



MODIFICATION AGREEMENT

Min Contract No.: CSD0839

Resp: 29906

Serv. Line: 30533

Stob: 6001/6002

Project: 2900000

WCB No.:

Modification No.: 1

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by

Climate Action Secretariat
(the "Province", "we", "us" or "our", as applicable)

AND

Backbone Technology
(the "Contractor", "you" or "your" as applicable)

BACKGROUND

- A. The parties entered into an agreement dated 14th day of January, contract number CSD0839, a copy of which is attached as Exhibit 1 (the "Agreement").
- B. The parties have agreed to modify the Agreement.

AGREEMENT

The parties agree as follows:

- 1) That Start Date of Schedule A of the General Service Agreement is amended to December 1, 2007
- 2) That the following paragraph be deleted from attached Schedule A:
Design and Graphic Services at s.17, s.21 to a maximum of \$24,300.00. This includes installation of site management server, installation of video flash development, photo gallery, user fees, pod casting and RSS ongoing content management.
- 3) That 1. Fees of Schedule B be amended to a maximum of \$28,240.35 (includes PST)
Design and Graphic Services at s.17, s.21 This includes installation of site management server, installation of video flash development, photo gallery, user fees, pod casting and RSS ongoing content management.
Technical support at s.17, s.21
Expression License fee and setup -s.17, s.21 (including PST).
Expression - Climate Action Secretariat Website Hosting s.17, s.21 (including PST)
- 4) That Contract Value be amended to a maximum of \$28,240.35
- 5) In all other respect, the Agreement is confirmed.

SIGNED AND DELIVERED on the 4 day of July, 2008 on behalf of the Province by its duly authorized representative:

SIGNATURE

PRINT NAME

SIGNED AND DELIVERED on the 30 day of June, 2008 by or on behalf of the Contractor (or by its authorized signatories if the Contractor is a corporation):

SIGNATURE

PRINT NAME

MINISTRY OF AGRICULTURE AND LANDS
AND MINISTRY OF ENVIRONMENT
ACCOUNTS PAYABLE

JUL 04 2008

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FINANCE AND ADMINISTRATION
BRANCH Page 1

MOE-2011-00157



General Service Agreement

Ministry Contract #: 07/04
Resp: 29906
Service Line: 30533
STOB: Project: 2900000
WCB #:
File #:

0920839

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE
OF BRITISH COLUMBIA as represented by the Minister of
Environment
(the "Province", "we", "us", or "our" as applicable) at the
following address:

David Haslam
c/o Climate Action Secretariat
525 Superior Street
Victoria, BC
V8V 1T7

Fax Number: (250) 356-7528 E-Mail Address:
david.haslam@gov.bc.ca

AND Backbone Technology

(the "Contractor", "you", or "your" as applicable) at the following
address:

4th Floor, 353 Water Street
Vancouver, BC
V6B 1B8

Tel. No: (604) 713-8560
Fax Number: (604) 605-0964 E-Mail Address:
marcus@backbonetechnology.com

THE PARTIES AGREE TO THE TERMS OF THE AGREEMENT SET OUT ON THE ATTACHED PAGES OF THIS
DOCUMENT AND IN THE SCHEDULES OUTLINED BELOW (THIS "AGREEMENT"):

SCHEDULE A - SERVICES

See attached.

Term: See attached.

Start Date: October 24, 2007

End Date: August 31, 2008

SCHEDULE B - FEES AND EXPENSES

Fees: \$24,300.00

Expenses: N/A

Maximum Amount: \$24,300.00 (include PST, where applicable).

MINISTRY OF AGRICULTURE AND LANDS
AND MINISTRY OF ENVIRONMENT
ACCOUNTS PAYABLE

JAN 29 2008

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FINANCE AND ADMINISTRATION
BRANCH

SCHEDULE C - APPROVED SUBCONTRACTOR(S)

N/A

SCHEDULE D - INSURANCE

N/A

SCHEDULE E - PRIVACY PROTECTION

N/A

SCHEDULE F - ADDITIONAL TERMS

N/A

SCHEDULE G - SECURITY

N/A

SIGNED AND DELIVERED on the 17 day of Jan, 2008
on behalf of the Province by its duly authorized representative

Signature:

Print name:

David Haslam

SIGNED AND DELIVERED on the 14 day of Jan, 2008
by or on behalf of the Contractor (or by its authorized signatory or
signatories if the Contractor is a corporation)

Signature(s):

Print name(s): MARK CHARALAMBOS

Revised July/06

READ TERMS ON THE ATTACHED PAGES OF THIS DOCUMENT AND IN THE SCHEDULES OUTLINED ABOVE

Jan 28/08
Julie Turner

TERMS OF GENERAL SERVICE AGREEMENT

CONTRACTOR'S OBLIGATIONS

1. You must provide the services described in Schedule A (the "Services") in accordance with this Agreement. You must provide the Services during the term described in Schedule A (the "Term"), regardless of the date of execution or delivery of this Agreement.
2. Unless the parties otherwise agree in writing, you must supply and pay for all labour, materials, facilities, approvals and licenses necessary or advisable to perform your obligations under this Agreement, including the license under section 14.
3. Unless otherwise specified in this Agreement, you must perform the Services to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, services similar to the Services.
4. You must ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed, and supervised.
5. We may from time to time give you reasonable instructions (in writing or otherwise) as to the performance of the Services. You must comply with those instructions but, unless otherwise specified in this Agreement, you may determine the manner in which the instructions are carried out.
6. You must, upon our request, fully inform us of all work done by you or a subcontractor in connection with providing the Services.
7. You must maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred in relation to this Agreement, in form and content and for a period satisfactory to us.
8. You must permit us at all reasonable times to inspect and copy all accounting records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that, as a result of this Agreement, are
 - (a) produced by you or a subcontractor (the "Produced Material", which includes any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by you or a subcontractor (the "Incorporated Material")), or
 - (b) received by you or a subcontractor from us or any other person (the "Received Material").In this Agreement, the Produced Material and the Received Material is collectively referred to as the "Material".
9. You must treat as confidential all information in the Material and all other information accessed or obtained by you or a subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement and not permit its disclosure without our prior written consent except
 - (a) as required to perform your obligations under this Agreement or to comply with applicable law,
 - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement, or
 - (c) if it is information in any Incorporated Material.
10. You must (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure or disposal, and (b) comply with the Security Schedule, if attached as Schedule G.
11. If you receive a request for access to any of the Material from a person other than us, and this Agreement does not require or authorize you to provide such access, you must advise the person to make the request to us.
12. We exclusively own all property rights in the Material which are not intellectual property rights. You must deliver any Material to us immediately upon our request.
13. We exclusively own all intellectual property rights, including copyright, in
 - (a) Received Material that you receive from us, and
 - (b) Produced Material, other than any Incorporated Material.Upon our request, you must deliver to us documents satisfactory to us waiving in our favour any moral rights which you (or your employees) or a subcontractor (or its employees) may have in the Produced Material, and confirming the vesting in us of the copyright in the Produced Material, other than any Incorporated Material.
14. Upon any Incorporated Material being embedded or incorporated in the Produced Material, you grant us a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material to the extent it remains embedded or incorporated in the Produced Material.
15. You must comply with the Privacy Protection Schedule, if attached as Schedule E.
16. You must maintain and pay for insurance on the terms, including form, amounts, and deductibles, outlined in Schedule D, if attached, as those terms may be modified from time to time in accordance with our directions.
17. You must apply for and, immediately on receipt, remit to us any available refund, rebate or remission of federal or provincial tax or duty that we have paid you for or agreed to pay you for under this Agreement.
18. You must comply with all applicable laws.
19. You must indemnify and save harmless us and our employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that we or any of our employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, or subcontractors in providing the Services.
20. You must not assign any of your rights under this Agreement without our prior written consent.
21. You must not subcontract any of your obligations under this Agreement without our prior written consent other than to persons listed in Schedule C, if that Schedule is attached. No subcontract, whether consented to or not, relieves you from any obligations under this Agreement. You must ensure that any subcontractor you retain fully complies with this Agreement in performing the subcontracted obligations.
22. You must not provide any services to any person in circumstances which, in our reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to us under this Agreement.
23. You must not do anything that would result in personnel hired by you or a subcontractor being considered our employees.
24. You must not commit or purport to commit us to pay any money unless specifically authorized by this Agreement.

PAYMENT

25. If you comply with this Agreement, we must pay you
- (a) the fees described in Schedule B, and
 - (b) the expenses, if any, described in Schedule B if they are supported, where applicable, by proper receipts and, in our opinion, are necessarily incurred by you in providing the Services.

We are not obliged to pay you more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

26. In order to obtain payment of any fees and expenses under this Agreement, you must submit to us a written statement of account in a form satisfactory to us upon completion of the Services or at other times described in Schedule B.
27. We may withhold from any payment due to you an amount sufficient to indemnify us against any liens or other third party claims that have arisen or could arise in connection with the provision of the Services.
28. Our obligation to pay money to you is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.
29. Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
30. We certify to you that the Services purchased under this Agreement are for our use and are being purchased by us with Crown funds and are therefore not subject to the Goods and Services Tax.
31. If you are not a resident in Canada, we may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on your behalf.

TERMINATION

32. We may terminate this Agreement
- (a) for your failure to comply with this Agreement, immediately on giving written notice of termination to you, and
 - (b) for any other reason, on giving at least 10 days' written notice of termination to you.

If we terminate this Agreement under paragraph (b), we must pay you that portion of the fees and expenses described in Schedule B which equals the portion of the Services that was completed to our satisfaction before termination. That payment discharges us from all liability to you under this Agreement.

33. If you fail to comply with this Agreement, we may terminate it and pursue other remedies as well.

GENERAL

34. You are an independent contractor and not our employee, agent, or partner.
35. If you are a corporation, you represent and warrant to us that you have authorized the signatory or signatories who have signed this Agreement on your behalf to enter into and execute this Agreement on your behalf without affixing your common seal.

36. We must make available to you all information in our possession which we consider pertinent to your performance of the Services.

37. This Agreement is governed by and is to be construed in accordance with the laws of British Columbia.

38. Time is of the essence in this Agreement.

39. Any notice contemplated by this Agreement, to be effective, must be in writing and either

- (a) sent by fax to the addressee's fax number specified in this Agreement,
- (b) delivered by hand to the addressee's address specified in this Agreement, or
- (c) mailed by prepaid registered mail to the addressee's address specified in this Agreement.

Any notice mailed in accordance with paragraph (c) is deemed to be received 96 hours after mailing. Either of the parties may give notice to the other of a substitute address or fax number from time to time.

40. A waiver of any term of this Agreement or of any breach by you of this Agreement is effective only if it is in writing and signed by us and is not a waiver of any other term or any other breach.
41. No modification of this Agreement is effective unless it is in writing and signed by the parties.
42. This Agreement and any modification of it constitute the entire agreement between the parties as to performance of the Services.
43. All disputes arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.
44. Sections 6 to 15, 17, 19, 27, 28, 31 to 33 and 43 continue in force indefinitely, even after this Agreement ends.
45. The schedules to this Agreement are part of this Agreement.
46. If there is a conflict between a provision in a schedule to this Agreement and any other provision of this Agreement, the provision in the schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this Agreement.
47. This Agreement does not operate as a permit, license, approval or other statutory authority which you may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with the exercise by the Province or its agencies of any statutory power or duty.
48. The Agreement may be entered into by each party signing a separate copy of this Agreement (including a photocopy or faxed copy) and delivering it to the other party by fax.
49. In this Agreement,
- (a) "includes" and "including" are not intended to be limiting,
 - (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement,
 - (c) "we", "us", and "our" refer to the Province alone and not to the combination of the Contractor and the Province which is referred to as "the parties", and
 - (d) "attached" means attached to this Agreement when used in relation to a schedule.
50. If Schedule F is attached, the additional terms set out in that schedule apply to this Agreement.

General Service Agreement

Backbone Technology - Schedule A

1. Description of Services:

Design and graphic services at s.17, s.21 to a maximum of \$24,300.00. This includes installation of site management server, installation of video flash development, photo gallery, user fees, podcasting and RSS ongoing content management.

Production Of Template Designs Provided For Web Site Look And Feel, Content population, and Final Site Delivery

Design and graphic services to develop site look and feel, corporate branding integration, as well as site elements to be used throughout the site such as menus, product display, forms, and textual layout.

Estimated development time: 80 hrs

Estimated content management and architecture: 40hrs

Estimated Flash development time: 40hrs (dynamic)

Details and work description

- Production of PSD files into slices and custom image files required to produce HTML template versions
- Optimization of all web images
- Creation and deployment of custom style sheets and JavaScript include files required to drive DHTML portions of the site interface
- Conversion of template designs into HTML versions in the Expression template system
- Further conversion of smaller sub elements of the interface into Expression Elements for delivery of dynamic database driven user interface that can deliver content managed in the admin area to the Intranet site.
- Slideshow and Home page Flash (for Flash-based slide gallery. Fully scalable and managed by internal staff, as well as dynamic and xml based).

Additional Items/Features (TBD)

- Video section - Included in fee structure, as well as design and implementation
- Photo Gallery - Included in fee structure, as well as design and implementation
- Podcasting - Included in fee structure, as well as design and implementation
- RSS - Included in fee structure, as well as design and implementation

2. Key Personnel

Marc Charalambous is the designated person to perform the contracted services. Any change in designated persons shall be notified to, and subject to the prior approval of the Climate Action Secretariat administrator, Kirk Smith.

3. Time Period:

Notwithstanding the actual execution date of this agreement, the services under this agreement will be performed during the period commencing December 1, 2007 to August 31, 2008.

General Service Agreement

Backbone Technology

Schedule B - Fees and Expenses

1. FEES:

Fees: \$24,300.00 for performing the Services during the term of this Agreement.

2. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: \$24,300.00 is the maximum amount of fees and expenses which we must pay to you under sections 1 and 2 of this Schedule.

3. STATEMENTS OF ACCOUNT:

Statement of Account: You must deliver to us at the end of the term of this agreement or, if you complete the Services before that time, on the completion of the Services, a written statement of account in a form satisfactory to us containing:

- a. your legal name and address;
- b. the date of the statement;
- c. your calculation of all fees claimed under this agreement, including a declaration that the Services for which you claim fees have been completed;
- d. a chronological listing, in reasonable detail, of any expenses claimed by you with receipts attached, if applicable;
- e. a description of this agreement to which the statement relates;

- f. a statement number for identification; and
- g. any other billing information reasonably requested by us.

4. PAYMENTS DUE:

Payments Due: Within 30 days of our receipt of your written statement of account delivered in accordance with this Schedule, we must pay you the fees and expenses claimed in the statement if they are in accordance with this Schedule.

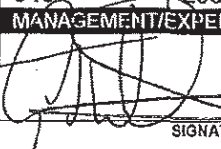
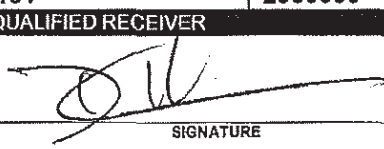
REQUEST FOR APPROVAL – CONTRACT SERVICE

CONTRACT#:

- ☐ AGRICULTURE AND LANDS
☒ ENVIRONMENT
☐ INTEGRATED LAND MANAGEMENT BUREAU
☐ CORPORATE SERVICES
☐ OTHER

SECTION: Climate Action Secretariat		LOCATION: Victoria	
CONTRACTOR (Full legal name): Backbone Technology Inc.		PHONE: (604) 713-8560	
ADDRESS: 4 th Flr, 353 Water Street, Van BC, V6B 1B8		FAX: (604) 605-0964	
EMAIL: marcus@backbonetechnology.com			
DESCRIPTION OF SERVICES: Design and graphic services for website.			
RATIONALE: Desktop publishing expertise; have done work prior for Premier's Office.			
A) WHY A CONTRACT VS IN HOUSE			
B) JUSTIFY IF DIRECT AWARD			

PROCUREMENT PROCESS (Check one)	AIT/TILMA EXCLUSION LIST (Check one)	CATEGORY FOR STOBS 60, 61, 63 CONTRACTS >\$5,000 (Check one)	METHOD OF SELECTION: (Check one)
(MANDATORY DFF FIELDS IN PO MODULE. SEE FOOTNOTES FOR CODE DESCRIPTION.)	(MANDATORY DFF FIELDS IN PO MODULE. SEE FOOTNOTES FOR CODE DESCRIPTION.)	SEE FOOTNOTES FOR CODE DESCRIPTION	
CODE DESCRIPTION	CODE DESCRIPTION	DESCRIPTION	
<input type="checkbox"/> 100 OPEN COMPETITIVE PROCESS <input type="checkbox"/> 200 DIRECT AWARD – PUBLIC SECTOR ORG. <input type="checkbox"/> 201 DIRECT AWARD – SOLE SOURCE <input type="checkbox"/> 202 DIRECT AWARD – EMERGENCY <input type="checkbox"/> 203 DIRECT AWARD – SECURITY, ORDER, ETC. <input type="checkbox"/> 204 DIRECT AWARD – CONFIDENTIALITY <input type="checkbox"/> 205 DIRECT AWARD – NOTICE OF INTENT <input type="checkbox"/> 206 DIRECT AWARD – NO JUSTIFICATION <input checked="" type="checkbox"/> 207 DIRECT AWARD – UNDER \$25,000 <input type="checkbox"/> 300 DIRECT INVITATION TO SELECTED VENDORS <input type="checkbox"/> 400 SELECTED VENDOR FROM PRE-QUALIFICATION LIST <input type="checkbox"/> 401 COMPETITION AMONG VENDORS ON A PRE-QUALIFICATION LIST <input type="checkbox"/> 500 PURCHASE FROM A CORPORATE SUPPLY ARRANGEMENT <input type="checkbox"/> 600 OTHER PURCHASE PROCESS <input type="checkbox"/> 601 OTHER – CONTINUING AGREEMENTS <input type="checkbox"/> 602 OTHER – TRANSFER UNDER AGREEMENT	<input type="checkbox"/> 100 PURCHASE SUBJECT TO AIT <input type="checkbox"/> 200 PURCHASE BELOW APPLICABLE AIT THRESHOLD <input type="checkbox"/> 300 PURCHASE OF AN EXEMPTED COMMODITY/SERVICE <input type="checkbox"/> 400 EXCLUDED – EMERGENCY <input type="checkbox"/> 500 EXCLUDED – SECURITY, ORDER, ETC. <input type="checkbox"/> 600 EXCLUDED – PRODUCT COMPATIBILITY/EXCLUSIVE RIGHTS <input type="checkbox"/> 700 EXCLUDED – PROCUREMENT OF PROTOTYPE <input type="checkbox"/> 800 EXCLUDED – REGIONAL /ECONOMIC DEVELOPMENT <input type="checkbox"/> 900 EXCLUDED – RISP PROGRAM (MOT)	<input type="checkbox"/> GMA <input type="checkbox"/> HR/LR <input type="checkbox"/> IT <input type="checkbox"/> PRA <input type="checkbox"/> PM <input type="checkbox"/> COM <input type="checkbox"/> BSA <input type="checkbox"/> OP <input type="checkbox"/> OTH	<input checked="" type="checkbox"/> DIRECT AWARD <input type="checkbox"/> INVITATION TO QUOTE <input type="checkbox"/> REQUEST FOR PROPOSAL <input type="checkbox"/> NOTICE OF INTENT <input type="checkbox"/> PHONE BIDS INSURANCE REQUIREMENT <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO WCB # (IF APPLICABLE)
LEGAL SERVICES REVIEW REQUIRED IF ≥ \$100,000		RECOVERABLE	APPROVED SUB-CONTRACTOR:
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	

TERM OF AGREEMENT	FROM: October 24 / 07	TO: August 31 / 08	FEE (HOUR/DAY ETC) \$
MAX FEE PAYABLE: \$ 24,300		MAX EXPENSES PAYABLE: \$ N/A	TOTAL VALUE: \$ 24,300
CLIENT	RESPONSIBILITY	SERVICE LINE	STOB
048	29906	30533	6101
PROJECT		2900000	
MANAGEMENT/EXPENSE AUTHORITY APPROVAL		QUALIFIED RECEIVER	
 SIGNATURE		 SIGNATURE	
1/23/08 DATE		x DATE	
EXPENSE AUTHORITY (PLEASE TYPE IN NAME)		CONTRACT MONITOR (PLEASE TYPE IN NAME)	
Graham Whitmarsh		David Haslam	