental or essential purpose or been fundamentally breached.
15. **Governing Law:** This agreement shall be interpreted in accordance with and governed by the laws of the Province of British Columbia, excluding conflicts of laws provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods. The parties hereby submit to the non-exclusive jurisdiction of the Province of British Columbia. Any actions against Info-Tech must be commenced in the courts of British Columbia.
16. **Prior Agreement:** This agreement, together with any Service Agreements, contains the complete and exclusive statement of the agreement between the parties and supersedes all prior and contemporaneous agreements, purchase orders, understandings, proposals, negotiations, representations or warranties of any kind whether written or oral. No oral or written representation that is not expressly contained in this agreement is binding on either party. This agreement cannot be amended or modified, other than by a change made in writing, dated and executed by the parties.
17. **Force Majeure:** Neither party shall be liable for an omission or delay in the execution of its obligations hereunder caused by an event beyond its reasonable control. The time for the performance of the obligation that is so delayed shall be extended by a reasonable time, provided that payments shall not be delayed.
18. **Severability:** In the event any provision of this Master Agreement shall not be enforceable, the remainder of this Master Agreement shall continue in full force and effect.
19. **Miscellaneous:** Customer shall not use Info-Tech's name, trademarks or logo in any promotional materials without Info-Tech's express written consent. The identity of Info-Tech's research clients is not considered personal or confidential information, and Info-Tech may disclose that

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information for promotion and marketing purposes and Customer hereby consents to Info-Tech's use of Customer's name, logos or trademarks on Info-Tech's website or marketing materials.

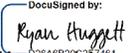
20. No Fettering: Nothing in or under this Agreement, including any requirement to use reasonable or best efforts, act reasonably or in good faith, or not unreasonably withhold consent or approval, may require the Customer to act contrary to its "Standards of Conduct" or to its "Core Policy and Procedures Manual", or to act contrary to or interfere with or otherwise fetter the exercise by the Customer or any of its agencies of any statutory, prerogative, executive or legislative power or duty.

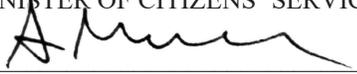
26th April

IN WITNESS WHEREOF this agreement has been entered into by the parties as of the \_\_ day of \_\_\_\_, 202\_1

INFO-TECH RESEARCH GROUP INC.

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, AS REPRESENTED BY THE MINISTER OF CITIZENS' SERVICES

Signature:   
Name: Ryan Huggett  
Title: General Counsel  
Date: 26 April 2021

Signature:   
Name: Alex MacLennan  
Title: Assistant Deputy Minister  
Date: May 10, 2021

Please return original of this signed Agreement to:  
Finance Department  
Info-Tech Research Group Inc.  
340 Ridout Street London, ON N6A 2N8 Canada

345



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Appendix 1 – Service Agreement (template)