

**ATTACHMENT [4] TO MASTER AGREEMENT - MASTER AGREEMENT ACKNOWLEDGEMENT  
OIE, MASH ENTITY OR OFFICE OF AN OFFICER OF THE ONTARIO LEGISLATURE**

**Master Agreement Acknowledgement**

This Master Agreement Acknowledgement is made as of 7-May-2012 between **ORACLE CANADA ULC** (the "Licensor") and **City of London** (the "Acknowledging Party").

**Background:**

The Licensor and Her Majesty the Queen in right of Ontario, as represented by the Minister of Government Services, have entered into a Master Software Agreement #MGS-ORACLE-VLA 001 made as of 17-Sep-2010 (the "Master Agreement") providing for the acquisition of Deliverables by the Acknowledging Party upon and subject to the terms and conditions of the Master Agreement. The Acknowledging Party wishes to adopt the terms of the Master Agreement so that it may place orders and acquire Deliverables from time to time from the Licensor as contemplated by the Master Agreement.

Terms used in this Master Agreement Acknowledgement, which are defined in the Master Agreement, have the meanings ascribed to them in the Master Agreement.

**Acknowledgement:**

In accordance with the Master Agreement and for consideration, the receipt and sufficiency of which is acknowledged by the parties, the Acknowledging Party acknowledges and agrees to be bound by, and the Licensor acknowledges and agrees that the Acknowledging Party shall be entitled to the benefit of, all provisions of the Master Agreement as a "Client" following execution by the Acknowledging Party of a Purchase Order.

The following shall apply unless and until the Client in accordance with Section 1.8 of the Master Agreement otherwise notifies the Licensor:

Client's address for receipt of notices: City of London, 380 Wellington Street, Suite 600, London, ON, N6A 5B5

Client Representative: Joseph Edward  
Telephone number: 519 661 2500 x4666  
Fax number for receipt of notices:

Backup Client Representative: Ian Mackay  
Telephone number: 519 661 2500 x4687  
Fax number for receipt of notices:

The following shall apply unless and until the Licensor in accordance with Section 1.8 of the Master Agreement otherwise notifies the Client:

Licensor's address for receipt of notices: Oracle Canada ULC – 100 Milverton Dr, Mississauga, ON, L5R 4H1

Licensor Representative: Marshall Sangster  
Telephone number: 613 783 4518  
Fax number for receipt of notices: 613 238 2818

Backup Licensor Representative: Henk Dykhuizen  
Telephone number: 613 783 4517  
Fax number for receipt of notices: 613 238 2818

This Master Agreement Acknowledgement is to be read together with the Master Agreement and shall form a part of each Purchase Order to which all or part of the Acknowledging Party is a party.

**Schedule 1:**

The Acknowledging Party shall sign Schedule 1 attached hereto and the Licensor shall submit this Master Agreement Acknowledgement, along with Schedule 1 (Acknowledgement to Ontario), to the MGS Representative in accordance with the terms of the Master Agreement.

SCHEDULE 4 Master Agreement Acknowledgement.doc

CA-OLSA V080108-10029772-\_\_ -AUG- 2010 MGS-ORACLE VLA 001

**City of London**

Per:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Pursuant to delegated authority.

**ORACLE CANADA ULC**

Per:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

I have authority to bind ORACLE CANADA ULC.

**SCHEDULE 1 TO MASTER AGREEMENT ACKNOWLEDGMENT**

**NOTE: THIS NOTE AND ALL INSTRUCTIONS CONTAINED IN THIS FORM ARE INTENDED ONLY AS AIDS AND SHOULD BE DELETED.**

**ACKNOWLEDGEMENT TO ONTARIO**

TO: HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO

FROM: City of London ("Acknowledging Party")

Re: Master Agreement Acknowledgement with ORACLE CANADA ULC ("Licensor") in respect of the Master Agreement entered into between Her Majesty the Queen in Right of Ontario ("Ontario") (as represented by the Minister of Government Services) and the Licensor ("Master Agreement").

WHEREAS the Acknowledging Party has entered into a Master Agreement Acknowledgement with the Licensor ("Master Agreement Acknowledgement") for access to the Deliverables on the terms and conditions of the Master Agreement;

Intending to be legally bound, the Acknowledging Party acknowledges and agrees as follows:

1. Ontario shall not be liable or responsible to the Acknowledging Party for any matter arising under the Master Agreement or Master Agreement Acknowledgement, or through the provision of Deliverables by the Licensor.
2. Without limiting the generality of Section 1 above:
  - (a) Ontario will not be liable or responsible for any act or omission of the Licensor in relation to its access to the Deliverables under the Master Agreement;
  - (b) Ontario has not endorsed, recommended or approved the suitability of the Licensor's Deliverables for the Acknowledging Party, and the Acknowledging Party has conducted its own independent assessment to determine the suitability of the Licensor to provide the Deliverables under each Purchase Order prior to choosing to do business with the Licensor;
  - (c) Ontario, as represented by the Minister of Government Services (or by its representative), in its sole discretion, may restrict access by the Acknowledging Party to Deliverables under the Master Agreement;
  - (d) the Acknowledging Party shall be responsible for obtaining all necessary advice, including its own independent legal advice in respect of the Master Agreement, Master Agreement Acknowledgement, any Purchase Orders, any amendments and in relation to its access to or acquisition of Deliverables; and
    - (a) the Acknowledging Party shall be responsible for its own contract administration with the Licensor.
3. Despite anything to the contrary in the Master Agreement, the Master Agreement Acknowledgement or any Purchase Order between the Acknowledging Party and the Licensor, the Acknowledging Party consents to the disclosure, and the provision of a copy, of the Master Agreement Acknowledgement, each Purchase Order (including any amendments to any of them and any related or resulting documents), and of data about the acquisition of Deliverables by the Acknowledging Party pursuant to each Purchase Order, at any time and from time to time to the Ontario and to the members of the Executive Council of Ontario and their advisors and staff.

The Acknowledging Party enters into this Acknowledgement to Ontario as of the date of the Master Agreement Acknowledgement.

Acknowledging Party: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

I have authority to bind the Acknowledging Party