

**Liquor Distribution Branch
Cannabis Sales Data Services Agreement**

THIS AGREEMENT is dated for reference _____

BETWEEN: <Legal Name of Subscriber>
of _____

Email: _____

(the "Subscriber")

AND: Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Administrator of the *Cannabis Distribution Act*, of 3383 Gilmore Way, Burnaby BC V5G 4S1

Email: _____

(the "Province")

WHEREAS:

- A. The Province collects data on wholesale and retail cannabis sales and product information and creates reports from this data.
- B. The Subscriber wishes to receive certain cannabis sales and product data reports and the Province has agreed to provide such cannabis sales and product data reports on the terms and conditions set out in this Agreement.

THEREFORE in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires:

- a) "Agreement" means this agreement including the appendices, the Invoice, the Notice of Subscription and the Cannabis Data Packages, all as may be amended by the Province from time to time;
- b) "Annual Subscription Fee" means the annual subscription fee payable by the

Subscriber for the Subscription, as set out in the Invoice;

- c) "BCCS" means BC Cannabis Stores, which are public retail cannabis stores operated by the Province;
- d) "Cannabis Data Package" means the package of Cannabis Sales Data offered for sale by way of subscription by the Province, as posted on the Website;
- e) "Cannabis Sales Data" means the cannabis sales and product data collected and stored and the reports created by the Province from time to time;
- f) "Invoice" means the invoice for the Annual Subscription Fee sent by the Province to the Subscriber upon receipt of a signed copy of this Agreement or in anticipation of a Renewal;
- g) "Notice of Subscription" means the written notice sent by the Province to the Subscriber upon receipt of the Annual Subscription Fee, which confirms the Subscription Start Date and Subscription End Date;
- h) "Portal" means the electronic interface created by the Province for the purpose of transferring Cannabis Sales Data between the Province and the Subscriber on a computer network;
- i) "Pricing Schedule" means the rate grid of the annual subscription fees for each of the Cannabis Data Packages posted on the Website, as may be amended by the Province from time to time;
- j) "Renewal" means renewal of the Subscription and this Agreement, which may be exercised by the Subscriber pursuant to section 9;
- k) "Subscription" means the annual subscription elected by the Subscriber in Appendix A of this Agreement for a Cannabis Data Package;
- l) "Subscription Frequency" means the frequency of the Subscription, being either weekly, monthly, quarterly, or one-time, elected by the Subscriber in Appendix A of this Agreement;
- m) "Subscription End Date" means the end date of the Subscription, being that date that is 364 days after the Subscription Start Date;
- n) "Subscription Start Date" means the start date of the Subscription set out in the Notice of Subscription, as determined by the Province in its sole discretion;
- o) "Term" means the initial one-year term commencing on the Subscription Start Date and ending on the Subscription End Date and any Renewals;

- p) "User" means the Subscriber and any employees, partners, directors or officers of the Subscriber that have been designated by the Subscriber through the Website to access the Portal on behalf of the Subscriber; and
- q) "Website" means the Province's website at <https://www.bcldbccannabisupdates.com/cannabis-sales-data>, as may be updated and amended by the Province from time to time.

2. CANNABIS SALES DATA AND CANNABIS DATA PACKAGES

- 2.1 The description of the content of the data and reports included in the Cannabis Sales Data and each of the Cannabis Data Packages will be determined by the Province and posted on the Website.
- 2.2 During the Subscription, the Province may modify the content of the Cannabis Sales Data included in the Cannabis Data Packages from time to time in its sole discretion. In the event that the Province makes a material change to the Cannabis Sales Data included in the Cannabis Data Package during the Term then the Subscriber may terminate this Agreement early in accordance with section 8.2 of this Agreement. For certainty, formatting changes, or minor additions, deletions or revisions to the attribute fields will not be considered material changes.
- 2.3 The Subscriber may order a Subscription for one Cannabis Data Package and will elect the Subscription Frequency in Appendix A.
- 2.4 The Subscriber may not amend its Subscription or Subscription Frequency during the Term without terminating its Subscription and this Agreement in accordance with section 8 and entering into a new Cannabis Sales Data Agreement.
- 2.5 The Province may cancel a Cannabis Data Package at any time in accordance with section 8.2 and in the event of such cancellation during the Term, the Province will refund the Annual Subscription Fee on a pro rata basis in accordance with section 6.3 of this Agreement.

3. DELIVERY AND ACCESS OF CANNABIS SALES DATA

- 3.1 Upon receipt of payment of the Annual Subscription Fee, the Province will create a separate folder in the Portal for the Subscriber. For certainty, the Subscription Start Date will not commence until the Annual Subscription Fee has been paid in full.
- 3.2 Based on the Subscription Frequency, the Province will manage the folders as follows:
 - a) Weekly Subscription- the Province will upload the Cannabis Sales Data to the Subscriber's folder in the Portal on the day of the week set out on the Website, as may be amended from time to time in the Province's sole discretion;

- b) Monthly Subscription- the Province will upload the Cannabis Sales Data to the Subscriber's folder in the Portal on the day of the month set out on the Website, as may be amended from time to time in the Province's sole discretion;
- c) Quarterly Subscription- the Province will upload the Cannabis Sales Data to the Subscriber's folder in the Portal on the dates set out on the Website, as may be amended from time to time in the Province's sole discretion; and
- d) One-time Subscription- the Province will upload the Cannabis Sales Data to the Subscriber's folder in the Portal on a date determined by the Province in its sole discretion and it will be available to download for a minimum of one week.

If for any reason, the Province is unable to upload the Cannabis Sales Data on the days set out on the Website, the Province will post a notice of delay on the Website advising when the Cannabis Sales Data will be available.

- 3.3 The Province will regularly delete the previously uploaded Cannabis Sales Data from the Portal on the dates set out on the Website, as may be amended from time to time in the Province's sole discretion.
- 3.4 During the Subscription, the Province may modify the delivery method of the Cannabis Data Packages from time to time in its sole discretion and such modification will not constitute a material change to this Agreement.
- 3.5 If more than one version of the Cannabis Data Packages is uploaded to the Portal, the Subscriber will be entirely responsible for accessing and downloading the version that it requires.
- 3.6 The Subscriber will be entirely responsible for accessing and downloading the Cannabis Sales Data from its folder before it is deleted, and the Province will not be responsible for reproducing deleted Cannabis Sales Data at any time.
- 3.7 The Province will assign one administrative user ID and password to the Subscriber and the Subscriber may then set up Users through the Website, which will allow each User to access the Subscriber's folder and allow the User to download the Cannabis Sales Data in that folder.
- 3.8 The Subscriber may designate up to 3 Users, including the administrative user, per Subscription.
- 3.9 The Subscriber will be entirely responsible for its Users and will use commercially reasonable efforts to ensure that its Users comply with this Agreement.
- 3.10 The Subscriber will take commercially reasonable efforts to maintain the security of the user IDs and passwords at all times and will adhere to all security policies,

standards or procedures issued by the Province in relation to the user IDs, passwords and use of the Portal and the Subscriber will not at any time:

- a) permit anyone other than a User to use the user IDs and passwords;
- b) otherwise divulge, share or compromise the user IDs and passwords;
- c) use or attempt to use the user IDs and passwords of any other Subscriber;
- d) test or examine the security related to the Portal;
- e) take any action that might be reasonably construed as compromising, altering or rendering ineffective the Portal; or
- f) decompile, disassemble or reverse engineer the Portal.

3.11 The Subscriber will immediately notify the Province if any of the user IDs and passwords are lost or stolen, have been used on an unauthorized basis or have been compromised in any way.

3.12 All user IDs and passwords will remain the property of the Province and may be cancelled or reset at any time by the Province without any notice or liability to the Subscriber, the Users or to any other person. The Province is not under any obligation to verify the identity of the Users or any person accessing the Portal with the user ID and password.

3.13 The Subscriber may require software to access the Cannabis Sales Data from the Portal and any costs associated with such software will be the responsibility of the Subscriber.

3.14 If the Province becomes aware that the Cannabis Sales Data uploaded to the folders inadvertently contains confidential or personal information, then the Province may immediately delete such Cannabis Sales Data from the folder and instruct the Subscriber to delete such Cannabis Sales Data if previously accessed and downloaded by the Subscriber. If the Subscriber becomes aware that the Cannabis Sales Data in the folder contains confidential or personal information, then the Subscriber will immediately notify the Province and delete such Cannabis Sales Data.

3.15 Without limiting the generality of the foregoing, the Province assumes no responsibility or liability for any damages to, or viruses that may infect, the Subscriber's computer equipment or other property in connection with the Subscriber's access to, or use of, the Portal or the Cannabis Sales Data.

4. PROHIBITED USES

- 4.1 The Subscriber is prohibited from accessing the Portal from locations where the content is illegal. The Subscriber is solely responsible for determining whether its use of the Portal is lawful in the jurisdiction that it is accessing the Portal from and the Subscriber must comply with all applicable laws in that jurisdiction.
- 4.2 The Subscriber is prohibited from using the Portal or the Cannabis Sales Data:
- a) for any purpose that is prohibited by this Agreement;
 - b) for any unlawful purpose;
 - c) for the purpose of violating international, federal, provincial laws or regulations;
 - d) for infringing upon or violating the Province's intellectual property rights or the intellectual property rights of others;
 - e) for uploading or transmitting viruses or any other types of malicious code;
 - f) for collecting or tracking the personal information of others;
 - g) to spam, phish, pharm, pretext, spider, crawl, or scrape any Portal content, including Cannabis Sales Data;
 - h) to interfere with or circumvent the security features of the Portal, the Website, any related website, other websites, or the internet; or
 - i) for using the Portal that in any way could damage, disable, overburden or impair the Portal, or interfere with anyone else's use of it.
- 4.3 The Subscriber acknowledges and agrees that it will not publish, transfer, sell or provide the Cannabis Sales Data, in whole or in part, to any third party without the Province's prior written consent, which may be unreasonably withheld.

5. PRICING SCHEDULE

- 5.1 The Province will publish the fees for annual subscriptions for each of the Cannabis Data Packages in the Pricing Schedule posted on the Website, which the Province may amend from time to time in its sole discretion.
- 5.2 As the Pricing Schedule may change from time to time, the Annual Subscription Fee for the Subscription will be confirmed by the Province in the Invoice. In the event of a discrepancy between the Pricing Schedule and the Invoice, the Invoice will apply.

6. PAYMENTS AND REFUNDS

- 6.1 The Subscriber will pay the Annual Subscription Fee in full within 30 days from the

date of the Invoice. Upon receipt of payment of the Annual Subscription Fee, the Province will send a Notice of Subscription to the Subscriber setting out the Subscription Start Date and Subscription End Date. If the Province does not receive payment of the Annual Subscription Fee in full within 30 days from the date of the Invoice and the Annual Subscription Fees have changed, the Province will send the Subscriber a new invoice based on the current Annual Subscription Fee.

- 6.2 If the Subscriber purchases a one-time report, the Subscriber will pay the applicable fee for the requested Cannabis Sales Data upon receipt of the Invoice from the Province for the one-time report. The Province will not provide the requested Cannabis Sales Data for the one-time report until such applicable fee has been paid in full by the Subscriber.
- 6.3 If this Agreement is terminated early in accordance with section 8.2 of this Agreement, the Province will refund the Annual Subscription Fee on a pro rata basis, calculated from the day after the expiration of the applicable notice period up to and including the Subscription End Date.

7. TERM

- 7.1 The Term of this Agreement will be for an initial period of one year, commencing on the Subscription Start Date and ending on the Subscription End Date, and includes any Renewal.

8. TERMINATION

- 8.1 This Agreement and the Subscription will terminate at the end of the Term, unless terminated early in accordance with section 8.2 or renewed in accordance with section 9.
- 8.2 The Subscriber or the Province may terminate this Agreement and the Subscription as follows:
- a) if the Province makes a material change to the Subscription during the Term in accordance with section 2.2 of this Agreement, the Subscriber may terminate such Subscription and this Agreement with notice to the Province;
 - b) if the Subscriber is in breach of any of the terms of this Agreement, as determined by the Province in its sole discretion, the Province may terminate this Agreement and the Subscriptions under this Agreement with notice to the Subscriber; and
 - c) either party may terminate this Agreement and the Subscription for any other reason with 30 days' written notice to the other party.
- 8.3 If the Subscription is terminated early under section 8.2 then this Agreement will terminate concurrently, subject to section 17.6.

9. RENEWAL

- 9.1 Prior to the Subscription End Date, the Province will send the Subscriber a renewal agreement to renew the Subscription and the Agreement on the terms and conditions set out in the renewal agreement.
- 9.2 The Subscriber may exercise its option to renew the Subscription and the Agreement by signing and delivering the renewal agreement to the Province and paying the applicable Annual Subscription Fee prior to the Subscription End Date of the then current one-year term.
- 9.3 In the event that the Subscription and the Agreement is not renewed by such Subscription End Date, the parties will be required to enter into a new Cannabis Sales Data Agreement if the Subscriber wishes to still purchase a Subscription.
- 9.4 In the event that the Subscriber wishes to purchase a different Subscription or amend the Subscription Frequency or Subscription Start Date for the renewal term, the parties will enter into a new Cannabis Sales Data Agreement.

10. INTELLECTUAL PROPERTY AND NONEXCLUSIVE LICENCE

- 10.1 The Province exclusively owns all property rights and intellectual property rights in the Cannabis Sales Data, including copyright.
- 10.2 The Province grants to the Subscriber the non-exclusive right to use the Cannabis Sales Data for its own internal business purposes on the terms and conditions set out in this Agreement.
- 10.3 The Subscriber acknowledges and agrees that it will not acquire any interest in the Cannabis Sales Data other than as specified in this Agreement.

11. ASSIGNMENT

- 11.1 The Subscriber will not assign any of the Subscriber's rights or obligations under this Agreement without the Province's prior written consent, which may be unreasonably withheld.
- 11.2 Upon providing written notice to the Subscriber, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

12. ERRORS AND OMISSIONS

- 12.1 The Province will endeavour to ensure that Cannabis Sales Data is as accurate as

possible, however the Province will not be held liable for any errors or omissions. The Province reserves the right, at any time and without prior written notice (including after the Subscriber has downloaded the Cannabis Sales Data), to correct any errors or omissions, and to change or update the Cannabis Sales Data if any Cannabis Sales Data is inaccurate.

13. WARRANTY DISCLAIMER

- 13.1 The Cannabis Sales Data is provided “as is” and “as available” without any representation or warranty of any kind, whether expressed, implied or statutory. All implied warranties, including, without limitation, implied warranties of merchantability, fitness for a particular purpose and non-infringement, are hereby expressly disclaimed.

14. LIMITATION OF LIABILITY

- 14.1 Under no circumstances will the Province or its employees, agents, contractors or other representatives be liable to any person for any direct, indirect, special, incidental, consequential damages, punitive or other damages whatsoever arising out of or in connection with the Subscriber’s or its Users’ use of the Portal, the Website or the Cannabis Sales Data including without limitation any losses or damages whether based in contract, tort (including negligence), strict liability or otherwise, even if the Province has been specifically advised of the possibility of such damages.

15. INDEMNITY

- 15.1 The Subscriber will indemnify and save harmless the Province and the Province’s employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province’s employees or agents may sustain, incur, suffer or be put to at any time (each a “Loss”) to the extent the Loss is directly or indirectly caused or contributed to by any way by any act or omission by the Subscriber or its Users, employees, agents, partners, directors or officers, the Subscriber’s use of the Portal or the Cannabis Sales Data, the Subscriber’s violation of any law or any violation of the terms of this Agreement.

16. NOTICE

- 16.1 Any notice, request, consent, approval or document required or contemplated under this Agreement will be in writing and will be sufficiently given to the other party if delivered personally, by email or mailed by registered mail to the addressee’s contact information specified on the first page of this Agreement.
- 16.2 The parties may specify another address for service by giving notice to the other party.

- 16.3 The date of receipt of any notice, request, consent, approval or document will be deemed to be:
- a) the date of delivery if delivered personally;
 - b) the earlier of the date of receipt or the fifth business day next following the date of mailing if mailed; and
 - c) if sent by email, it will be deemed received on the same day as received if received prior to 4:00 pm on a business day. If received on or after 4:00 pm on a business day or any time on a Saturday, Sunday or holiday, the email will be deemed to be received on the next business day.
- 16.4 In the event of a labour dispute at the Canada Post Corporation, every notice, request, consent, approval or document will be delivered personally or sent by email and not mailed.

17. GENERAL

- 17.1 The Subscriber will comply with all applicable laws.
- 17.2 All references in this Agreement to money are to Canadian dollars.
- 17.3 The Province's failure to insist upon or enforce strict performance of any of the terms of this Agreement will not be construed as a waiver of any such term.
- 17.4 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.
- 17.5 This Agreement including any modifications or renewals of it, the appendices, the Invoice, the Notice of Subscription, the Cannabis Data Packages constitute the entire agreement between the parties as it relates to the purchase and sale of Cannabis Sales Data.
- 17.6 Sections 3.6, 3.14, 3.15, 4.3, 10, 12, 13, 14, 15, 16, 17 and any other sections of this Agreement, (including appendices) which, by their terms or nature, are intended to survive the termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.
- 17.7 The headings used in this Agreement are included for convenience only and will not limit or otherwise affect this Agreement.
- 17.8 Notwithstanding anything to the contrary contained in this Agreement, if either party hereto is bona fide delayed or hindered in or prevented from the performance of any

term, covenant or act required hereunder by reason of strikes; labour troubles; inability to procure materials or services; power failure; restrictive governmental laws or regulations; riots; insurrection; sabotage; rebellion; war; act of God; or other reason whether of a like nature or not which is not the fault of the party delayed in performing work or doing acts required to be done hereunder, nor due to that party's failure or inability to make payment, then performance of such term, covenant or act is excused for the period of the delay and the party delayed will be entitled to perform such term, covenant or act within the appropriate time period after the expiration of the period of such delay.

17.9 Time will be of the essence in this Agreement.

17.10 This Agreement is governed by and is to be interpreted and construed in accordance with the laws applicable to British Columbia.

17.11 In this Agreement unless the context otherwise requires, words expressed in the singular include the plural and vice versa.

17.12 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 16 or any other method agreed to by the parties.

The parties have executed this Agreement as follows as of the date set out below.

<p>SIGNED on the _____ day of _____, 20__ by the Subscriber (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p>_____</p> <p>Signature(s)</p> <p>_____</p> <p>Print Name(s)</p> <p>_____</p> <p>Print Title(s)</p>	<p>SIGNED on the _____ day of _____, 20__ on behalf of the Province by its duly authorized representative:</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Print Name</p> <p>_____</p> <p>Print Title</p>
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APPENDIX "A"

1. The parties agree that the following terms apply to this Subscription:

Subscription, if available on the Website, choose one:

Data Package "A"

Data Package "B"

Data Package "C"

Data Package "D"

Frequency of Subscription, if available on the Website, choose one:

Weekly

Monthly

Quarterly

One-time