

**LEGAL DATA RESOURCES (MANITOBA) CORPORATION  
CITY OF WINNIPEG DATABASE SUBSCRIPTION FORM**

Upon confirmation of acceptance of this subscription by Legal Data Resources (Manitoba) Corporation ("LDRC"), the undersigned hereby agrees to subscribe for data access services as listed below. In consideration of the acceptance of this subscription, the undersigned will pay the subscriber fee set out below.

The undersigned hereby subscribes for the following database:

- The City of Winnipeg Electronic Assessment and Tax Roll \_\_\_\_\_

which database is presently available.

***User ID***

The undersigned wishes to have the following User ID or ID's:

Number of User ID's Required: \_\_\_\_\_  
(Please list first name and last name of each user on a separate sheet)

The undersigned agrees to notify LDRC in writing of any changes to authorized users in their organization.

***Charges***

The undersigned agrees to pay those charges set out in each schedule as the fees payable in respect of each service offering as described below. It is acknowledged that the service offerings are subject to increases in fees.

In addition to the charges related to provision of the individual service by the individual departments, the undersigned agrees to pay the resource charge of The City of Winnipeg for computer usage, and the service fees of LDRC.

It is acknowledged that LDRC is a non-profit corporation established by The Law Society of Manitoba for the purpose of providing government database services to members of the legal profession (and others in the discretion of LDRC), and that the undersigned shall be entitled to be advised of the costs and cost recoveries of LDRC upon reasonable notice from time to time. LDRC also undertakes to exercise its best efforts to ensure that the services described herein and other potential services set out below are provided at the lowest charges possible.

***Support***

LDRC undertakes to provide a support facility to the undersigned which will be obtainable by phoning the telephone number of LDRC, (204) 984-9840 or toll free, 1-800-463-4816. Support is also available by e-mail at [ldrc1@mb.sympatico.ca](mailto:ldrc1@mb.sympatico.ca)

***Additional Services***

LDRC undertakes to attempt to provide additional civic databases to LDRC clients. LDRC undertakes to provide notice of the availability of such databases together with the cost of accessing such databases to LDRC clients as far in advance as possible.

***Confidentiality and Privacy***

The parties acknowledge that information supplied pursuant to this contract is subject to one or more privacy protocols developed with the agencies supplying the information and will be subject to the terms of such protocol(s) as they exist from time to time between LDRC and the relevant government departments or any other entity supplying the data. Copies of existing protocols are attached. The undersigned agrees that in the event of any change in any such protocol which has the effect of preventing LDRC from granting the undersigned partial or complete access to information with respect to either specific databases or all databases, or in the event of the breach of a protocol by the undersigned, LDRC shall be entitled to discontinue service to the undersigned, as applicable, without such discontinuance of service constituting a breach of this contract by LDRC.

### ***Term***

This contract shall operate for a term of three (3) years, or three (3) months' notice from the undersigned. The undersigned also agrees that service may be discontinued in the event the undersigned fails to pay any outstanding invoice for more than a period of forty-five (45) days and that service with respect to each individual database may be terminated by LDRC:

- a) upon the termination of service as a result of the direction of the relevant authority of the relevant department or The City of Winnipeg directing that such service be terminated;
- b) in the event that the undersigned fails to pay any outstanding invoice charges relating to that individual database for more than a period of forty-five (45) days;
- c) in the event that any technical problem arises for a period of longer than fifteen (15) days without correction, which technical problem prevents the service from being provided and which technical problem cannot be eliminated within a reasonably foreseeable time;
- d) in the event of any act of God, labour dispute, or other event beyond the control of LDRC which interrupts service for a period of more than 180 days.
- e) in the event of a breach of any confidentiality or privacy protocol as set out above.

The undersigned also acknowledges that residual charges may not be received for up to 4 months after service is terminated, and that such charges will be payable on receipt of an invoice for them.

### ***Conditions For Use of The City of Winnipeg Facilities***

As a condition for use of the LDRC facility and access to government computer-stored data, the subscriber undertakes not to:

- Permit any person to use his/her/its userid;
- Divulge, share or compromise his/her/its password;
- Use any other LDRC Clients' or another party's userid;
- Attempt to access or modify the datasets, data or programs of any government department, The City of Winnipeg, LDRC or another user;
- Enable any user to access datasets belonging to a third party;
- Use the facility for activities different from those for which access was granted;
- Develop or use programs or create situations which adversely impact computer services to other LDRC clients or other users;
- Make unauthorized copies of data or proprietary software;
- reveal details of any checking, editing, validating, balancing or security mechanisms included in hardware or software, to any unauthorized persons;
- Test or attempt to compromise security related to the facility;
- Take any action which might reasonably be construed as injurious or detrimental to the interests of any other users or to the facility;
- Repackage for resale any data retrieved from any City of Winnipeg database.

In the event that LDRC or The City of Winnipeg becomes aware of any abuse listed previously, it may discontinue service without notice. The subscriber may appeal such discontinuance to LDRC but LDRC shall be under no obligation to restore service. Service is provided on an "as-is" basis and no assurance is given by LDRC of the accuracy of any information or its timeliness.

### ***Interest***

The undersigned agrees to pay interest on all unpaid balances after thirty (30) days at the rate charged to LDRC by The City of Winnipeg and the relevant departments or in the absence of any such reference, the rate charged to LDRC by its banker.

### ***Service Availability***

All service availability is subject to continuing supply of the service by the relevant department and The City of Winnipeg.

***Communication Method***

The subscriber will be issued a userid/userids to access the database.

***Governing Law***

This contract shall be governed by the Laws of the Province of Manitoba.

***Successors and Assigns***

This contract is binding on the successors and assigns of the subscriber. The subscriber shall not, however, have any right to assign this contract or to sell any individual portion of the service without the consent in writing of LDRC.

***Signatures***

This subscription form has been duly executed by the subscriber and LDRC this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Subscriber Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
Postal Code

\_\_\_\_\_  
Phone Number

LDRC hereby confirms acceptance of the above Subscription this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

**LEGAL DATA RESOURCES (MANITOBA) CORPORATION**

Per: \_\_\_\_\_

**CITY OF WINNIPEG, ELECTRONIC ASSESSMENT AND TAX ROLL  
SCHEDULE OF RATES, JANUARY 1, 2010**

Search of a Roll Number	\$10.60
Provision of a Tax Certificate	\$38.00

These rates are exclusive of applicable taxes.