

Appendix 6 – Assessment Search Subscription

BC Assessment
Data Services
400-3450 Uptown Blvd
Victoria BC V8Z 0B9



[NTD: Insert contact name and title]
[NTD: Insert Licensee address]

[NTD: Insert Date]

Dear [NTD: Insert Licensee Name]:

RE: Letter Agreement – [NTD: Insert licensee name]

This Letter Agreement sets out the terms and conditions under which the British Columbia Assessment Authority (“BCA”) will authorize [NTD: Insert licensee full name] (the “Licensee” or “you” or “your”) to use Assessment Search, available at BCA’s website at www.bcassessment.ca (the “website”) effective on the date written above (the “Effective Date”).

- Plan.** You hereby purchase the following plan for the following fees (“Fees”): \$1,000 monthly for up to 500 searches per month:
 - Automatically renew monthly
 - Allow for overage charges (if not selected, access will be restricted after 500 searches)
- Authorization.** Subject to this Letter Agreement, BCA hereby authorizes you to use the website to retrieve the data available through search results up to the maximum number of searches set out in Section 1 (the “Licensed Data”) during the term of this Letter Agreement and grants to you a non-exclusive, non-transferrable and non-sublicensable limited license to use the Licensed Data for your internal purposes. BCA is under no obligation to deliver the Licensed Data.
- Terms of Use.** The terms of use set out at https://info.bcassessment.ca/Pages/Terms_of_Use.aspx as of the Effective Date (“Terms of Use”), as amended by BCA from time to time in its sole discretion, are hereby incorporated into and form a part of this Letter Agreement. If there is any discrepancy between the Terms of Use and the provisions in this Letter Agreement, the provisions in this Letter Agreement will govern.
- Prohibitions.** Only you, your authorized employees, officers and directors, and any other users approved by BCA in writing (collectively, the “Authorized Users”) are authorized to use the website and access and use the Licensed Data. You are prohibited from using the website and the Licensed Data in any other manner and for any other purpose except as expressly permitted by this Letter Agreement. You will (a) not sell, license, disclose or otherwise provide the Licensed Data, in any form, whether in whole or in part, to any third party; (b) not sell, license, receive any consideration or otherwise derive any value from the Licensed Data or the website, in any form, whether in whole or in part; (c) not sublicense any rights under this Letter Agreement, including any rights to distributors, resellers or other intermediaries; (d) ensure that the Licensed Data and the website are not used, directly or indirectly, by any of your Authorized Users or third parties for any purpose that is inconsistent with this Letter Agreement; (e) ensure that the Licensed Data and the website are not used for any of the purposes prohibited by section 69 of the *Assessment Act* (BC); (f) take reasonable

steps to prevent any person from disaggregating or reverse engineering the Licensed Data or the website; (g) not distribute the Licensed Data in bulk under any circumstance; (h) not do any act or fail to do any which may prevent or interfere with BCA's ability to monitor your use of the website and the number of searches you conduct; and (i) not use the website or Licensed Data to violate any applicable laws. You will provide BCA with the right, during the your normal business hours and upon no less than 10 days' prior notice, to access the your books and records to verify your compliance with this Agreement, at BCA's own expense, at least once in any calendar year, except that audits may be conducted more frequently if BCA determines, acting reasonably, that there is a need to do so.

5. Privacy and Security. You (and the Authorized Users) will collect, use, retain, disclose and destroy the data included in the Licensed Data in accordance with all applicable privacy laws. You will take reasonable steps to protect the confidentiality, security, accuracy and integrity of the Licensed Data.

6. Term. Subject to Section 7, the term of this Agreement will begin on the Effective Date and:

a. If you select the option to automatically renew, this Letter Agreement will automatically renew each month for an additional month until either party provides the other party with a written notice of termination, in which case this Agreement will terminate 30 days after the date of such termination notice; and

b. If you do not select the option to automatically renew, this Agreement will terminate after 30 days from the Effective Date.

7. Termination. Notwithstanding Section 6, BCA may terminate this Letter Agreement or suspend your access to the website and your license to the Licensed Data immediately by notice in writing to you if you: (a) fail to remedy, to the satisfaction of BCA, any breach of this Letter Agreement that is capable of being remedied within 30 days after the date on which BCA issues to you a written notice requiring you to remedy the breach; (b) breach any material provision of this Letter Agreement and such breach cannot be remedied; (c) fail to pay any Fees when due; or (d) for any reason or no reason on 30 days' notice. Any non-compliance with this Letter Agreement by any Authorized Users, which if carried out by you would constitute a breach of this Letter Agreement, is deemed to be a breach of this Letter Agreement by you. Upon termination, your license to the Licensed Data will terminate and you will destroy or return all copies of the Licensed Data. If BCA terminates this Agreement under Section 7(d), BCA will refund you any Fees you have paid in advance on pro rata basis based on the number of months remaining in the then-current term. On termination of this Letter Agreement, you will return or destroy the Licensed Data. If this Agreement is terminated for any other reason, including under Sections 7(a), 7(b) or 7(c), or expires, you will not be entitled to a refund or any other compensation of any nature. Sections 3, 4, 5, 6, 7, 9 and 10 of this Letter Agreement survive the expiration or termination of this Letter Agreement and may be enforced at any time.

8. Fees, Invoices and Taxes. BCA will invoice you for the Fees [monthly/annually] in advance. If you select the Base Plan and the option to allow for overage charges, BCA may invoice you an additional \$1,000 each time you exceed the 500 search limit (for example, BCA will invoice you after 500 searches for up to 500 additional searches and another \$1,000 after 1,000 searches for up to 500 additional searches and so on). Unless otherwise specified in an invoice, the Fees will be due and payable in full within 30 days of the date of BCA's invoice. Payments made after their due date will incur interest at a rate equal to 15 percent per year. In addition to all Fees payable under this Letter Agreement, you will pay all applicable taxes and duties (including sales, use, value added and similar taxes) that are due or payable with respect to this Letter Agreement or any Fees hereunder. If you select the option to automatically renew this Agreement (Base Plan or Unlimited Plan), BCA may increase or decrease the Fees, in its sole discretion, by providing notice of the revised Fees to you at least 60 days before the term of this Agreement renews under Section 6(a).

9. **Waiver.** To the maximum extent permitted by law, BCA disclaims, and the licensee waives, all representations, warranties or conditions, including any warranty or condition of accuracy, correctness, merchantable quality, merchantability, durability, title, non-infringement, availability or fitness for a particular purpose with respect to the licensed data, website or any other good or service provided under this Letter Agreement. BCA's total liability under this Letter Agreement, and your sole and exclusive remedy, is limited to refunding any Fees actually paid to BCA in the 12 months immediately preceding the claim.
10. **Indemnity.** You will indemnify, defend and hold harmless BCA and its employees, officers, directors, contractors, agents, representatives, successors and assigns from and against any and all damage or losses suffered or incurred by any of them directly or indirectly arising from or relating to: (a) any breach by you of this Letter Agreement or any action or inaction of your Authorized Users which if carried out by the Licensee would constitute a breach of this Agreement; (b) use of the website or Licensed Data by you or Authorized Users; or (c) any actions taken by BCA to enforce the provisions of this Letter Agreement.

If you are in agreement with the above conditions, please sign this Letter Agreement and return it to BCA Data Services at: dataservices@bcassessment.ca.

Signature: _____

Contact Name (printed): _____

[NTD: Insert Licensee full legal name]

Date (Month Day, Year): _____