



November 8, 2021

Government of British Columbia

To whom it may concern,

This letter will confirm that the Vancouver Free Press Publishing Corp. is the exclusive agent and authorized distributor of Georgia Straight content to the Government of British Columbia. As sole source provider, without prior permission from the Vancouver Free Press Publishing Corp., a third party may not transmit, store or provide delivery of the Georgia Straight content.

Thank you,

**Jeff Li**

Solutions Architect

The Georgia Straight

j\_li@straight.com



Contract #: C20GCPE

This Agreement is dated November 1, 2019 and is made between:

Vancouver Free Press Publishing Corp  
("GS")

and

Her Majesty the Queen in Right of the Province of British Columbia, represented by the Minister of Finance, Government Communications and Public Engagement  
("BC")

Whereas GS is the publisher of online media content;

And whereas BC desires to obtain Content from GS for a maximum of 400 Direct Users and 2,500 Indirect Users (collectively "Users");

Therefore the parties have agreed to enter into this Agreement whereby certain rights are being granted by GS to BC on the terms set forth below.

## Article 1 Interpretation and General

### 1.01 Headings

The headings in this Agreement form no part of this Agreement and are deemed to have been inserted for convenience only.

### 1.02 Number

Where applicable words of the singular shall include the plural and vice versa.

### 1.03 Notices

(a) All notices required to be given herein shall be given in writing in accordance with this Article.

(b) Notices may be personally delivered, sent by registered mail or faxed:

(i) to Vancouver Free Press Publishing Corp as follows:

Chet Woodside  
Vancouver Free Press Publishing Corp  
1635 West Broadway  
Vancouver, BC  
V6J 1W9  
Telephone Number: 604-730-7000  
Fax Number: 604-730-7010

(ii) to BC as follows:

Scott Ryckman, Director  
Today's News Online  
Government of British Columbia  
PO Box 9409 Stn Prov Government  
Victoria BC  
V8W 9V1  
Telephone Number: 250-356-5735  
Fax Number: 250-387-7501

(c) Any notice sent by registered mail shall be deemed to have been received by the party to whom it was addressed on the 4th regular mail delivery day following the day on which it was posted provided that in the event of a postal interruption notices must be personally delivered or sent by fax. Any notice personally delivered or faxed shall be deemed to have been received by the party to whom it was addressed on the day following personal delivery or faxing.

(d) Any party can change its address for notices by notice to the other party or parties as provided for in this Article.

#### 1.04 Confidential Information

(a) Each party shall keep confidential all confidential information of the other party that becomes known to a party as a result of this Agreement. Each party shall ensure that confidential information of the other party shall only be disclosed to those employees and agents with a need to know that information.

(b) Confidential information includes any information regarding the financial terms of this Agreement, all information identified as confidential by a party and all information that by its nature ought to be considered confidential save information:

- (i) that is publicly available;
- (ii) that the receiving party has obtained from a third party having no obligations of confidentiality to the disclosing party;
- (iii) that the receiving party can establish was in its possession prior to the date of this Agreement or independently developed by the receiving party through an employee or agent having no access to the confidential information;
- (iv) a party is required to disclose pursuant to any order of any court or tribunal or governmental authority or as otherwise required by law.

#### 1.05 Time of Essence

Time is of the essence in this Agreement.

#### 1.06 Doing Acts To Achieve Intent

The parties agree to do such things and execute such documents as may be necessary to carry out the terms of this Agreement.

#### 1.07 Waiver

A waiver by either party of any breach of this Agreement shall not be construed to be a waiver of any preceding or subsequent breach.

#### 1.08 Independency of Parties

There is no relationship of joint venture, partnership or agency between the parties. No party may enter into any contracts or incur any expense or liability on behalf of the other party without the express written consent of the other party.

#### 1.09 Severability

If any term of this Agreement is found to be illegal or unenforceable by a court of competent jurisdiction that term shall be deemed to be severed from this Agreement.

#### 1.10 Law and Jurisdiction

This Agreement shall be interpreted in accordance with and governed by the laws of the Province of British Columbia. Any litigation concerning any dispute between the parties may only be brought in a court in British Columbia.

#### 1.11 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. No representation, understanding, or agreement exists between the parties except as expressly set out herein. No modification of this Agreement or any contrary or superseding term or condition howsoever arising is effective unless it is in writing and signed by, or on behalf of, the parties.

#### 1.12 Assignment

Neither party may assign this Agreement without the written consent of the other, provided that consent may not be unreasonably withheld.

#### 1.13 Force Majeure

Neither party shall bear any responsibility or liability for any losses arising out of any delay or interruption of its performance or obligations (save for any obligation to make any payment) due to any act of God, act of governmental authority, act of public enemy or due to war, riot, fire, flood, civil commotion, strike, work stoppage, work slowdown or any other cause beyond the control of the party so affected.

#### 1.14 Trade Marks

Save and except as maybe required by the parties in order to perform their obligations hereunder, neither party may use in any form whatsoever the trade name or trade marks of the other party or parties without the express written permission of the party with the trade name or trade mark to be used.

### 1.15 Interest and Currency

Interest is payable in accordance with the British Columbia *Interest on Overdue Accounts Payable Regulation* on any outstanding payment under this Agreement. All money payable hereunder is payable in Canadian currency.

### 1.16 Similar Agreements

Nothing will be deemed to limit or restrict GS from entering into agreements with any other party covering rights similar or identical to the rights provided hereunder.

## Article 2 GS Grant

### 2.01 Description of Grant

Provided that all payments required to be made hereunder are made by BC and BC is not in breach of this Agreement, GS hereby provides BC with a non-exclusive license to receive a continuous feeds of all GS Content (as defined below) in XML format as well as a JPEG file (96 pixels/inch with an image size of 296 x 596 pixels or better) of all GS Front Pages (as defined below), no more than 5 minutes from time of first public availability and a non-exclusive license to distribute the Content to a maximum of 400 Direct Users and 2,500 Indirect Users of BC's "Today's News Online" media monitoring service and website ("TNO"). For the purposes of this Agreement, a "Direct User" is any person to whom BC has allocated a username for use of the TNO website and "Indirect Users" means any persons referred to in Schedule "A" to this Agreement. For clarity, the TNO is the internal, password protected, non-commercial, media monitoring site and service provided by the Government of the Province of British Columbia at the following URL: <http://tno.gov.bc.ca>. For greater certainty, nothing in this Agreement shall in any way serve to limit BC's ability to provide access to the TNO itself. BC has the right to archive all Content for 120 months and must each day delete, from all storage devices, all Content which was received more than 120 months earlier.

### 2.02 Definition of Content and Front Pages

For the purposes of this Agreement, "Content" means any data, information or other content obtained by BC through the service provided by GS pursuant to this Agreement, including by way of GS's full news feed by way of File Transfer Protocol (FTP) transfer and all material posted to the GS website at <https://www.straight.com> and "Front Pages" means the complete front page of the weekly Georgia Straight print edition. GS will not provide to BC any Content for which GS does not hold copyright or a license to provide such item to third parties for use as contemplated by this Agreement. Content may only be provided by BC to Users by means of electronic distribution. Content provided to Users is only for the sole use of Users for information and reference purposes, and may be copied and reproduced by Users for such purposes. No part of the Content may, for any commercial purpose, be used, copied, reproduced, republished, modified, transmitted, or posted on any web site other than the TNO, without the prior written approval of GS.

### Article 3 BC Covenants

#### 3.01 Payments

In consideration of the rights and license granted to BC pursuant to this Agreement, BC will pay GS the annual sum of \$9,000.00 (nine thousand dollars) in monthly \$750 (seven hundred and fifty dollar) payments within 45 (forty five) days following receipt of an invoice from GS.

#### 3.02 Restrictions

BC will comply with all restrictions set forth in this Agreement.

#### 3.03 Use of Content

The license granted herein is non-transferable. BC may not sub-license any of its rights under this Agreement. Without limiting the generality of the foregoing, BC may not provide any Content to content distributors, information vendors, media monitoring agencies, syndicators or any similar business for resale or redistribution in any form or in any media.

#### 3.04 Credit

All Content distributed to Users will contain a copyright notice if, and as, included by GS with such Content.

#### 3.05 Ownership

GS represents and warrants, and BC acknowledges, that GS exclusively owns all intellectual property rights in the Content or has been licensed by third parties to grant the rights set forth herein. GS further represents and warrants that the Content, and the granting of the rights to BC pursuant to this Agreement, do not and will not infringe the intellectual property or any other rights of any third parties.

### Article 4 Term

#### 4.01 Term

Notwithstanding the date of execution and delivery of this Agreement, the term of this Agreement is 12 months commencing November 1, 2019.

### Article 5 Events of Default/Termination

#### 5.01 Termination

Either party may, at its option, elect to immediately terminate this Agreement if the other party:

- (a) becomes bankrupt or insolvent or files any proposal or makes any assignment for the benefit of creditors;
- (b) has a receiver appointed, either voluntarily or involuntarily, for any of its assets;
- (c) ceases to carry on business as a going concern or is ordered to be wound up;
- (d) assigns or attempts to assign this Agreement without written consent; or

(e) is in breach of or has breached any term of this Agreement and fails to rectify the same within 30 days of written notice.

#### 5.02 Rights and Obligations Upon Termination

The termination of this Agreement pursuant to the terms hereof shall not limit any party with respect to any rights otherwise available in law or in equity and shall be without prejudice to the enforcement of any rights accrued to the date of termination.

### Article 6 Limitation of Liability/ Indemnity

#### 6.01 Accuracy/Reliability

GS will make reasonable efforts to ensure the accuracy and reliability of the Content. BC acknowledges that GS, its officers, directors, employees, agents and third party information providers will not be held liable for any damages suffered or incurred by BC as a result of inaccuracies, errors or omission howsoever such inaccuracies, error or omissions arise. All risks in respect of the use of Content by BC are assumed by BC and its Users.

#### 6.02 Exclusion of Warranty

Except as expressly stated herein, there are no warranties, condition, guaranties or representations as to merchantability, fitness for a purpose or other warranties, conditions, guaranties or representations, whether express or implied, in law or in fact, oral or in writing. Each party acknowledges that it has not relied upon any warranty, condition, guaranty or representation made by the other except as specifically set forth in this agreement.

#### 6.03 Special Damages

Under no circumstances will GS, its agents, directors, officers, employees, information providers, licensors or agents be liable for any indirect, incidental, special or consequential damages or loss of profits even if GS has been advised of the possibility thereof.

#### 6.04 Limitation Period

Other than pursuant to section 6.05, no action whatsoever, arising out of this Agreement, may be brought by either party more than one year after the cause of action has occurred.

#### 6.05 Indemnity

GS will indemnify and save harmless BC and BC's employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that BC or any of BC's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, for any claim of infringement of third-party intellectual property rights, where such claim is based upon, arises out of or occurs, directly or indirectly, by reason of any act or omission by GS or by any of its agents, employees, officers or directors in connection with this Agreement, as well as for any representation or warranty set out in this Agreement being or becoming untrue, excepting always liability arising out of the independent acts or omissions of BC and BC's employees and agents.



Article 7

7.01 Both parties warrant to each other that they have the capacity and authority to enter into this Agreement and perform their respective duties and obligations under this Agreement with prior consent from third parties, if any, obtained as required.

The parties have executed this Agreement as set forth below:

For GS Media Group Inc.

For Her Majesty the Queen in right of the  
Province of British Columbia, by an authorized  
representative of the Minister of Finance

\_\_\_\_\_  
SIGNATURE

CHET WOODSIDE

\_\_\_\_\_  
NAME

MANAGER

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

RAMAN DALE

\_\_\_\_\_  
NAME

EXECUTIVE DIRECTOR

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

## SCHEDULE A

### Indirect Users

An Indirect User is any employee, contractor or employee of a contractor of:

- the Government of the Province of British Columbia;
- any independent offices, associations, agencies, authorities, commissions, trusts or societies of the Government of the Province of British Columbia;
- any Government of the Province of British Columbia Crown Corporations;
- any provincial health authority in the Province of British Columbia;
- the Research Universities' Council of BC;
- the Post Secondary Employers' Association of British Columbia; and
- any other entity as the parties may from time to time agree through an exchange of written correspondence.

This Agreement is dated November 1, 2020 and is made between:

Vancouver Free Press Publishing Corp  
("GS")

and

Her Majesty the Queen in right of the Province of British Columbia, represented by the Minister  
of Finance  
("BC")

Whereas GS is the publisher of online media content;

And whereas BC desires to obtain Content from GS for a maximum of 400 Direct Users and 2,500  
Indirect Users (collectively "Users");

Therefore the parties have agreed to enter into this Agreement whereby certain rights are being  
granted by GS to BC on the terms set forth below.

## Article 1 Interpretation and General

### 1.01 Headings

The headings in this Agreement form no part of this Agreement and are deemed to have been  
inserted for convenience only.

### 1.02 Number

Where applicable words of the singular shall include the plural and vice versa.

### 1.03 Notices

(a) All notices required to be given herein shall be given in writing in accordance with this Article.

(b) Notices may be personally delivered, sent by registered mail or faxed:

(i) to Vancouver Free Press Publishing Corp as follows:

Jeff Li  
Vancouver Free Press Publishing Corp  
1635 West Broadway  
Vancouver, BC  
V6J 1W9  
Telephone Number: 604-730-7000  
Fax Number: 604-730-7010

(ii) to BC as follows:

Scott Ryckman, Director  
Today's News Online  
Government of British Columbia  
PO Box 9409 Stn Prov Government  
Victoria BC  
V8W 9V1  
Telephone Number: 250-356-5735  
Fax Number: 250-387-7501

(c) Any notice sent by registered mail shall be deemed to have been received by the party to whom it was addressed on the 4th regular mail delivery day following the day on which it was posted provided that in the event of a postal interruption notices must be personally delivered or sent by fax. Any notice personally delivered or faxed shall be deemed to have been received by the party to whom it was addressed on the day following personal delivery or faxing.

(d) Any party can change its address for notices by notice to the other party or parties as provided for in this Article.

#### 1.04 Confidential Information

(a) Each party shall keep confidential all confidential information of the other party that becomes known to a party as a result of this Agreement. Each party shall ensure that confidential information of the other party shall only be disclosed to those employees and agents with a need to know that information.

(b) Confidential information includes any information regarding the financial terms of this Agreement, all information identified as confidential by a party and all information that by its nature ought to be considered confidential save information:

- (i) that is publicly available;
- (ii) that the receiving party has obtained from a third party having no obligations of confidentiality to the disclosing party;
- (iii) that the receiving party can establish was in its possession prior to the date of this Agreement or independently developed by the receiving party through an employee or agent having no access to the confidential information;
- (iv) a party is required to disclose pursuant to any order of any court or tribunal or governmental authority or as otherwise required by law.

#### 1.05 Time of Essence

Time is of the essence in this Agreement.

#### 1.06 Doing Acts To Achieve Intent

The parties agree to do such things and execute such documents as may be necessary to carry out the terms of this Agreement.

#### 1.07 Waiver

A waiver by either party of any breach of this Agreement shall not be construed to be a waiver of any preceding or subsequent breach.

#### 1.08 Independency of Parties

There is no relationship of joint venture, partnership or agency between the parties. No party may enter into any contracts or incur any expense or liability on behalf of the other party without the express written consent of the other party.

#### 1.09 Severability

If any term of this Agreement is found to be illegal or unenforceable by a court of competent jurisdiction that term shall be deemed to be severed from this Agreement.

#### 1.10 Law and Jurisdiction

This Agreement shall be interpreted in accordance with and governed by the laws of the Province of British Columbia. Any litigation concerning any dispute between the parties may only be brought in a court in British Columbia.

#### 1.11 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. No representation, understanding, or agreement exists between the parties except as expressly set out herein. No modification of this Agreement or any contrary or superseding term or condition howsoever arising is effective unless it is in writing and signed by, or on behalf of, the parties.

#### 1.12 Assignment

Neither party may assign this Agreement without the written consent of the other, provided that consent may not be unreasonably withheld.

#### 1.13 Force Majeure

Neither party shall bear any responsibility or liability for any losses arising out of any delay or interruption of its performance or obligations (save for any obligation to make any payment) due to any act of God, act of governmental authority, act of public enemy or due to war, riot, fire, flood, civil commotion, strike, work stoppage, work slowdown or any other cause beyond the control of the party so affected.

#### 1.14 Trade Marks

Save and except as maybe required by the parties in order to perform their obligations hereunder, neither party may use in any form whatsoever the trade name or trade marks of the other party or parties without the express written permission of the party with the trade name or trade mark to be used.

### 1.15 Interest and Currency

Interest is payable in accordance with the British Columbia *Interest on Overdue Accounts Payable Regulation* on any outstanding payment under this Agreement. All money payable hereunder is payable in Canadian currency.

### 1.16 Similar Agreements

Nothing will be deemed to limit or restrict GS from entering into agreements with any other party covering rights similar or identical to the rights provided hereunder.

## Article 2 GS Grant

### 2.01 Description of Grant

Provided that all payments required to be made hereunder are made by BC and BC is not in breach of this Agreement, GS hereby provides BC with a non-exclusive license to receive a continuous feeds of all GS Content (as defined below) in XML format as well as a JPEG file (96 pixels/inch with an image size of 296 x 596 pixels or better) of all GS Front Pages (as defined below), no more than 5 minutes from time of first public availability and a non-exclusive license to distribute the Content to a maximum of 400 Direct Users and 2,500 Indirect Users of BC's "Today's News Online" media monitoring service and website ("TNO"). For the purposes of this Agreement, a "Direct User" is any person to whom BC has allocated a username for use of the TNO website and "Indirect Users" means any persons referred to in Schedule "A" to this Agreement. For clarity, the TNO is the internal, password protected, non-commercial, media monitoring site and service provided by the Government of the Province of British Columbia at the following URL: <http://tno.gov.bc.ca>. For greater certainty, nothing in this Agreement shall in any way serve to limit BC's ability to provide access to the TNO itself. BC has the right to archive all Content for 120 months and must each day delete, from all storage devices, all Content which was received more than 120 months earlier.

### 2.02 Definition of Content and Front Pages

For the purposes of this Agreement, "Content" means any data, information or other content obtained by BC through the service provided by GS pursuant to this Agreement, including by way of GS's full news feed by way of File Transfer Protocol (FTP) transfer and all material posted to the GS website at <https://www.straight.com> and "Front Pages" means the complete front page of the weekly Georgia Straight print edition. GS will not provide to BC any Content for which GS does not hold copyright or a license to provide such item to third parties for use as contemplated by this Agreement. Content may only be provided by BC to Users by means of electronic distribution. Content provided to Users is only for the sole use of Users for information and reference purposes, and may be copied and reproduced by Users for such purposes. No part of the Content may, for any commercial purpose, be used, copied, reproduced, republished, modified, transmitted, or posted on any web site other than the TNO, without the prior written approval of GS.

## Article 3 BC Covenants

### 3.01 Payments

In consideration of the rights and license granted to BC pursuant to this Agreement, BC will pay GS the annual sum of \$9,000.00 (nine thousand dollars) in monthly \$750 (seven hundred and fifty dollar) payments within 45 (forty five) days following receipt of an invoice from GS.

### 3.02 Restrictions

BC will comply with all restrictions set forth in this Agreement.

### 3.03 Use of Content

The license granted herein is non-transferable. BC may not sub-license any of its rights under this Agreement. Without limiting the generality of the foregoing, BC may not provide any Content to content distributors, information vendors, media monitoring agencies, syndicators or any similar business for resale or redistribution in any form or in any media.

### 3.04 Credit

All Content distributed to Users will contain a copyright notice if, and as, included by GS with such Content.

### 3.05 Ownership

GS represents and warrants, and BC acknowledges, that GS exclusively owns all intellectual property rights in the Content or has been licensed by third parties to grant the rights set forth herein. GS further represents and warrants that the Content, and the granting of the rights to BC pursuant to this Agreement, do not and will not infringe the intellectual property or any other rights of any third parties.

## Article 4 Term

### 4.01 Term

Notwithstanding the date of execution and delivery of this Agreement, the term of this Agreement is 12 months commencing November 1, 2021.

## Article 5 Events of Default/Termination

### 5.01 Termination

Either party may, at its option, elect to immediately terminate this Agreement if the other party:

- (a) becomes bankrupt or insolvent or files any proposal or makes any assignment for the benefit of creditors;
- (b) has a receiver appointed, either voluntarily or involuntarily, for any of its assets;
- (c) ceases to carry on business as a going concern or is ordered to be wound up;
- (d) assigns or attempts to assign this Agreement without written consent; or

(e) is in breach of or has breached any term of this Agreement and fails to rectify the same within 30 days of written notice.

#### 5.02 Rights and Obligations Upon Termination

The termination of this Agreement pursuant to the terms hereof shall not limit any party with respect to any rights otherwise available in law or in equity and shall be without prejudice to the enforcement of any rights accrued to the date of termination.

### Article 6 Limitation of Liability/ Indemnity

#### 6.01 Accuracy/Reliability

GS will make reasonable efforts to ensure the accuracy and reliability of the Content. BC acknowledges that GS, its officers, directors, employees, agents and third party information providers will not be held liable for any damages suffered or incurred by BC as a result of inaccuracies, errors or omission howsoever such inaccuracies, error or omissions arise. All risks in respect of the use of Content by BC are assumed by BC and its Users.

#### 6.02 Exclusion of Warranty

Except as expressly stated herein, there are no warranties, condition, guaranties or representations as to merchantability, fitness for a purpose or other warranties, conditions, guaranties or representations, whether express or implied, in law or in fact, oral or in writing. Each party acknowledges that it has not relied upon any warranty, condition, guaranty or representation made by the other except as specifically set forth in this agreement.

#### 6.03 Special Damages

Under no circumstances will GS, its agents, directors, officers, employees, information providers, licensors or agents be liable for any indirect, incidental, special or consequential damages or loss of profits even if GS has been advised of the possibility thereof.

#### 6.04 Limitation Period

Other than pursuant to section 6.05, no action whatsoever, arising out of this Agreement, may be brought by either party more than one year after the cause of action has occurred.

#### 6.05 Indemnity

GS will indemnify and save harmless BC and BC's employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that BC or any of BC's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, for any claim of infringement of third-party intellectual property rights, where such claim is based upon, arises out of or occurs, directly or indirectly, by reason of any act or omission by GS or by any of its agents, employees, officers or directors in connection with this Agreement, as well as for any representation or warranty set out in this Agreement being or becoming untrue, excepting always liability arising out of the independent acts or omissions of BC and BC's employees and agents.



## Article 7

7.01 Both parties warrant to each other that they have the capacity and authority to enter into this Agreement and perform their respective duties and obligations under this Agreement with prior consent from third parties, if any, obtained as required.

The parties have executed this Agreement as set forth below:

For Vancouver Free Press Publishing Corp.

For Her Majesty the Queen in right of the  
Province of British Columbia, by an authorized  
representative of the Minister of Finance

\_\_\_\_\_  
SIGNATURE

JEFF LI

\_\_\_\_\_  
NAME

SOLUTIONS ARCHITECT

\_\_\_\_\_  
TITLE

MARCH 18, 2021

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

RAMAN DALE

\_\_\_\_\_  
NAME

EXECUTIVE DIRECTOR

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

## SCHEDULE A

### Indirect Users

An Indirect User is any employee, contractor or employee of a contractor of:

- the Government of the Province of British Columbia;
- any independent offices, associations, agencies, authorities, commissions, trusts or societies of the Government of the Province of British Columbia;
- any Government of the Province of British Columbia Crown Corporations;
- any provincial health authority in the Province of British Columbia;
- the Research Universities' Council of BC;
- the Post Secondary Employers' Association of British Columbia; and
- any other entity as the parties may from time to time agree through an exchange of written correspondence.

This Agreement is dated November 1, 2021 and is made between:

Vancouver Free Press Publishing Corp  
("GS")

and

Her Majesty the Queen in right of the Province of British Columbia, represented by the Minister  
of Finance  
("BC")

Whereas GS is the publisher of online media content;

And whereas BC desires to obtain Content from GS for a maximum of 400 Direct Users and 2,500  
Indirect Users (collectively "Users");

Therefore the parties have agreed to enter into this Agreement whereby certain rights are being  
granted by GS to BC on the terms set forth below.

## Article 1 Interpretation and General

### 1.01 Headings

The headings in this Agreement form no part of this Agreement and are deemed to have been  
inserted for convenience only.

### 1.02 Number

Where applicable words of the singular shall include the plural and vice versa.

### 1.03 Notices

(a) All notices required to be given herein shall be given in writing in accordance with this Article.

(b) Notices may be personally delivered, sent by registered mail or faxed:

(i) to Vancouver Free Press Publishing Corp as follows:

Jeff Li  
Vancouver Free Press Publishing Corp  
1635 West Broadway  
Vancouver, BC  
V6J 1W9  
Telephone Number: 604-730-7000  
Fax Number: 604-730-7010

(ii) to BC as follows:

Scott Ryckman, Director  
Today's News Online  
Government of British Columbia  
PO Box 9409 Stn Prov Government  
Victoria BC  
V8W 9V1  
Telephone Number: 250-356-5735  
Fax Number: 250-387-7501

(c) Any notice sent by registered mail shall be deemed to have been received by the party to whom it was addressed on the 4th regular mail delivery day following the day on which it was posted provided that in the event of a postal interruption notices must be personally delivered or sent by fax. Any notice personally delivered or faxed shall be deemed to have been received by the party to whom it was addressed on the day following personal delivery or faxing.

(d) Any party can change its address for notices by notice to the other party or parties as provided for in this Article.

#### 1.04 Confidential Information

(a) Each party shall keep confidential all confidential information of the other party that becomes known to a party as a result of this Agreement. Each party shall ensure that confidential information of the other party shall only be disclosed to those employees and agents with a need to know that information.

(b) Confidential information includes any information regarding the financial terms of this Agreement, all information identified as confidential by a party and all information that by its nature ought to be considered confidential save information:

- (i) that is publicly available;
- (ii) that the receiving party has obtained from a third party having no obligations of confidentiality to the disclosing party;
- (iii) that the receiving party can establish was in its possession prior to the date of this Agreement or independently developed by the receiving party through an employee or agent having no access to the confidential information;
- (iv) a party is required to disclose pursuant to any order of any court or tribunal or governmental authority or as otherwise required by law.

#### 1.05 Time of Essence

Time is of the essence in this Agreement.

#### 1.06 Doing Acts To Achieve Intent

The parties agree to do such things and execute such documents as may be necessary to carry out the terms of this Agreement.

#### 1.07 Waiver

A waiver by either party of any breach of this Agreement shall not be construed to be a waiver of any preceding or subsequent breach.

#### 1.08 Independency of Parties

There is no relationship of joint venture, partnership or agency between the parties. No party may enter into any contracts or incur any expense or liability on behalf of the other party without the express written consent of the other party.

#### 1.09 Severability

If any term of this Agreement is found to be illegal or unenforceable by a court of competent jurisdiction that term shall be deemed to be severed from this Agreement.

#### 1.10 Law and Jurisdiction

This Agreement shall be interpreted in accordance with and governed by the laws of the Province of British Columbia. Any litigation concerning any dispute between the parties may only be brought in a court in British Columbia.

#### 1.11 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. No representation, understanding, or agreement exists between the parties except as expressly set out herein. No modification of this Agreement or any contrary or superseding term or condition howsoever arising is effective unless it is in writing and signed by, or on behalf of, the parties.

#### 1.12 Assignment

Neither party may assign this Agreement without the written consent of the other, provided that consent may not be unreasonably withheld.

#### 1.13 Force Majeure

Neither party shall bear any responsibility or liability for any losses arising out of any delay or interruption of its performance or obligations (save for any obligation to make any payment) due to any act of God, act of governmental authority, act of public enemy or due to war, riot, fire, flood, civil commotion, strike, work stoppage, work slowdown or any other cause beyond the control of the party so affected.

#### 1.14 Trade Marks

Save and except as maybe required by the parties in order to perform their obligations hereunder, neither party may use in any form whatsoever the trade name or trade marks of the other party or parties without the express written permission of the party with the trade name or trade mark to be used.

### 1.15 Interest and Currency

Interest is payable in accordance with the British Columbia *Interest on Overdue Accounts Payable Regulation* on any outstanding payment under this Agreement. All money payable hereunder is payable in Canadian currency.

### 1.16 Similar Agreements

Nothing will be deemed to limit or restrict GS from entering into agreements with any other party covering rights similar or identical to the rights provided hereunder.

## Article 2 GS Grant

### 2.01 Description of Grant

Provided that all payments required to be made hereunder are made by BC and BC is not in breach of this Agreement, GS hereby provides BC with a non-exclusive license to receive a continuous feeds of all GS Content (as defined below) in XML format as well as a JPEG file (96 pixels/inch with an image size of 296 x 596 pixels or better) of all GS Front Pages (as defined below), no more than 5 minutes from time of first public availability and a non-exclusive license to distribute the Content to a maximum of 400 Direct Users and 2,500 Indirect Users of BC's "Today's News Online" media monitoring service and website ("TNO"). For the purposes of this Agreement, a "Direct User" is any person to whom BC has allocated a username for use of the TNO website and "Indirect Users" means any persons referred to in Schedule "A" to this Agreement. For clarity, the TNO is the internal, password protected, non-commercial, media monitoring site and service provided by the Government of the Province of British Columbia at the following URL: <http://tno.gov.bc.ca>. For greater certainty, nothing in this Agreement shall in any way serve to limit BC's ability to provide access to the TNO itself. BC has the right to archive all Content for 120 months and must each day delete, from all storage devices, all Content which was received more than 120 months earlier.

### 2.02 Definition of Content and Front Pages

For the purposes of this Agreement, "Content" means any data, information or other content obtained by BC through the service provided by GS pursuant to this Agreement, including by way of GS's full news feed by way of File Transfer Protocol (FTP) transfer and all material posted to the GS website at <https://www.straight.com> and "Front Pages" means the complete front page of the weekly Georgia Straight print edition. GS will not provide to BC any Content for which GS does not hold copyright or a license to provide such item to third parties for use as contemplated by this Agreement. Content may only be provided by BC to Users by means of electronic distribution. Content provided to Users is only for the sole use of Users for information and reference purposes, and may be copied and reproduced by Users for such purposes. No part of the Content may, for any commercial purpose, be used, copied, reproduced, republished, modified, transmitted, or posted on any web site other than the TNO, without the prior written approval of GS.

## Article 3 BC Covenants

### 3.01 Payments

In consideration of the rights and license granted to BC pursuant to this Agreement, BC will pay GS the annual sum of \$9,000.00 (nine thousand dollars) in monthly \$750 (seven hundred and fifty dollar) payments within 45 (forty five) days following receipt of an invoice from GS.

### 3.02 Restrictions

BC will comply with all restrictions set forth in this Agreement.

### 3.03 Use of Content

The license granted herein is non-transferable. BC may not sub-license any of its rights under this Agreement. Without limiting the generality of the foregoing, BC may not provide any Content to content distributors, information vendors, media monitoring agencies, syndicators or any similar business for resale or redistribution in any form or in any media.

### 3.04 Credit

All Content distributed to Users will contain a copyright notice if, and as, included by GS with such Content.

### 3.05 Ownership

GS represents and warrants, and BC acknowledges, that GS exclusively owns all intellectual property rights in the Content or has been licensed by third parties to grant the rights set forth herein. GS further represents and warrants that the Content, and the granting of the rights to BC pursuant to this Agreement, do not and will not infringe the intellectual property or any other rights of any third parties.

## Article 4 Term

### 4.01 Term

Notwithstanding the date of execution and delivery of this Agreement, the term of this Agreement is 12 months commencing November 1, 2021.

## Article 5 Events of Default/Termination

### 5.01 Termination

Either party may, at its option, elect to immediately terminate this Agreement if the other party:

- (a) becomes bankrupt or insolvent or files any proposal or makes any assignment for the benefit of creditors;
- (b) has a receiver appointed, either voluntarily or involuntarily, for any of its assets;
- (c) ceases to carry on business as a going concern or is ordered to be wound up;
- (d) assigns or attempts to assign this Agreement without written consent; or

(e) is in breach of or has breached any term of this Agreement and fails to rectify the same within 30 days of written notice.

#### 5.02 Rights and Obligations Upon Termination

The termination of this Agreement pursuant to the terms hereof shall not limit any party with respect to any rights otherwise available in law or in equity and shall be without prejudice to the enforcement of any rights accrued to the date of termination.

### Article 6 Limitation of Liability/ Indemnity

#### 6.01 Accuracy/Reliability

GS will make reasonable efforts to ensure the accuracy and reliability of the Content. BC acknowledges that GS, its officers, directors, employees, agents and third party information providers will not be held liable for any damages suffered or incurred by BC as a result of inaccuracies, errors or omission howsoever such inaccuracies, error or omissions arise. All risks in respect of the use of Content by BC are assumed by BC and its Users.

#### 6.02 Exclusion of Warranty

Except as expressly stated herein, there are no warranties, condition, guaranties or representations as to merchantability, fitness for a purpose or other warranties, conditions, guaranties or representations, whether express or implied, in law or in fact, oral or in writing. Each party acknowledges that it has not relied upon any warranty, condition, guaranty or representation made by the other except as specifically set forth in this agreement.

#### 6.03 Special Damages

Under no circumstances will GS, its agents, directors, officers, employees, information providers, licensors or agents be liable for any indirect, incidental, special or consequential damages or loss of profits even if GS has been advised of the possibility thereof.

#### 6.04 Limitation Period

Other than pursuant to section 6.05, no action whatsoever, arising out of this Agreement, may be brought by either party more than one year after the cause of action has occurred.

#### 6.05 Indemnity

GS will indemnify and save harmless BC and BC's employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that BC or any of BC's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, for any claim of infringement of third-party intellectual property rights, where such claim is based upon, arises out of or occurs, directly or indirectly, by reason of any act or omission by GS or by any of its agents, employees, officers or directors in connection with this Agreement, as well as for any representation or warranty set out in this Agreement being or becoming untrue, excepting always liability arising out of the independent acts or omissions of BC and BC's employees and agents.



Article 7

7.01 Both parties warrant to each other that they have the capacity and authority to enter into this Agreement and perform their respective duties and obligations under this Agreement with prior consent from third parties, if any, obtained as required.

The parties have executed this Agreement as set forth below:

For Vancouver Free Press Publishing Corp.

For Her Majesty the Queen in right of the  
Province of British Columbia, by an authorized  
representative of the Minister of Finance

\_\_\_\_\_  
SIGNATURE

JEFF LI

\_\_\_\_\_  
NAME

SOLUTIONS ARCHITECT

\_\_\_\_\_  
TITLE

OCTOBER 20, 2021

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

RAMAN DALE

\_\_\_\_\_  
NAME

EXECUTIVE DIRECTOR

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

## SCHEDULE A

### Indirect Users

An Indirect User is any employee, contractor or employee of a contractor of:

- the Government of the Province of British Columbia;
- any independent offices, associations, agencies, authorities, commissions, trusts or societies of the Government of the Province of British Columbia;
- any Government of the Province of British Columbia Crown Corporations;
- any provincial health authority in the Province of British Columbia;
- the Research Universities' Council of BC;
- the Post Secondary Employers' Association of British Columbia; and
- any other entity as the parties may from time to time agree through an exchange of written correspondence.

**From:** Scott Ryckman <Scott.Ryckman@gov.bc.ca>  
**Subject:** Re: Georgia Straight feed contract follow up from Catherine  
**Date:** 3 February, 2021 2:13:51 PM PST  
**To:** Catherine Tickle <c\_tickle@straight.com>

250-356-5735

On 2021-02-03, at 1:57 PM, Catherine Tickle wrote:

**[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.**

Hi Scott,

Catherine here at the Georgia Straight.

s.22

As a result of COVID and like many small businesses we've had a number of staff changes.

Would you kindly offer your phone number and I'll give you a call regarding the attached?

Thanks,

**Catherine Tickle | Advertising Sales & Marketing Representative**

-----  
**t: 604.730.7064 | [www.straight.com](http://www.straight.com) | [c\\_tickle@straight.com](mailto:c_tickle@straight.com)**

My emails are intended to communicate, educate and transfer information. Sometimes these emails are commercial message (CEM) UNDER CASL. If you would prefer not to receive these emails anymore, just reply back with Unsubscribe in the subject line.

<GSA - Vancouver Free Press 21-22.docx>

**From:** Scott Ryckman <Scott.Ryckman@gov.bc.ca>  
**Subject:** Re: Georgia Straight feed contract  
**Date:** 6 January, 2020 9:19:53 AM PST  
**To:** Chet Woodside <c\_woodside@straight.com>  
**Cc:** 'Dennis Jangula' <d\_jangula@straight.com>

Hi Chet & Dennis,

It has been brought to my attention, our content agreement expired at the end of October.

Are you interested in renewing at the same rate?

Scott  
TNO

**From:** Scott Ryckman <Scott.Ryckman@gov.bc.ca>  
**Subject:** Re: Georgia Straight feed contract  
**Date:** 6 January, 2020 12:29:11 PM PST  
**To:** Dennis Jangula <d\_jangula@straight.com>

Confirmed - we will begin the renewal process.

On 2020-01-06, at 12:29 PM, Dennis Jangula wrote:

Hi Scott,

Happy New Year and thank you for reaching out.

We are still interested in continuing our agreement and are okay to continue at the existing rate.

Please let me know if you need anything signed.

Regards,  
Dennis

s.22

--

Dennis Jangula  
Director of Information Technology  
The Georgia Straight

-----

Phone: (604) 730-7080  
Mobile: (604) 258-8796  
E-mail: d\_jangula@straight.com

--

-----Original Message-----

From: Ryckman, Scott GCPE:EX [mailto:Scott.Ryckman@gov.bc.ca]  
Sent: Monday, January 6, 2020 9:21 AM  
To: Chet Woodside  
Cc: Dennis Jangula  
Subject: Re: Georgia Straight feed contract

Hi Chet & Dennis,

It has been brought to my attention, our content agreement expired at the end of October.

Are you interested in renewing at the same rate?

Scott  
TNO

**From:** "Ryckman, Scott GCPE:EX" <Scott.Ryckman@gov.bc.ca>  
**Subject:** Re: Georgia Straight feed contract  
**Date:** 27 January, 2021 3:32:57 PM PST  
**To:** Chet Woodside <c\_woodside@straight.com>  
**Cc:** Dennis Jangula <d\_jangula@straight.com>

Hi Chet,

Updated subscription agreement attached. Please let me know if you need any changes.

Can we also please get a sole source supplier letter from you? We are asking it of all of our suppliers to help avoid procurement issues. I can provide an example if you wish.

Please note, we are also changing the renewal date so it mirrors all of our other publications - this way we will not forget next year.

Scott  
TNO

**From:** Scott Ryckman <Scott.Ryckman@gov.bc.ca>  
**Subject:** Re: Georgia Straight TNO Feed Renewal  
**Date:** 2 November, 2021 7:01:03 PM PDT  
**To:** "j\_li@straight.com Li" <j\_li@straight.com>

Hi Jeff,

Are you requesting any changes to the renewal contact?

Scott  
TNO

On 2021-10-20, at 10:42 AM, Jeff Li wrote:

**[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.**

Hi Scott,

Hope you are doing well.  
November is around the corner and I want to reach out and see if TNO is planning to renew the feed access.

I've attached the contract for the upcoming period for your review.

Regards,

--

**Jeff Li**

Solutions Architect

The Georgia Straight

<https://www.straight.com>

604.730.7000 x2220

<GS Contract 2022 - Signed.pdf>



**From:** "Ryckman, Scott GCPE:EX" <Scott.Ryckman@gov.bc.ca>  
**Subject:** Re: Georgia Straight TNO Feed Renewal  
**Date:** 7 November, 2021 6:59:57 AM PST  
**To:** "j\_li@straight.com Li" <j\_li@straight.com>

Hi Jeff,

One more piece of paperwork prior to renewal, can you please provide a signed letter confirming your organization is the sole source supplier for the Georgia Straight?

Example attached.

Scott  
TNO

On 2021-10-20, at 10:42 AM, Jeff Li wrote:

**[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.**

Hi Scott,

Hope you are doing well.  
November is around the corner and I want to reach out and see if TNO is planning to renew the feed access.

I've attached the contract for the upcoming period for your review.

Regards,

--

**Jeff Li**

Solutions Architect

The Georgia Straight

<https://www.straight.com>

604.730.7000 x2220

<GS Contract 2022 - Signed.pdf>

**From:** Shannon Li <s\_li@straight.com>  
**Subject:** Re: Outstanding Georgia Strait Nov + Dec 2020 Invoices  
**Date:** 18 March, 2021 10:31:57 AM PDT  
**To:** "Ryckman, Scott GCPE:EX" <Scott.Ryckman@gov.bc.ca>, Jeff Li <j\_li@straight.com>

**[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.**

Hi Scott,

Sorry for the confusion and I've forwarded the new contract to Jeff and he'll get back to you shortly!

Thanks!  
Shannon

On Wed, Mar 17, 2021 at 1:59 PM Ryckman, Scott GCPE:EX <Scott.Ryckman@gov.bc.ca> wrote:  
Hi Shannon and Catherine,

I believe your company might be experiencing a bit of left-hand not knowing what the right-hand is doing or not doing in this case.

Your contract has expired. We can't pay invoices when we have no contract covering the service period.

I have been e-mailing for months asking for a renewal. Any ETA on the renewal request?

Updated contract attached but I don't know who the GS signatory is?<sup>s.22</sup>

Execute the renewal attached and we will pay the invoices!

Scott  
TNO

From: Shannon Li <[s\\_li@straight.com](mailto:s_li@straight.com)<[mailto:s\\_li@straight.com](mailto:s_li@straight.com)>>  
Sent: March 16, 2021 4:05 PM  
To: GCPE Finance Billing GCPE:EX  
<[GCPE.FinanceBilling@gov.bc.ca](mailto:GCPE.FinanceBilling@gov.bc.ca)<<mailto:GCPE.FinanceBilling@gov.bc.ca>>>  
Subject: Nov + Dec 2020 o/s invoices

[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.

Good afternoon,

Could you please let us know why these long overdue invoices are still outstanding and please take care of them as soon as possible!

Thanks!  
Shannon

<Todays News Online 12696913.pdf><Todays News Online  
12697602.pdf><Mail Attachment.eml>

**From:** Scott Ryckman <Scott.Ryckman@gov.bc.ca>  
**Subject:** Re: Vancouver Free Press - Expired Oct 31, 2019  
**Date:** 6 January, 2020 4:15:55 PM PST  
**To:** "Doidge, Tracey GCPE:EX" <Tracey.Doidge@gov.bc.ca>  
**Cc:** "St. Gelais, Josh GCPE:EX" <Josh.StGelais@gov.bc.ca>

Hi Tracey,

Please proceed with the GS renewal.

Updated contract attached.

Don Zadravec's approval attached.

Dennis Jangula <[d\\_jangula@straight.com](mailto:d_jangula@straight.com)> responded to my e-mail promptly today regarding the renewal.

Scott  
TNO

On 2020-01-06, at 9:01 AM, Doidge, Tracey GCPE:EX wrote:  
Morning Scott,

Vancouver Free Press' contract expired October 31, 2019.  
Please update the attached agreement (from 2018/29) for 2019/20,  
if we are renewing.

Thank you,

Tracey Doidge  
Financial Business Analyst  
Government Communications and Public Engagement  
250-356-7513

<GSA - Vancouver Free Press.docx>

Contract #: C20GCPE40330

This Agreement is dated November 1, 2019 and is made between:

Vancouver Free Press Publishing Corp  
("GS")

and

Her Majesty the Queen in Right of the Province of British Columbia, represented by the Minister of Finance, Government Communications and Public Engagement  
("BC")

Whereas GS is the publisher of online media content;

And whereas BC desires to obtain Content from GS for a maximum of 400 Direct Users and 2,500 Indirect Users (collectively "Users");

Therefore the parties have agreed to enter into this Agreement whereby certain rights are being granted by GS to BC on the terms set forth below.

## Article 1 Interpretation and General

### 1.01 Headings

The headings in this Agreement form no part of this Agreement and are deemed to have been inserted for convenience only.

### 1.02 Number

Where applicable words of the singular shall include the plural and vice versa.

### 1.03 Notices

(a) All notices required to be given herein shall be given in writing in accordance with this Article.

(b) Notices may be personally delivered, sent by registered mail or faxed:

(i) to Vancouver Free Press Publishing Corp as follows:

Dennis Jangula  
Vancouver Free Press Publishing Corp  
1635 West Broadway  
Vancouver, British Columbia V6J 1W9  
Telephone Number: 604-730-7000  
Fax Number: 604-730-7010

(ii) to BC as follows:

Scott Ryckman, Director  
Today's News Online  
Government of British Columbia  
PO Box 9409 Stn Prov Government  
Victoria, British Columbia V8W 9V1  
Telephone Number: 250-356-5735  
Scott.Ryckman@gov.bc.ca

(c) Any notice sent by registered mail shall be deemed to have been received by the party to whom it was addressed on the 4th regular mail delivery day following the day on which it was posted provided that in the event of a postal interruption notices must be personally delivered or sent by fax. Any notice personally delivered or faxed shall be deemed to have been received by the party to whom it was addressed on the day following personal delivery or faxing.

(d) Any party can change its address for notices by notice to the other party or parties as provided for in this Article.

#### 1.04 Confidential Information

(a) Each party shall keep confidential all confidential information of the other party that becomes known to a party as a result of this Agreement. Each party shall ensure that confidential information of the other party shall only be disclosed to those employees and agents with a need to know that information.

(b) Confidential information includes any information regarding the financial terms of this Agreement, all information identified as confidential by a party and all information that by its nature ought to be considered confidential save information:

- (i) that is publicly available;
- (ii) that the receiving party has obtained from a third party having no obligations of confidentiality to the disclosing party;
- (iii) that the receiving party can establish was in its possession prior to the date of this Agreement or independently developed by the receiving party through an employee or agent having no access to the confidential information;
- (iv) a party is required to disclose pursuant to any order of any court or tribunal or governmental authority or as otherwise required by law.

#### 1.05 Time of Essence

Time is of the essence in this Agreement.

#### 1.06 Doing Acts To Achieve Intent

The parties agree to do such things and execute such documents as may be necessary to carry out the terms of this Agreement.

#### 1.07 Waiver

A waiver by either party of any breach of this Agreement shall not be construed to be a waiver of any preceding or subsequent breach.

#### 1.08 Independency of Parties

There is no relationship of joint venture, partnership or agency between the parties. No party may enter into any contracts or incur any expense or liability on behalf of the other party without the express written consent of the other party.

#### 1.09 Severability

If any term of this Agreement is found to be illegal or unenforceable by a court of competent jurisdiction that term shall be deemed to be severed from this Agreement.

#### 1.10 Law and Jurisdiction

This Agreement shall be interpreted in accordance with and governed by the laws of the Province of British Columbia. Any litigation concerning any dispute between the parties may only be brought in a court in British Columbia.

#### 1.11 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. No representation, understanding, or agreement exists between the parties except as expressly set out herein. No modification of this Agreement or any contrary or superseding term or condition howsoever arising is effective unless it is in writing and signed by, or on behalf of, the parties.

#### 1.12 Assignment

Neither party may assign this Agreement without the written consent of the other, provided that consent may not be unreasonably withheld.

#### 1.13 Force Majeure

Neither party shall bear any responsibility or liability for any losses arising out of any delay or interruption of its performance or obligations (save for any obligation to make any payment) due to any act of God, act of governmental authority, act of public enemy or due to war, riot, fire, flood, civil commotion, strike, work stoppage, work slowdown or any other cause beyond the control of the party so affected.

#### 1.14 Trade Marks

Save and except as maybe required by the parties in order to perform their obligations hereunder, neither party may use in any form whatsoever the trade name or trade marks of the other party or parties without the express written permission of the party with the trade name or trade mark to be used.



#### 1.15 Interest and Currency

Interest is payable in accordance with the British Columbia *Interest on Overdue Accounts Payable Regulation* on any outstanding payment under this Agreement. All money payable hereunder is payable in Canadian currency.

#### 1.16 Similar Agreements

Nothing will be deemed to limit or restrict GS from entering into agreements with any other party covering rights similar or identical to the rights provided hereunder.

### Article 2

#### GS Grant

##### 2.01 Description of Grant

Provided that all payments required to be made hereunder are made by BC and BC is not in breach of this Agreement, GS hereby provides BC with a non-exclusive license to receive a continuous feeds of all GS Content (as defined below) in XML format as well as a JPEG file (96 pixels/inch with an image size of 296 x 596 pixels or better) of all GS Front Pages (as defined below), no more than 5 minutes from time of first public availability and a non-exclusive license to distribute the Content to a maximum of 400 Direct Users and 2,500 Indirect Users of BC's "Today's News Online" media monitoring service and website ("TNO"). For the purposes of this Agreement, a "Direct User" is any person to whom BC has allocated a username for use of the TNO website and "Indirect Users" means any persons referred to in Schedule "A" to this Agreement. For clarity, the TNO is the internal, password protected, non-commercial, media monitoring site and service provided by the Government of the Province of British Columbia at the following URL: <http://tno.gov.bc.ca>. For greater certainty, nothing in this Agreement shall in any way serve to limit BC's ability to provide access to the TNO itself. BC has the right to archive all Content for 120 months and must each day delete, from all storage devices, all Content which was received more than 120 months earlier.

##### 2.02 Definition of Content and Front Pages

For the purposes of this Agreement, "Content" means any data, information or other content obtained by BC through the service provided by GS pursuant to this Agreement, including by way of GS's full news feed by way of File Transfer Protocol (FTP) transfer and all material posted to the GS website at <https://www.straight.com> and "Front Pages" means the complete front page of the weekly Georgia Straight print edition. GS will not provide to BC any Content for which GS does not hold copyright or a license to provide such item to third parties for use as contemplated by this Agreement. Content may only be provided by BC to Users by means of electronic distribution. Content provided to Users is only for the sole use of Users for information and reference purposes, and may be copied and reproduced by Users for such purposes. No part of the Content may, for any commercial purpose, be used, copied, reproduced, republished, modified, transmitted, or posted on any web site other than the TNO, without the prior written approval of GS.

### Article 3 BC Covenants

#### 3.01 Payments

In consideration of the rights and license granted to BC pursuant to this Agreement, BC will pay GS the annual sum of \$9,000.00 (nine thousand dollars) in monthly \$750 (seven hundred and fifty dollar) payments within 45 (forty five) days following receipt of an invoice from GS.

#### 3.02 Restrictions

BC will comply with all restrictions set forth in this Agreement.

#### 3.03 Use of Content

The license granted herein is non-transferable. BC may not sub-license any of its rights under this Agreement. Without limiting the generality of the foregoing, BC may not provide any Content to content distributors, information vendors, media monitoring agencies, syndicators or any similar business for resale or redistribution in any form or in any media.

#### 3.04 Credit

All Content distributed to Users will contain a copyright notice if, and as, included by GS with such Content.

#### 3.05 Ownership

GS represents and warrants, and BC acknowledges, that GS exclusively owns all intellectual property rights in the Content or has been licensed by third parties to grant the rights set forth herein. GS further represents and warrants that the Content, and the granting of the rights to BC pursuant to this Agreement, do not and will not infringe the intellectual property or any other rights of any third parties.

### Article 4 Term

#### 4.01 Term

Notwithstanding the date of execution and delivery of this Agreement, the term of this Agreement is 12 months commencing November 1, 2019.

### Article 5 Events of Default/Termination

#### 5.01 Termination

Either party may, at its option, elect to immediately terminate this Agreement if the other party:

- (a) becomes bankrupt or insolvent or files any proposal or makes any assignment for the benefit of creditors;
- (b) has a receiver appointed, either voluntarily or involuntarily, for any of its assets;
- (c) ceases to carry on business as a going concern or is ordered to be wound up;
- (d) assigns or attempts to assign this Agreement without written consent; or

(e) is in breach of or has breached any term of this Agreement and fails to rectify the same within 30 days of written notice.

#### 5.02 Rights and Obligations Upon Termination

The termination of this Agreement pursuant to the terms hereof shall not limit any party with respect to any rights otherwise available in law or in equity and shall be without prejudice to the enforcement of any rights accrued to the date of termination.

### Article 6

#### Limitation of Liability/ Indemnity

##### 6.01 Accuracy/Reliability

GS will make reasonable efforts to ensure the accuracy and reliability of the Content. BC acknowledges that GS, its officers, directors, employees, agents and third party information providers will not be held liable for any damages suffered or incurred by BC as a result of inaccuracies, errors or omission howsoever such inaccuracies, error or omissions arise. All risks in respect of the use of Content by BC are assumed by BC and its Users.

##### 6.02 Exclusion of Warranty

Except as expressly stated herein, there are no warranties, condition, guaranties or representations as to merchantability, fitness for a purpose or other warranties, conditions, guaranties or representations, whether express or implied, in law or in fact, oral or in writing. Each party acknowledges that it has not relied upon any warranty, condition, guaranty or representation made by the other except as specifically set forth in this agreement.

##### 6.03 Special Damages

Under no circumstances will GS, its agents, directors, officers, employees, information providers, licensors or agents be liable for any indirect, incidental, special or consequential damages or loss of profits even if GS has been advised of the possibility thereof.

##### 6.04 Limitation Period

Other than pursuant to section 6.05, no action whatsoever, arising out of this Agreement, may be brought by either party more than one year after the cause of action has occurred.

##### 6.05 Indemnity

GS will indemnify and save harmless BC and BC's employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that BC or any of BC's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, for any claim of infringement of third-party intellectual property rights, where such claim is based upon, arises out of or occurs, directly or indirectly, by reason of any act or omission by GS or by any of its agents, employees, officers or directors in connection with this Agreement, as well as for any representation or warranty set out in this Agreement being or becoming untrue, excepting always liability arising out of the independent acts or omissions of BC and BC's employees and agents.

Article 7

7.01 Both parties warrant to each other that they have the capacity and authority to enter into this Agreement and perform their respective duties and obligations under this Agreement with prior consent from third parties, if any, obtained as required.

The parties have executed this Agreement as set forth below:

For GS Media Group Inc.

  
\_\_\_\_\_  
SIGNATURE

DENNIS JANGULA

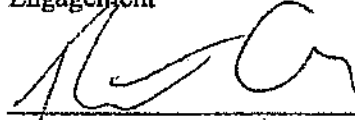
\_\_\_\_\_  
NAME

DIRECTOR OF INFORMATION  
TECHNOLOGY

\_\_\_\_\_  
TITLE

Jan 16, 2020  
\_\_\_\_\_  
DATE

For Her Majesty the Queen in right of the  
Province of British Columbia, by an authorized  
representative of the Minister of Finance,  
Government Communications and Public  
Engagement

  
\_\_\_\_\_  
SIGNATURE

RAMAN DALE

\_\_\_\_\_  
NAME

EXECUTIVE DIRECTOR

\_\_\_\_\_  
TITLE

JAW 16/2020  
\_\_\_\_\_  
DATE

## SCHEDULE A

### Indirect Users

An Indirect User is any employee, contractor or employee of a contractor of:

- the Government of the Province of British Columbia;
- any independent offices, associations, agencies, authorities, commissions, trusts or societies of the Government of the Province of British Columbia;
- any Government of the Province of British Columbia Crown Corporations;
- any provincial health authority in the Province of British Columbia;
- the Research Universities' Council of BC;
- the Post Secondary Employers' Association of British Columbia; and
- any other entity as the parties may from time to time agree through an exchange of written correspondence.

This Agreement is dated November 1, 2020 and is made between:

Vancouver Free Press Publishing Corp  
("GS")

and

Her Majesty the Queen in right of the Province of British Columbia, represented by the Minister  
of Finance  
("BC")

Whereas GS is the publisher of online media content;

And whereas BC desires to obtain Content from GS for a maximum of 400 Direct Users and 2,500  
Indirect Users (collectively "Users");

Therefore the parties have agreed to enter into this Agreement whereby certain rights are being  
granted by GS to BC on the terms set forth below.

## Article 1 Interpretation and General

### 1.01 Headings

The headings in this Agreement form no part of this Agreement and are deemed to have been  
inserted for convenience only.

### 1.02 Number

Where applicable words of the singular shall include the plural and vice versa.

### 1.03 Notices

(a) All notices required to be given herein shall be given in writing in accordance with this Article.

(b) Notices may be personally delivered, sent by registered mail or faxed:

(i) to Vancouver Free Press Publishing Corp as follows:

Jeff Li  
Vancouver Free Press Publishing Corp  
1635 West Broadway  
Vancouver, BC  
V6J 1W9  
Telephone Number: 604-730-7000  
Fax Number: 604-730-7010

(ii) to BC as follows:

Scott Ryckman, Director  
Today's News Online  
Government of British Columbia  
PO Box 9409 Stn Prov Government  
Victoria BC  
V8W 9V1  
Telephone Number: 250-356-5735  
Fax Number: 250-387-7501

(c) Any notice sent by registered mail shall be deemed to have been received by the party to whom it was addressed on the 4th regular mail delivery day following the day on which it was posted provided that in the event of a postal interruption notices must be personally delivered or sent by fax. Any notice personally delivered or faxed shall be deemed to have been received by the party to whom it was addressed on the day following personal delivery or faxing.

(d) Any party can change its address for notices by notice to the other party or parties as provided for in this Article.

#### 1.04 Confidential Information

(a) Each party shall keep confidential all confidential information of the other party that becomes known to a party as a result of this Agreement. Each party shall ensure that confidential information of the other party shall only be disclosed to those employees and agents with a need to know that information.

(b) Confidential information includes any information regarding the financial terms of this Agreement, all information identified as confidential by a party and all information that by its nature ought to be considered confidential save information:

(i) that is publicly available;

(ii) that the receiving party has obtained from a third party having no obligations of confidentiality to the disclosing party;

(iii) that the receiving party can establish was in its possession prior to the date of this Agreement or independently developed by the receiving party through an employee or agent having no access to the confidential information;

(iv) a party is required to disclose pursuant to any order of any court or tribunal or governmental authority or as otherwise required by law.

#### 1.05 Time of Essence

Time is of the essence in this Agreement.

#### 1.06 Doing Acts To Achieve Intent

The parties agree to do such things and execute such documents as may be necessary to carry out the terms of this Agreement.

#### 1.07 Waiver

A waiver by either party of any breach of this Agreement shall not be construed to be a waiver of any preceding or subsequent breach.

#### 1.08 Independency of Parties

There is no relationship of joint venture, partnership or agency between the parties. No party may enter into any contracts or incur any expense or liability on behalf of the other party without the express written consent of the other party.

#### 1.09 Severability

If any term of this Agreement is found to be illegal or unenforceable by a court of competent jurisdiction that term shall be deemed to be severed from this Agreement.

#### 1.10 Law and Jurisdiction

This Agreement shall be interpreted in accordance with and governed by the laws of the Province of British Columbia. Any litigation concerning any dispute between the parties may only be brought in a court in British Columbia.

#### 1.11 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. No representation, understanding, or agreement exists between the parties except as expressly set out herein. No modification of this Agreement or any contrary or superseding term or condition howsoever arising is effective unless it is in writing and signed by, or on behalf of, the parties.

#### 1.12 Assignment

Neither party may assign this Agreement without the written consent of the other, provided that consent may not be unreasonably withheld.

#### 1.13 Force Majeure

Neither party shall bear any responsibility or liability for any losses arising out of any delay or interruption of its performance or obligations (save for any obligation to make any payment) due to any act of God, act of governmental authority, act of public enemy or due to war, riot, fire, flood, civil commotion, strike, work stoppage, work slowdown or any other cause beyond the control of the party so affected.

#### 1.14 Trade Marks

Save and except as maybe required by the parties in order to perform their obligations hereunder, neither party may use in any form whatsoever the trade name or trade marks of the other party or parties without the express written permission of the party with the trade name or trade mark to be used.



#### 1.15 Interest and Currency

Interest is payable in accordance with the British Columbia *Interest on Overdue Accounts Payable Regulation* on any outstanding payment under this Agreement. All money payable hereunder is payable in Canadian currency.

#### 1.16 Similar Agreements

Nothing will be deemed to limit or restrict GS from entering into agreements with any other party covering rights similar or identical to the rights provided hereunder.

### Article 2 GS Grant

#### 2.01 Description of Grant

Provided that all payments required to be made hereunder are made by BC and BC is not in breach of this Agreement, GS hereby provides BC with a non-exclusive license to receive a continuous feeds of all GS Content (as defined below) in XML format as well as a JPEG file (96 pixels/inch with an image size of 296 x 596 pixels or better) of all GS Front Pages (as defined below), no more than 5 minutes from time of first public availability and a non-exclusive license to distribute the Content to a maximum of 400 Direct Users and 2,500 Indirect Users of BC's "Today's News Online" media monitoring service and website ("TNO"). For the purposes of this Agreement, a "Direct User" is any person to whom BC has allocated a username for use of the TNO website and "Indirect Users" means any persons referred to in Schedule "A" to this Agreement. For clarity, the TNO is the internal, password protected, non-commercial, media monitoring site and service provided by the Government of the Province of British Columbia at the following URL: <http://tno.gov.bc.ca>. For greater certainty, nothing in this Agreement shall in any way serve to limit BC's ability to provide access to the TNO itself. BC has the right to archive all Content for 120 months and must each day delete, from all storage devices, all Content which was received more than 120 months earlier.

#### 2.02 Definition of Content and Front Pages

For the purposes of this Agreement, "Content" means any data, information or other content obtained by BC through the service provided by GS pursuant to this Agreement, including by way of GS's full news feed by way of File Transfer Protocol (FTP) transfer and all material posted to the GS website at <https://www.straight.com> and "Front Pages" means the complete front page of the weekly Georgia Straight print edition. GS will not provide to BC any Content for which GS does not hold copyright or a license to provide such item to third parties for use as contemplated by this Agreement. Content may only be provided by BC to Users by means of electronic distribution. Content provided to Users is only for the sole use of Users for information and reference purposes, and may be copied and reproduced by Users for such purposes. No part of the Content may, for any commercial purpose, be used, copied, reproduced, republished, modified, transmitted, or posted on any web site other than the TNO, without the prior written approval of GS.

### Article 3 BC Covenants

#### 3.01 Payments

In consideration of the rights and license granted to BC pursuant to this Agreement, BC will pay GS the annual sum of \$9,000.00 (nine thousand dollars) in monthly \$750 (seven hundred and fifty dollar) payments within 45 (forty five) days following receipt of an invoice from GS.

#### 3.02 Restrictions

BC will comply with all restrictions set forth in this Agreement.

#### 3.03 Use of Content

The license granted herein is non-transferable. BC may not sub-license any of its rights under this Agreement. Without limiting the generality of the foregoing, BC may not provide any Content to content distributors, information vendors, media monitoring agencies, syndicators or any similar business for resale or redistribution in any form or in any media.

#### 3.04 Credit

All Content distributed to Users will contain a copyright notice if, and as, included by GS with such Content.

#### 3.05 Ownership

GS represents and warrants, and BC acknowledges, that GS exclusively owns all intellectual property rights in the Content or has been licensed by third parties to grant the rights set forth herein. GS further represents and warrants that the Content, and the granting of the rights to BC pursuant to this Agreement, do not and will not infringe the intellectual property or any other rights of any third parties.

### Article 4 Term

#### 4.01 Term

Notwithstanding the date of execution and delivery of this Agreement, the term of this Agreement is 12 months commencing November 1, 2021.

### Article 5 Events of Default/Termination

#### 5.01 Termination

Either party may, at its option, elect to immediately terminate this Agreement if the other party:

- (a) becomes bankrupt or insolvent or files any proposal or makes any assignment for the benefit of creditors;
- (b) has a receiver appointed, either voluntarily or involuntarily, for any of its assets;
- (c) ceases to carry on business as a going concern or is ordered to be wound up;
- (d) assigns or attempts to assign this Agreement without written consent; or

(e) is in breach of or has breached any term of this Agreement and fails to rectify the same within 30 days of written notice.

#### 5.02 Rights and Obligations Upon Termination

The termination of this Agreement pursuant to the terms hereof shall not limit any party with respect to any rights otherwise available in law or in equity and shall be without prejudice to the enforcement of any rights accrued to the date of termination.

### Article 6

#### Limitation of Liability/ Indemnity

##### 6.01 Accuracy/Reliability

GS will make reasonable efforts to ensure the accuracy and reliability of the Content. BC acknowledges that GS, its officers, directors, employees, agents and third party information providers will not be held liable for any damages suffered or incurred by BC as a result of inaccuracies, errors or omission howsoever such inaccuracies, error or omissions arise. All risks in respect of the use of Content by BC are assumed by BC and its Users.

##### 6.02 Exclusion of Warranty

Except as expressly stated herein, there are no warranties, condition, guaranties or representations as to merchantability, fitness for a purpose or other warranties, conditions, guaranties or representations, whether express or implied, in law or in fact, oral or in writing. Each party acknowledges that it has not relied upon any warranty, condition, guaranty or representation made by the other except as specifically set forth in this agreement.

##### 6.03 Special Damages

Under no circumstances will GS, its agents, directors, officers, employees, information providers, licensors or agents be liable for any indirect, incidental, special or consequential damages or loss of profits even if GS has been advised of the possibility thereof.

##### 6.04 Limitation Period

Other than pursuant to section 6.05, no action whatsoever, arising out of this Agreement, may be brought by either party more than one year after the cause of action has occurred.

##### 6.05 Indemnity

GS will indemnify and save harmless BC and BC's employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that BC or any of BC's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, for any claim of infringement of third-party intellectual property rights, where such claim is based upon, arises out of or occurs, directly or indirectly, by reason of any act or omission by GS or by any of its agents, employees, officers or directors in connection with this Agreement, as well as for any representation or warranty set out in this Agreement being or becoming untrue, excepting always liability arising out of the independent acts or omissions of BC and BC's employees and agents.

## Article 7

7.01 Both parties warrant to each other that they have the capacity and authority to enter into this Agreement and perform their respective duties and obligations under this Agreement with prior consent from third parties, if any, obtained as required.

The parties have executed this Agreement as set forth below:

For Vancouver Free Press Publishing Corp.

**Jeffrey Li**

Digitally signed by Jeffrey Li  
DN: cn=Jeffrey Li, o=Georgia Straight,  
ou, email=j\_li@straight.com, c=CA  
Date: 2021.03.18 12:20:44 -07'00'

SIGNATURE

JEFF LI

NAME

SOLUTIONS ARCHITECT

TITLE

MARCH 18, 2021

DATE

For Her Majesty the Queen in right of the  
Province of British Columbia, by an authorized  
representative of the Minister of Finance



SIGNATURE

RAMON DALE

NAME

EXECUTIVE DIRECTOR

TITLE

MARCH 22 / 2018

DATE

## SCHEDULE A

### Indirect Users

An Indirect User is any employee, contractor or employee of a contractor of:

- the Government of the Province of British Columbia;
- any independent offices, associations, agencies, authorities, commissions, trusts or societies of the Government of the Province of British Columbia;
- any Government of the Province of British Columbia Crown Corporations;
- any provincial health authority in the Province of British Columbia;
- the Research Universities' Council of BC;
- the Post Secondary Employers' Association of British Columbia; and
- any other entity as the parties may from time to time agree through an exchange of written correspondence.

This Agreement is dated November 1, 2021 and is made between:

Vancouver Free Press Publishing Corp  
("GS")

and

Her Majesty the Queen in right of the Province of British Columbia, represented by the Minister  
of Finance  
("BC")

Whereas GS is the publisher of online media content;

And whereas BC desires to obtain Content from GS for a maximum of 400 Direct Users and 2,500  
Indirect Users (collectively "Users");

Therefore the parties have agreed to enter into this Agreement whereby certain rights are being  
granted by GS to BC on the terms set forth below.

## Article 1 Interpretation and General

### 1.01 Headings

The headings in this Agreement form no part of this Agreement and are deemed to have been  
inserted for convenience only.

### 1.02 Number

Where applicable words of the singular shall include the plural and vice versa.

### 1.03 Notices

(a) All notices required to be given herein shall be given in writing in accordance with this Article.

(b) Notices may be personally delivered, sent by registered mail or faxed:

(i) to Vancouver Free Press Publishing Corp as follows:

Jeff Li  
Vancouver Free Press Publishing Corp  
1635 West Broadway  
Vancouver, BC  
V6J 1W9  
Telephone Number: 604-730-7000  
Fax Number: 604-730-7010

(ii) to BC as follows:

Scott Ryckman, Director  
Today's News Online  
Government of British Columbia  
PO Box 9409 Stn Prov Government  
Victoria BC  
V8W 9V1  
Telephone Number: 250-356-5735  
Fax Number: 250-387-7501

(c) Any notice sent by registered mail shall be deemed to have been received by the party to whom it was addressed on the 4th regular mail delivery day following the day on which it was posted provided that in the event of a postal interruption notices must be personally delivered or sent by fax. Any notice personally delivered or faxed shall be deemed to have been received by the party to whom it was addressed on the day following personal delivery or faxing.

(d) Any party can change its address for notices by notice to the other party or parties as provided for in this Article.

#### 1.04 Confidential Information

(a) Each party shall keep confidential all confidential information of the other party that becomes known to a party as a result of this Agreement. Each party shall ensure that confidential information of the other party shall only be disclosed to those employees and agents with a need to know that information.

(b) Confidential information includes any information regarding the financial terms of this Agreement, all information identified as confidential by a party and all information that by its nature ought to be considered confidential save information:

- (i) that is publicly available;
- (ii) that the receiving party has obtained from a third party having no obligations of confidentiality to the disclosing party;
- (iii) that the receiving party can establish was in its possession prior to the date of this Agreement or independently developed by the receiving party through an employee or agent having no access to the confidential information;
- (iv) a party is required to disclose pursuant to any order of any court or tribunal or governmental authority or as otherwise required by law.

#### 1.05 Time of Essence

Time is of the essence in this Agreement.

#### 1.06 Doing Acts To Achieve Intent

The parties agree to do such things and execute such documents as may be necessary to carry out the terms of this Agreement.

#### 1.07 Waiver

A waiver by either party of any breach of this Agreement shall not be construed to be a waiver of any preceding or subsequent breach.

#### 1.08 Independency of Parties

There is no relationship of joint venture, partnership or agency between the parties. No party may enter into any contracts or incur any expense or liability on behalf of the other party without the express written consent of the other party.

#### 1.09 Severability

If any term of this Agreement is found to be illegal or unenforceable by a court of competent jurisdiction that term shall be deemed to be severed from this Agreement.

#### 1.10 Law and Jurisdiction

This Agreement shall be interpreted in accordance with and governed by the laws of the Province of British Columbia. Any litigation concerning any dispute between the parties may only be brought in a court in British Columbia.

#### 1.11 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. No representation, understanding, or agreement exists between the parties except as expressly set out herein. No modification of this Agreement or any contrary or superseding term or condition howsoever arising is effective unless it is in writing and signed by, or on behalf of, the parties.

#### 1.12 Assignment

Neither party may assign this Agreement without the written consent of the other, provided that consent may not be unreasonably withheld.

#### 1.13 Force Majeure

Neither party shall bear any responsibility or liability for any losses arising out of any delay or interruption of its performance or obligations (save for any obligation to make any payment) due to any act of God, act of governmental authority, act of public enemy or due to war, riot, fire, flood, civil commotion, strike, work stoppage, work slowdown or any other cause beyond the control of the party so affected.

#### 1.14 Trade Marks

Save and except as maybe required by the parties in order to perform their obligations hereunder, neither party may use in any form whatsoever the trade name or trade marks of the other party or parties without the express written permission of the party with the trade name or trade mark to be used.



#### 1.15 Interest and Currency

Interest is payable in accordance with the British Columbia *Interest on Overdue Accounts Payable Regulation* on any outstanding payment under this Agreement. All money payable hereunder is payable in Canadian currency.

#### 1.16 Similar Agreements

Nothing will be deemed to limit or restrict GS from entering into agreements with any other party covering rights similar or identical to the rights provided hereunder.

### Article 2

#### GS Grant

##### 2.01 Description of Grant

Provided that all payments required to be made hereunder are made by BC and BC is not in breach of this Agreement, GS hereby provides BC with a non-exclusive license to receive a continuous feeds of all GS Content (as defined below) in XML format as well as a JPEG file (96 pixels/inch with an image size of 296 x 596 pixels or better) of all GS Front Pages (as defined below), no more than 5 minutes from time of first public availability and a non-exclusive license to distribute the Content to a maximum of 400 Direct Users and 2,500 Indirect Users of BC's "Today's News Online" media monitoring service and website ("TNO"). For the purposes of this Agreement, a "Direct User" is any person to whom BC has allocated a username for use of the TNO website and "Indirect Users" means any persons referred to in Schedule "A" to this Agreement. For clarity, the TNO is the internal, password protected, non-commercial, media monitoring site and service provided by the Government of the Province of British Columbia at the following URL: <http://tno.gov.bc.ca>. For greater certainty, nothing in this Agreement shall in any way serve to limit BC's ability to provide access to the TNO itself. BC has the right to archive all Content for 120 months and must each day delete, from all storage devices, all Content which was received more than 120 months earlier.

##### 2.02 Definition of Content and Front Pages

For the purposes of this Agreement, "Content" means any data, information or other content obtained by BC through the service provided by GS pursuant to this Agreement, including by way of GS's full news feed by way of File Transfer Protocol (FTP) transfer and all material posted to the GS website at <https://www.straight.com> and "Front Pages" means the complete front page of the weekly Georgia Straight print edition. GS will not provide to BC any Content for which GS does not hold copyright or a license to provide such item to third parties for use as contemplated by this Agreement. Content may only be provided by BC to Users by means of electronic distribution. Content provided to Users is only for the sole use of Users for information and reference purposes, and may be copied and reproduced by Users for such purposes. No part of the Content may, for any commercial purpose, be used, copied, reproduced, republished, modified, transmitted, or posted on any web site other than the TNO, without the prior written approval of GS.

### Article 3 BC Covenants

#### 3.01 Payments

In consideration of the rights and license granted to BC pursuant to this Agreement, BC will pay GS the annual sum of \$9,000.00 (nine thousand dollars) in monthly \$750 (seven hundred and fifty dollar) payments within 45 (forty five) days following receipt of an invoice from GS.

#### 3.02 Restrictions

BC will comply with all restrictions set forth in this Agreement.

#### 3.03 Use of Content

The license granted herein is non-transferable. BC may not sub-license any of its rights under this Agreement. Without limiting the generality of the foregoing, BC may not provide any Content to content distributors, information vendors, media monitoring agencies, syndicators or any similar business for resale or redistribution in any form or in any media.

#### 3.04 Credit

All Content distributed to Users will contain a copyright notice if, and as, included by GS with such Content.

#### 3.05 Ownership

GS represents and warrants, and BC acknowledges, that GS exclusively owns all intellectual property rights in the Content or has been licensed by third parties to grant the rights set forth herein. GS further represents and warrants that the Content, and the granting of the rights to BC pursuant to this Agreement, do not and will not infringe the intellectual property or any other rights of any third parties.

### Article 4 Term

#### 4.01 Term

Notwithstanding the date of execution and delivery of this Agreement, the term of this Agreement is 12 months commencing November 1, 2021.

### Article 5 Events of Default/Termination

#### 5.01 Termination

Either party may, at its option, elect to immediately terminate this Agreement if the other party:

- (a) becomes bankrupt or insolvent or files any proposal or makes any assignment for the benefit of creditors;
- (b) has a receiver appointed, either voluntarily or involuntarily, for any of its assets;
- (c) ceases to carry on business as a going concern or is ordered to be wound up;
- (d) assigns or attempts to assign this Agreement without written consent; or

(e) is in breach of or has breached any term of this Agreement and fails to rectify the same within 30 days of written notice.

#### 5.02 Rights and Obligations Upon Termination

The termination of this Agreement pursuant to the terms hereof shall not limit any party with respect to any rights otherwise available in law or in equity and shall be without prejudice to the enforcement of any rights accrued to the date of termination.

### Article 6 Limitation of Liability/ Indemnity

#### 6.01 Accuracy/Reliability

GS will make reasonable efforts to ensure the accuracy and reliability of the Content. BC acknowledges that GS, its officers, directors, employees, agents and third party information providers will not be held liable for any damages suffered or incurred by BC as a result of inaccuracies, errors or omission howsoever such inaccuracies, error or omissions arise. All risks in respect of the use of Content by BC are assumed by BC and its Users.

#### 6.02 Exclusion of Warranty

Except as expressly stated herein, there are no warranties, condition, guaranties or representations as to merchantability, fitness for a purpose or other warranties, conditions, guaranties or representations, whether express or implied, in law or in fact, oral or in writing. Each party acknowledges that it has not relied upon any warranty, condition, guaranty or representation made by the other except as specifically set forth in this agreement.

#### 6.03 Special Damages

Under no circumstances will GS, its agents, directors, officers, employees, information providers, licensors or agents be liable for any indirect, incidental, special or consequential damages or loss of profits even if GS has been advised of the possibility thereof.

#### 6.04 Limitation Period

Other than pursuant to section 6.05, no action whatsoever, arising out of this Agreement, may be brought by either party more than one year after the cause of action has occurred.

#### 6.05 Indemnity

GS will indemnify and save harmless BC and BC's employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that BC or any of BC's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, for any claim of infringement of third-party intellectual property rights, where such claim is based upon, arises out of or occurs, directly or indirectly, by reason of any act or omission by GS or by any of its agents, employees, officers or directors in connection with this Agreement, as well as for any representation or warranty set out in this Agreement being or becoming untrue, excepting always liability arising out of the independent acts or omissions of BC and BC's employees and agents.

## Article 7

7.01 Both parties warrant to each other that they have the capacity and authority to enter into this Agreement and perform their respective duties and obligations under this Agreement with prior consent from third parties, if any, obtained as required.

The parties have executed this Agreement as set forth below:

For Vancouver Free Press Publishing Corp.

**Jeffrey Li**

Digitally signed by Jeffrey Li  
DN: cn=Jeffrey Li, o=Georgia  
Straight, ou,  
email=j\_li@straight.com, c=CA  
Date: 2021.10.20 10:38:17 -07'00'

SIGNATURE

JEFF LI

NAME

SOLUTIONS ARCHITECT

TITLE

OCTOBER 20, 2021

DATE

For Her Majesty the Queen in right of the  
Province of British Columbia, by an authorized  
representative of the Minister of Finance



SIGNATURE

RAMAN DALE

NAME

EXECUTIVE DIRECTOR

TITLE

Nov 8 / 21

DATE

## SCHEDULE A

### Indirect Users

An Indirect User is any employee, contractor or employee of a contractor of:

- the Government of the Province of British Columbia;
- any independent offices, associations, agencies, authorities, commissions, trusts or societies of the Government of the Province of British Columbia;
- any Government of the Province of British Columbia Crown Corporations;
- any provincial health authority in the Province of British Columbia;
- the Research Universities' Council of BC;
- the Post Secondary Employers' Association of British Columbia; and
- any other entity as the parties may from time to time agree through an exchange of written correspondence.