

**ENTERPRISE LICENSE AGREEMENT
2013ELACDN1003**

This Enterprise License Agreement, including the documents listed below (collectively, "Agreement" or "ELA"), is between **The Corporation of the City of London ("City" or "Licensee")** and **Esri Canada Limited ("Distributor" or "Esri Canada")** and is effective on January 1, 2014 ("**Effective Date**"). This Agreement entitles City to license Esri Software, Data, Online Services and Documentation and procure maintenance over a limited, fixed period of time from the Effective Date subject to a payment of fees and the terms of this Agreement as specified herein.

This Agreement is comprised of the following documents, which are attached to this Agreement and incorporated herein by reference:

Enterprise License Agreement Terms and Conditions, including

- Appendix A, Software and Deployment Schedule
- Appendix B, ELA Fee And Schedule
- Appendix C, City Annual Deployment Report
- Appendix D, ELA Points of Contact
- Appendix E, Tier 1 Help Desk Authorized Individuals

The ELA License Agreement is comprised of the following documents, which are incorporated into this Agreement by reference and are not attached to this Agreement:

- Amendment No. 1 to License Agreement, G-576, and License Agreement:
 - Master License Agreement Signature page, E101
 - General License Terms and Conditions, E201
 - Esri Exhibit 1, Scope of Use, E300
 - (i) Addendum 1-Software Terms of Use
 - (ii) Addendum 2-Data Terms of Use
 - (iii) Addendum 3-Online Services Addendum
 - (iv) Addendum 4-Limited Use Programs

The parties acknowledge that they have read and understand this Agreement and agree to be bound by the terms and conditions contained herein.

This Agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to such subject matter. Any modifications or amendments to this Agreement must be in writing and signed by an authorized representative of each party.

ACCEPTED AND AGREED:

The Corporation of the City of London
(City)

Esri Canada Limited
(Distributor)

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ENTERPRISE LICENSE AGREEMENT TERMS AND CONDITIONS

ARTICLE 1—DEFINITIONS

All definitions in other parts of the ELA shall have the same meaning in this Enterprise License Agreement Terms and Conditions. In addition, the following definitions apply to the ELA:

- "Deploy," "Deployment," or "Deployed" means to redistribute, or the redistribution of, the Enterprise License Software (and its related Authorization Codes), or its having been redistributed, by City for installation and use on City's hardware.
- "ELA Fee" means the fee set forth in Appendix B.
- "ELA Maintenance" means Tier 2 Support, updates, and patches provided by Distributor for the Enterprise License Software and Rolled-In Software.
- "Enterprise License Software" means the Software identified in Table A-1 and Table A-2 of Appendix A. Enterprise License Software does not include Unit-Priced Separately Orderable Item(s) or Esri technology that may be embedded in third-party products purchased by City.
- "Esri" means Environmental Systems Research Institute, Inc., who is the licensor of the Esri Enterprise License Software.
- "Incident" means a failure of the Software to operate according to the Documentation where such failure substantially impacts operational or functional performance.
- "ELA License Agreement" means License Agreement and Amendment No. 1 to License Agreement.
- "License Agreement" means Master License Agreement signature page (E101), the General License Terms and Conditions (E201), Exhibit 1, Scope of Use (E300).
- "Rolled-In Software" means Software of the same type as Enterprise License Software that City acquired for use prior to the Effective Date that is current on paid maintenance (as shown in Esri's customer service records) and that receives ELA Maintenance during the term of the ELA.
- "Technical Support" means a process to attempt to resolve reported Incidents through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Software, Data, or Documentation corrections or modifications specified in the most current applicable Distributor software maintenance policy available on the Distributor website at www.esri.ca as modified by Section 4.
- "Tier 1 Help Desk" means City point of contact from which all Tier 1 Support will be given.
- "Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk as the primary contact in attempted resolution of reported Incidents.
- "Tier 2 Support" means the Technical Support provided by Distributor to the Tier 1 Help Desk when the Incident cannot be resolved through the Tier 1 Support.
- "Unit-Priced Separately Orderable Item(s)" means Software, Data, Online Services, or maintenance that is available subject to a per-unit license fee, subscription fee, or maintenance fee.

ARTICLE 2—GRANT OF LICENSE

2.1 Grant of License. City's use of the Enterprise License Software is granted as a Term License for the limited term described in Section 7.1 and is subject to the ELA License Agreement. Unit-Priced Separately Orderable Item(s), if acquired, and Rolled-In Software shall be licensed in accordance with the License Agreement.

2.2 Beta License. Beta licenses are not available under this ELA.

2.3 Consultant Access. Pursuant to Amendment No. 1 to the ELA License Agreement, Consultant or Contractor Access clause the General License Terms and Conditions in the License Agreement is modified to add the following restriction: Access to and use of any Enterprise License Software is restricted to use by consultants and contractors for the sole benefit of City while (i) working on-site at City's facilities, (ii) remotely accessing or using Enterprise License Software from City's on-site computers or machines, or (iii) remotely accessing or using Enterprise License Software from a third party's computers or machines under contract to City. City shall require consultant or contractor to discontinue access to and use of Enterprise License Software upon completion of work for City.

ARTICLE 3—SCOPE OF USE

Pursuant to Amendment No. 1 to the ELA License Agreement the Uses Permitted and Uses Not Permitted section of the License Agreement are modified as follows:

3.1 Additional Uses Permitted. Pursuant to Amendment No. 1 to the License Agreement, Section 3.1 of the E201 – General License Terms and Conditions has been modified to reflect the below terms and conditions:

- Subject to the terms and conditions of this ELA, City has acquired from Esri a personal, nonexclusive, nontransferable Term License solely to:
 - a. use, copy, and Deploy quantities of the Enterprise License Software as defined in Appendix A of this ELA for City's own internal use for a term concurrent with the of this ELA;
 - b. access and use any secure Esri website resources made available to City for City's internal use, provided that City follows Esri's terms of use policy specified therein. All password or controlled access information provided by Esri or Distributor shall be treated as Esri confidential information; and
 - c. use Enterprise License Software in accordance with Exhibit 1—Scope of Use provided that all licenses are Term Licenses.

3.2 Uses Not Permitted. Pursuant to Amendment No. 1 to the License Agreement, City shall comply with the following additional restrictions:

- a. City shall not use, transfer, redistribute, or Deploy the Enterprise License Software outside of the country listed in Appendix B without the prior written permission of Distributor and Esri and agreement on additional fees, if any. Any such export shall be subject to U.S. Export Control Regulation requirements of the License Agreement.
- b. Hard-copy Documentation may not be copied.

ARTICLE 4—MAINTENANCE

4.1 ELA Maintenance. ELA Maintenance is included in the ELA Fee. Each Rolled-In Software and Enterprise License Software item will receive ELA Maintenance, provided that standard maintenance is available. ELA Maintenance includes benefits specified in the most current applicable Distributor software maintenance policy available on the Esri Canada Distributor website at www.esri.ca as modified by this Section 4. ELA Maintenance does not include Technical Support for Online Services.

a. Tier 1 Support Provided by City

- (1) City shall provide Tier 1 Support through the Tier 1 Help Desk.
- (2) The Tier 1 Help Desk shall use analysts fully trained in the Software they are supporting.
- (3) At a minimum, Tier 1 Support shall include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
- (4) Tier 1 Support analysts shall be the initial points of contact for all questions and Incidents. Tier 1 Support analysts shall obtain a full description of each reported Incident and the system configuration. This may include obtaining any customizations, code samples, or Data involved, if applicable to the Incident. The analyst may also use any other information and databases they may develop to satisfactorily resolve Incidents.
- (5) If the Tier 1 Help Desk cannot resolve the Incident, an authorized Tier 1 Help Desk individual may contact Distributor for Tier 2 Support. The Tier 1 Help Desk shall provide support in such a way as to minimize repeat calls and make solutions to problems available.
- (6) City may assign up to the number of Tier 1 Help Desk individuals listed in Appendix B. Said individuals shall be fully identified in Appendix E and will be the only individuals authorized to contact Distributor directly for Tier 2 Support.

b. Tier 2 Support Provided by Distributor

- (1) Distributor shall log the calls received from the Tier 1 Help Desk individuals.
- (2) Distributor shall review all information collected by and received from Tier 1 Help Desk individuals including preliminary documented troubleshooting provided by Tier 1 Help Desk when Tier 2 Support is required.
- (3) Distributor may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
- (4) Distributor shall attempt to resolve the Incidents submitted by Tier 1 Help Desk by assisting the Tier 1 Help Desk individuals.
- (5) When the Incident is resolved, Distributor shall communicate the information to the Tier 1 Help Desk individuals, and the Tier 1 Help Desk shall disseminate the resolution.
- (6) Esri may, at Esri's sole discretion, make patches, hot fixes, or updates available for downloading from the Distributor or Esri's website or deliver them on media.

4.2 Maintenance for Unit-Priced Separately Orderable Item(s). Annual maintenance fees for Unit-Priced Separately Orderable Item(s) are not included in the ELA Fee, and if ordered, additional fees shall apply.

ARTICLE 5—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT REPORT

5.1 Purchase Orders, Delivery, and Deployment

- a. The ELA Fee is in consideration of the Enterprise License Software, ELA Maintenance and Esri International User Conference Registrations and is payable in non-refundable installments, except as provided herein.
- b. City shall issue a purchase order upon execution of the ELA and annually thereafter in accordance with the fee schedule in Appendix B. The installment payments of the ELA Fee shall be due and payable within thirty (30) days of the anniversary date of the ELA, with the initial ELA Fee installment payment due within thirty (30) days of execution of the ELA.
- c. Upon receipt of the initial purchase order from City, Distributor shall authorize City to download Enterprise License Software listed in Appendix A. Delivery of updates/new versions of Enterprise License Software will be made in the same manner. If requested by City, Distributor will deliver the limited number of sets of backup media listed in Appendix B to the ship-to address identified in Appendix D, ELA Points of Contact. City may purchase additional backup media sets at the prices in effect at the time of purchase.
- d. Distributor shall provide Authorization Codes, as applicable, to activate the nondestructive copy protection program that enables the Software to operate or allow access.
- e. City shall Deploy, install, configure, and track the Enterprise License Software.
- f. Purchase orders for Unit-Priced Separately Orderable Item(s) may be issued by City during the term of this ELA and shall be shipped to the ship-to address identified in Appendix D.
- g. City shall pay all value-added, sales, use, or other taxes; duties, customs, shipping, insurance, or other fees; or withholding currently or subsequently imposed on all receipt and use of the Software, Data, Online Services, or Documentation under this ELA. Such taxes, duties, fees, withholding, or other charges shall be paid by City, or City shall provide Distributor with evidence of exemption from such taxes, duties, fees, withholding, or other charges. If Distributor is required to pay any such tax, duty, fee, or charge or to withhold any amount from monies due to Distributor from City pursuant to this ELA, City shall promptly reimburse Distributor any such amounts.

5.2 Purchase Order Requirements

- a. Any purchase orders issued by City shall reference and be subject to the terms and conditions of this ELA. No additional or different term contained in a purchase order or ordering document shall be binding. All orders and deliveries pertaining to this ELA shall be processed through City's centralized point of contact.
- b. The following information shall be included in each purchase order:
 - (1) City name, Esri customer number, and the ship-to address as identified in Appendix D.
 - (2) Purchase order number.
 - (3) Applicable annual payment due, or for Unit-Priced Separately Orderable Item(s), the quantity, description, price, and name of City.

(4) On the face of the purchase order, print the following statement: "Subject to Enterprise License Agreement."

5.3 Annual Report of Deployments. At each anniversary date and ninety (90) days prior to the expiration date of this ELA, City shall upon written request from Distributor, provide a written report, as set forth in Appendix C, to Distributor detailing all Deployments made. The report shall be subject to audit by an authorized representative of Distributor or Esri. Any audit shall be done during regular hours and with minimal interference to City.

5.4 Esri International User Conference Registrations. City shall receive Esri International User Conference registrations annually for the term of this ELA in the quantities set forth in Appendix B. City is responsible for distributing the registrations. Third parties may not represent City at any Esri International User Conferences.

ARTICLE 6—POINTS OF CONTACT; NOTICES

6.1 Points of Contact. Each party shall identify points of contact for administrative and technical issues in Appendix D.

6.2 Notices. Except as set forth in Section 6.1, any notice, report, demand, or other communication shall be properly given when made in writing in English and sent by courier, registered or certified airmail, facsimile, or other electronic transmission and confirmed by courier or by registered or certified airmail, properly addressed to the appropriate party at the address set forth above, until changed by notice in writing by either party hereto. If sent by courier or airmail, notice shall be effective seven (7) days from the date of deposit with the courier service or post office. If sent by electronic transmission, notice shall be effective upon receipt, provided confirmation is given as specified herein. Notices shall be given at the following addresses:

To: Distributor

To: City

Esri Canada Limited
12 Concorde Place Suite 900
Toronto, ON, M3C 3R8

The Corporation of the City of London
300-201 Queens Avenue,
London, ON N6A 1J1

Attention: Dave Farnsworth, Account Manager

Attention: Joseph Edward (Chief Technical Officer)

ARTICLE 7—TERM, TERMINATION, AND EXPIRATION

7.1 Term. The term of this ELA shall be for the number of years listed in Appendix B from the Effective Date unless this ELA is terminated earlier as provided herein. The term of all licenses and the authorized period of use for all Enterprise License Software Deployed shall be concurrent with the term of this ELA. No indefinite term or perpetual license grants are provided with this ELA.

7.2 Termination for a Material Breach. Either party may terminate this ELA for a material breach by the other party. The breaching party shall be given a period of ten (10) days from date of written notice to cure any material breach. Upon termination of this ELA by Distributor or Esri for a material breach, all licenses Deployed shall also terminate, and the full amount of unpaid ELA Fees will be due and payable by City within thirty (30) days from the date of termination. City shall uninstall, remove, and destroy all Enterprise License Software, training materials, and any whole or partial copies, modifications, or merged portions in any form. City shall execute and deliver evidence of such destruction to Distributor, which evidence shall be in a form acceptable to Distributor.

7.3 No Enterprise License Software Use Upon Expiration or Termination. Upon expiration or termination of this ELA, all Enterprise License Software Deployed, shall terminate as described herein. City shall (i) cease Deployment of Enterprise License Software; (ii) cease access and use of Enterprise License Software (with the exception of any Rolled-In Software licenses); (iii) cease access and use of Online Services and clear any client-side data cache derived from Online Services; and (iv) uninstall, remove, and destroy all copies of Enterprise License Software (with the exception of any Rolled-In Software licenses), including any whole or partial copies, modifications, media, or merged portions in any form and execute and deliver evidence of such actions to Esri or Distributor. ELA Maintenance, Esri International User Conference Registrations and Esri Canada User Conference Registrations shall also terminate.

7.4 Effect of ELA Expiration or Termination on Rolled –In-Software. Notwithstanding the provisions of Sections 7.2 and 7.3, except for termination for City's material breach of the License Agreement, City may continue to use Rolled-In

Software after the expiration or termination of this ELA provided City complies with the terms and conditions of the License Agreement. Further, Distributor agrees that City is not required to pay a maintenance reinstatement fee for lapsed maintenance for Rolled-In Software if City orders maintenance at time of ELA termination.

ARTICLE 8—CONFIDENTIALITY

The terms and conditions of this ELA are confidential and proprietary information of Distributor and Esri.

Subject to the City's rights with respect to access, inspection and disclosure of records under applicable law including but not limited to the Municipal Act, S.O. 2001 and the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990:

(i) City shall not publish or disclose to third parties, in hard copy or electronically or by any other method of communication, Appendix A and Appendix B, including the ELA Fee, without Distributor's and Esri's prior written consent; and

(ii) to the extent any such disclosures may be required by law, City shall inform Distributor of the requested disclosure, with a reasonable description of the requested disclosure and identification of the requester, in sufficient time for Distributor to assert any objection Distributor may have to such disclosure with the appropriate administrative or judicial body.

ARTICLE 9—RELATIONSHIP OF THE PARTIES

The ELA does not constitute a partnership, joint venture, or agency between Distributor and City. Neither Distributor nor City shall hold itself out as such, nor shall Distributor or City be bound or become liable because of any representation, action, or omission of the other.

ARTICLE 10—FORCE MAJEURE

If the performance of any obligation under this ELA is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion, or other casualty or accident; strikes or labor disputes; inability to procure or obtain delivery of parts, supplies, or power; war, threat of or actual terrorist act, cyber attack, or other violence; any law, order, proclamation, regulation, ordinance, demand, or requirement of any government agency; or any act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, shall be provided a temporary extension for a period of time as may be reasonably necessary to allow for such delay, prevention, interference, or restriction.

ARTICLE 11—ADMINISTRATIVE REQUIREMENTS

11.1 OEM Licenses. If City obtains Software, Data, Online Services, or any component thereof as part of an original equipment manufacturer (OEM) software program or product developed and licensed by an OEM business partner of Esri, City shall not be entitled to or seek any discount from the OEM business partner or Esri, directly or indirectly, as a result of or based upon the availability of such Software, Data, or Online Services, as Enterprise License Software under this ELA. In addition, such Software, Data, Online Services, or any component thereof included in the OEM software program or product will be licensed through the license agreement provided by the OEM business partner and not through this ELA.

11.2 Conversion to Enterprise License Software—Limited Quantity or Unit-Priced Separately Orderable Item. Newer or updated Enterprise License Software may contain or be developed with (i) newly acquired technology obtained through a significant investment or (ii) third-party intellectual property that requires a unit-based royalty fee or prohibits Deployment under a site license. In the event Esri directs Distributor to exclude newer or updated versions of Esri Software from site licenses, Distributor reserves the right to exclude such newer or updated versions of the Enterprise License Software from the tables in Appendix A as required by Esri. Such items can be made available to City on a limited quantity basis or as Unit-Priced Separately Orderable Item(s). In such event, City may continue to use the older (previous) version Deployed and Distributor will provide Technical Support in accordance with the Esri Product Life Cycle Support Policy.

11.3 Product Obsolescence. During the term of this Agreement, some of the products listed in Appendix A may become obsolete or will no longer be commercially offered or may no longer be available for Deployment. City may continue to use a product that has been Deployed, but support and upgrades for older products may not be available. ELA Maintenance and maintenance and availability of products identified in Appendix A shall be subject to each item's Product Life Cycle Support Status, which can be found at <http://resources.arcgis.com/content/product-life-cycles> by selecting the product type and then clicking the Product Life Cycle link for specific product plans. Esri Product Life Cycle Support Policy, available at <http://help.arcgis.com/en/shared/product-life-cycle/ProductLifeCycle.pdf>, defines the support phases and overall support plans.

ARTICLE 12—GENERAL PROVISIONS

12.1 The General Provisions and Limitations of Liability of the License Agreement shall apply to the entire ELA. If there is a conflict among any of the other terms and conditions in the various documents, the order of descending precedence shall be as follows: (1) E512 ELA Terms and Conditions, (2) E300 Scope of Use, (3) Amendment No. 1 to License Agreement, and (4) E201 General License Terms and Conditions. Except as otherwise expressly provided herein, any amendment or Addendum to this ELA must be in writing and signed by an authorized representative of each party. Except as otherwise provided herein defined terms or definitions provided in the ELA License Agreement are incorporated by referenced into this ELA.

12.2 Survival of Certain ELA Clauses. The provisions of Articles 7.3, 8, 9, and 10 of this Enterprise License Terms and Conditions document (E512) shall survive the expiration or termination of this ELA.