<div align="center">**Code with Us Terms**</div>

Code With Us Process Terms

Definitions

Throughout the Process Terms the following definitions apply:

"**Acceptance Criteria**" means the requirements and specifications necessary for a Contribution to be considered, reviewed and potentially accepted for a Payment, as set out in the Opportunity;

"**Applicant**" means a person or entity with the legal capacity to contract, that submits a Proposal to the Issuer of an Opportunity in accordance with these Process Terms and includes the Contractor;

"**BC Developers' Exchange**" means the BC Developers' Exchange website located at www.bcdevexchange.org where Opportunities will be posted by the Issuer;

"**Contract Terms**" has the meaning ascribed to it in section 19 of these Process Terms;

"**Contractor**" has the meaning ascribed to it in section 15 of these Process Terms;

"**Evaluation Criteria**" means the criteria set out in the Opportunity on which Proposals will be evaluated to be considered for selection to work on the Opportunity;

"**GitHub**" means the third party source code repository hosting service;

"**Issue**" means GitHub's tracking service within a Repository for tasks, enhancements and bugs relating to a project;

"**Issuer**" means the Province or a Public Sector Entity, as applicable;

"**Opportunity**" means the project listed on the BC Developers' Exchange, and includes any attached or referenced appendices, addenda, or similar attachments;

"**Opportunity Contact**" means the individual named in an Opportunity as the contact person for the Issuer;

"**Payment**" means the value of remuneration associated with the Opportunity;

"**Process Terms**" means these Code With Us Process Terms;

"**Proposal**" means the written response of an Applicant to an Opportunity that addresses the Evaluation Criteria and includes any attachments;

"**Proposal Deadline**" means the time period set out in the Opportunity during which time Applicants may submit Proposals;

"**Province**" means the Government of British Columbia;

"**Public Sector Entity**" means a public sector entity in British Columbia;

Information about an Opportunity

1)   Opportunities will be posted on the "Opportunities" page of the BC Developers' Exchange and will also be duplicated on GitHub as an Issue.

2)   The Opportunity will describe the project, the Acceptance Criteria, the Evaluation Criteria, the Proposal Deadline, and the applicable Payment and methods for the Contractor to receive Payment.

3)   Any revisions to the Opportunity will also be posted to the BC Developers' Exchange. Any user of

the BC Developers' Exchange who has elected to 'follow' the Opportunity will be notified when a revision is published. It is entirely the Applicant's responsibility to read the "Opportunities" page on the BC Developers' Exchange for information about the Opportunity.

Submission and Evaluation of Proposals

4)   Applicants may ask any questions regarding an Opportunity at any time by posting a public comment on the GitHub Issue linked to the Opportunity. If the Issuer receives private questions (e.g. by email), they will post to the GitHub Issue the question that was asked so that that information is equally accessible to all interested Applicants. To the extent reasonably possible, the Issuer will post answers to questions in the comments section on GitHub associated with the Opportunity.

5)   A Proposal must be submitted by a person authorized to provide it on behalf of the Applicant with the intent to bind the Applicant to the Process Terms and to the statements and representations in the Applicant's Proposal

6)   Applicants must submit their Proposals through the BC Developers' Exchange according to the requirements in these Process Terms.

7)   Applicants may modify or withdraw their Proposals on the BC Developers' Exchange until the Proposal Deadline, even if the Proposal has already been submitted. Proposals will not be reviewed or evaluated by the Issuer until the Proposal Deadline has passed. At the end of the Proposal Deadline, all Proposals become irrevocable. An Applicant will not change any part of its Proposal after the end of the Proposal Deadline unless requested by the Issuer for purposes of clarification.

8)   Applicants must ensure that any attachments they provide with their Proposal are not compressed, do not contain a virus or malware, are not corrupted, and must be able to be opened. The Issuer may reject Proposals that are compressed, cannot be opened, or that contain viruses, malware or corrupted attachments.

9)   Applicants are solely responsible for ensuring that their Proposal is submitted in the BC Developers' Exchange before the Proposal Deadline and Applicants bear all risk associated with delivering their Proposal by electronic submission.

10)   Applicants are strongly advised to contact the Opportunity Contact immediately to arrange for an alternative submission method in accordance with section 14 of these Process Terms if the BC Developers' Exchange does not appear to the Applicant to be functioning.

11)   An alternate submission method may be made available, at the Issuer's discretion, commencing one half hour before the end of the Proposal Deadline, and it is the Applicant's sole responsibility for ensuring that a complete Proposal is submitted using an approved alternate submission method is received by the Issuer before the end of the Proposal Deadline. The Issuer makes no guarantee that an alternative submission method will be available or that the method available will ensure that an Applicant's proposal is received before the end of the Proposal Deadline.

12)   All Proposals and other records submitted to the Issuer in relation to an Opportunity become the property of the Issuer, and subject to the provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia), if applicable to the Issuer.

13) Proposals received after the end of the Proposal Deadline will not be eligible for consideration.

14) Proposals will be assessed in accordance with the Evaluation Criteria. The Issuer will be under no obligation to receive further information after the Proposal Deadline, whether written or oral, from any Applicant.

15) After the Proposal Deadline, the Issuer will announce the highest ranked Applicant (the "Contractor") based on the Evaluation Criteria by marking that Applicant as "Assigned" to the Opportunity in the BC Developers' Exchange. The Issuer may also announce the Contractor for the Opportunity in the related Issue on Github.

Reservation of Rights

16) In addition to any other reservation of rights set out in the Opportunity, the Issuer reserves the right, in its sole discretion:

a) to modify the terms of the Opportunity at any time prior to the Proposal Deadline, including the right to cancel the Opportunity;

b) in accordance with the terms of the Opportunity, to accept the Proposal or Proposals that it deems most advantageous to itself;

c) to waive any non-material irregularity, defect or deficiency in a Proposal;

d) to request clarifications from an Applicant with respect to its Proposal, including clarifications as to provisions in its Proposal that are conditional or that may be inconsistent with the terms and conditions of the Opportunity, without any obligation to make such a request to all Applicants, and consider such clarifications in evaluating the Proposal;

e) to reject any Proposal due to unsatisfactory past performance under contracts with the Issuer, or any material error, omission or misrepresentation in the Proposal;

f) at any time, to reject any or all Proposals; and

g) at any time, to terminate the Opportunity without award and obtain the goods and services described in the Opportunity by other means, if at all, including by re- issuing the Opportunity or any part of it.

17) A Proposal will not necessarily be accepted and the Issuer is not bound to enter into the Contract Terms with any Applicant.

Contract

18) Before and as a condition to entering into the Contract Terms, the Issuer has the right to:

a) Request the Applicant to provide information confirming the Applicant's legal name, registration(s) and status in a form satisfactory to the Issuer that the Applicant has the power and capacity to enter into the contract; and

b) To not enter into a contract if the Applicant cannot satisfy the Issuer that it is the same legal entity that submitted the Proposal.

19) The Contractor will be assigned to work on the Opportunity exclusively according to the terms set out in Schedule "A" (the "**Contract Terms**").

Developers' Responsibilities

20) Applicants must ensure there is no conflict of interest, either real or perceived, in respect of an Opportunity including involvement in the preparation of the applicable Opportunity or a relationship with any employee, contractor or representative of the Issuer involved in preparation of the applicable Opportunity. If an Applicant is in doubt as to whether there might be a conflict of interest, the Applicant should consult with the Opportunity Contact prior to submitting a Proposal.

21) Applicants are solely responsible for:

    a) ensuring their Proposals are complete and submitted to the BC Developers' Exchange before the end of the Proposal Deadline;

    b) their own expenses in participating in an Opportunity, including any costs in preparing a Proposal;

    c) accepting and complying with the terms of use of sites used in conjunction with an Opportunity (e.g. GitHub, PayPal); and

    d) ensuring they have the ability and authority to accept these Process Terms applicable to the Opportunity.

Representations and Warranties

22) Applicants represent and warrant that:

    a) they are not aware of any circumstances that would give rise to a conflict of interest, either actual or perceived, in respect of the Opportunity; and

    b) at the date the Process Terms are accepted they have the power and capacity to accept these Process Terms and, if the Applicant is not an individual, to observe, perform and comply with these Process Terms and that all necessary corporate or other proceedings have been taken and done to authorize acceptance of these Process Terms by, or on behalf of, the Applicant.

Limitation of Liability

23) Under no circumstances will the Issuer or any of its respective servants, employees or agents be liable to any person or business entity for any direct, indirect, special, incidental, consequential or other damages based on any Applicant's submission of a Proposal in response to an Opportunity.

General

24) The Process Terms will not in any way make an Applicant an employee or agent of the Issuer.

25) If any term or provision of the Process Terms is invalid, illegal or unenforceable, all other terms and provisions will nonetheless remain in full force and effect.

26) The Issuer has no further obligations or commitments to any Applicant beyond those stated in the Process Terms.

27) The Issuer will not be held liable for any error or omission in the Opportunity.

28)   Applicants agree that the Process Terms are governed by and will be construed in accordance with the laws applicable in British Columbia.

Schedule "A" – Contract Terms

Introduction

The Contractor will have the potential to receive a Payment in accordance with the Opportunity and the Acceptance Criteria.

To be eligible for Payment relating to an Opportunity, the Contractor must provide the Issuer with the Payment Information and submit the Contribution to the Repository of the Opportunity in the Submission Period.

Throughout the Contract Terms, including the Introduction, the following definitions apply:

"**Acceptance Criteria**" means the requirements and specifications necessary for a Contribution to be considered, reviewed and potentially accepted for a Payment, as set out in the Opportunity;

"**Affected Party**" means either the Contractor or the Issuer if prevented from performing that party's obligations in accordance with these Contract Terms by an Event of Force Majeure;

"**BC Developers' Exchange**" means the BC Developers' Exchange website located at www.bcdevexchange.org, and any services associated with the BC Developers' Exchange;

"**Contribution**" means the work, such as source code, delivered by the Contractor to the Opportunity's Repository;

"**Contractor**" means the party announced by the Issuer on the BC Developers' Exchange and assigned to exclusively enter into the Contract Terms for the Opportunity;

"**Event of Force Majeure**" means one of the following events:

a)   a natural disaster, fire, flood, storm, epidemic, or power failure;

b)   a war (declared and undeclared), insurrection or act of terrorism or piracy;

c)   a strike (including illegal work stoppage or slowdown) or lockout; or

d)   a freight embargo

if the event prevents a party from performing the party's obligations in accordance with these Terms and is beyond the reasonable control of that party;

"**Issuer**" means the Province or a Public Sector Entity, as applicable;

"**GitHub**" means the third party source code repository hosting service where Contributions are delivered by the Contractor;

"**License**" means the terms and conditions regarding the use, modification and sharing of the content in a Repository;

"**License File**" means the file in the Repository that contains the License attached to the Opportunity;

"**Opportunity**" means the project listed on the BC Developers' Exchange, and includes any attached or referenced appendices, addenda, schedules or exhibits;

"**Opportunity Contact**" means the individual named in an Opportunity as the contact person for the Issuer;

"**Payment**" means the value of remuneration set out in the Opportunity;

"**Payment Information**" means the information provided by the Contractor at the request of the Issuer that is required to make a payment to the Contractor, and may include a completed direct deposit form, PayPal account, address, or other information as applicable;

"**Proposal**" means the proposal provided by the Contractor to the Issuer for the Opportunity;

"**Province**" means the Government of British Columbia;

"**Public Sector Entity**" means a public sector entity in British Columbia;

"**Pull Request**" means a method that can be used by the Contractor, if appropriate, to submit Contribution(s) to an Opportunity whereby the Contractor asks for the Contribution to be considered for inclusion in the Repository;

"**Repository**" means the location on GitHub where Contributions related to the Opportunity are submitted by the Contractor; and

"**Submission Period**" means the time period during which time the Contractor may submit Contributions, starting from the announcement of the Contractor and ending on the completion date stated in the Opportunity.

Submitting a Contribution

1.   The Submission Period will commence at the time that the Contractor is announced on the BC Developers' Exchange.

2.   The Contractor will submit a minimum of one Contribution that meets the Acceptance Criteria to the Repository for the Opportunity.

3.   The Contractor must deliver Contributions either by Pull Request or such other manner as specified in the Acceptance Criteria.

4.   The Contractor may:

   a)   submit more than one Contribution in response to an Opportunity in the Submission Period; and

   b)   withdraw a Contribution at any time before the Issuer makes a Payment.

5.   Any Contributions submitted by the Contractor must be received in the Submission Period.

Evaluation of Contributions

6.   The Contractor's Contributions will be reviewed and assessed during the Submission Period in accordance with the Acceptance Criteria described in the Opportunity.

7.   The Issuer will either accept or reject the Contractor's Contribution(s), and if accepting, the Issuer will merge into the Issuer's code in the Repository all Contributions that either alone, or in combination with other Contributions from the Contractor, meet the Acceptance Criteria .

8.   The Issuer reserves the right in its sole discretion to:

   a)   waive any non-material irregularity, defect or deficiency in a Contribution; and

b)   request clarifications from a Contractor with respect to its Contribution, without any obligation to make such a request to the Contractor, and consider such clarifications in evaluating the Contribution.

Payment

9.   The value of the Payment offered in the Opportunity is a fixed amount in Canadian dollars and is not negotiable.

10.   In order to be eligible for Payment in relation to an Opportunity, the Contractor will provide the Payment Information to the Issuer. The Payment Information must be provided to the Issuer in a form and in the manner acceptable to the Opportunity Contact.

11.   Acceptance of the final Contribution that satisfies all of the Acceptance Criteria by the Issuer according to section 6 of these Contract Terms will result in a Payment being made as specified in the Opportunity to the Contractor within 30 days.

12.   If the Issuer is the Province, the Issuer's obligation to pay money to the Contractor is subject to the <u>Financial</u> <u>Administration</u> <u>Act</u> (British Columbia), which makes that obligation subject to an appropriation being available in the fiscal year of the Issuer during which payment becomes due.

Contractor's Obligations

13.   The Contractor will retain the copyright to all of its Contribution(s) unless the License File issued with the Opportunity indicates otherwise. By submitting a Contribution, the Contractor agrees to grant the Issuer of the applicable Opportunity rights in accordance with the License originally posted by the Issuer as applicable to that Opportunity.

14.   The Contractor is solely responsible for:

a)   ensuring its Contributions are complete and are in compliance with the Opportunity and these Contract Terms;

b)   its own expenses in participating in an Opportunity, including any costs in preparing a Contribution;

c)   accepting and complying with the terms of use of sites used in conjunction with an Opportunity (e.g. GitHub, PayPal);

d)   ensuring it has the ability and authority to submit a Contribution and accept these Contract Terms applicable to the Opportunity;

e)   determining, managing and paying any income or other taxes, fees or applicable payments that may be incurred as a result of a Payment; and

f)   complying with all applicable laws, including in relation to the submission of a Contribution and receipt of a Payment.

Representations and Warranties

15.   The Contractor represents and warrants that:

a)   the material contained in the Contributions does not infringe, misappropriate or misuse any copyright, patent, trade-mark, trade secret or confidential or proprietary information of a

third party;

b) they have the rights to submit the material contained in their Contributions and to grant any License required under these Contract Terms;

c) they are not aware of any circumstances that would give rise to a conflict of interest, either actual or perceived, in respect of the Opportunity; and

d) they have the power and capacity to enter into an agreement on these Contract Terms and, if the Contractor is not an individual, to observe, perform and comply with these Contract Terms and that all necessary corporate or other proceedings have been taken and done to authorize the acceptance of these Contract Terms by, or on behalf of, the Contractor.

Force Majeure

16. An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under these Contract Terms resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 16 of these Contract Terms.

17. An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under these Contract Terms as soon as possible.

Indemnity

18. The Contractor agrees to indemnify and save harmless the Issuer and any of its respective employees or agents from and against all claims, demands, obligations, losses, liabilities, costs, debts and expenses, including reasonable legal fees and any claim of infringement of third-party intellectual property rights, that the Issuer or any of the Issuer's employees or agents may sustain, incur, suffer or be put to at any time, either before or after these Contract Terms end (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or subcontractors in connection with these Contract Terms.

Dispute Resolution

19. The Contractor agrees that any action at law or in equity in any way arising out of or in connection with these Contract Terms and/or in any way associated with the use of the BC Developers' Exchange will be resolved by arbitration under the Arbitration Act (British Columbia) and that the place of arbitration will be Victoria, British Columbia.

General

20. The Contract Terms will not in any way make the Contractor an employee or agent of the Issuer.

21. If any term or provision of the Contract Terms is invalid, illegal or unenforceable, all other terms and provisions will nonetheless remain in full force and effect.

22. Sections of these Contract Terms, including section 18, which, by their terms or nature, are intended

to survive the expiration of these Terms, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after these Contract Terms end.

23.   The Issuer has no further obligations or commitments to the Contractor beyond those stated in the Contract Terms.

24.   The Contractor agrees that the Contract Terms are governed by and will be construed in accordance with the laws applicable in British Columbia.