

**1st EXTENSION AMENDMENT
TO
ENTERPRISE LICENSE AGREEMENT
Contract No. 2014ELACDN1001**

This amendment agreement (“**1st ELA Extension Amendment**”) is made between **Esri Canada Limited** (“**Distributor**” or “**Esri Canada**”) and **City of Saskatoon** (“**City**” or “**Licensee**”) (collectively referred to as the “**Parties**”) and modifies the **Enterprise License Agreement** with **Contract No. 2014ELACDN1001** (the “**ELA**”).

OVERVIEW:

- a) The ELA is for an initial 3 -year term commencing on April 1, 2014 and expiring on March 31, 2017 (“**Initial ELA Term**”).
- b) The Parties are now willing to further extend the Initial ELA Term for an additional three (3) year term commencing April 1, 2017 subject to the additional terms and conditions provided under this 1st ELA Extension Amendment.

In consideration of the covenants and promises contained in this agreement and for other valuable consideration (the receipt and sufficiency of which is acknowledged by each party to this 1st ELA Extension Amendment), the Parties hereby agree to the following modifications and amendments to the ELA:

1. ELA Extension Amendments:

The Parties agree that the Initial ELA Term shall be extended for an additional period of three (3) years commencing on **April 1, 2017** (the “**Extension Effective Date**” for this 1st ELA Extension Amendment) and expiring on **March 31, 2020** (the “**1st ELA Extension Term**”) subject to the following terms and conditions:

- (a) On the Extension Effective Date, the applicable Appendix A, (Software and Deployment Schedule) for the 1st ELA Extension Term of the ELA shall be the Appendix A attached to this 1st ELA Extension Amendment and pursuant thereto the Appendix A that applied during

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the Initial ELA Term shall be deemed deleted in its entirety and replaced with the Appendix A, attached to this 1st ELA Extension Amendment.

- (b) City shall pay Distributor the additional ELA Fee as described in the Appendix B attached to this 1st ELA Extension Amendment within thirty (30) days of the invoice date and in accordance with applicable payment terms of the ELA in consideration of this three (3) year extension to the Initial ELA Term. The applicable ELA Fee and Schedule for the 1st ELA Extension Term shall be as provided under Appendix B (ELA Fee and Schedule) to this 1st ELA Extension Amendment. Therefore, on the Extension Effective Date, the Appendix B that applied during the Initial ELA Term shall be deemed deleted in its entirety and replaced with the Appendix B, attached to this 1st ELA Extension Amendment.
- (c) For each year of the 1st ELA Extension Term for which the applicable ELA Fee annual installment has been paid, City shall be entitled to receive Distributor's standard Enterprise Advantage Program benefits (EAP) on paid up annual subscription basis for an annual subscription value of CDN\$25,000 subject to the terms and conditions the Distributor Enterprise Advantage Program Schedule, attached as Appendix F to this 1st ELA Extension Amendment.
- (d) City shall receive the number of Esri International User Conference registrations for the 1st ELA Extension Term in the quantities set forth in Table B-2 of Appendix B (ELA Fee and Schedule) to this 1st ELA Extension Amendment. Third parties may not represent City at the Esri International User Conference.
- (e) Save for the above noted and attached specific ELA amendments, all other ongoing terms of the ELA that applied during the Initial ELA Term shall continue to apply to the ELA during the 1st ELA Extension Term.
- (f) The amendments to the ELA provided under this 1st ELA Extension Amendment constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating to such subject matter and any terms on a purchase order. Any modifications or amendments to the ELA or this 1st ELA Extension Amendment must be in writing and signed by an authorized representative of each party. For clarity, any additional or superseding terms contained in any purchase order issued by the City in connection with this 1st ELA Extension Amendment that are inconsistent with the purchase order requirements under Section 4.2 of

the ELA are void and of no effect and shall not override the terms of ELA or this 1st ELA Extension Amendment irrespective of any signature, performance or action by Distributor

IN WITNESS WHEREOF, the Parties have caused this 1st ELA Extension Amendment to be accepted and executed by their respective authorized signatories as provided below:

ACCEPTED AND AGREED:

CITY OF SASKATOON

ESRI CANADA LIMITED

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX A

Licensee may Deploy the Enterprise Products up to the total quantity of licenses indicated below during the term of this ELA.

Table A-1
Enterprise License Software—Uncapped Quantities

Product Name	Included	Total Qty./Seats to Be Deployed
ArcGIS for Desktop Software (Single & Concurrent Use)		
Advanced (ArcInfo)	<input checked="" type="checkbox"/>	<i>uncapped</i>
Standard (Arc Editor)	<input checked="" type="checkbox"/>	<i>uncapped</i>
Basic (ArcView)	<input checked="" type="checkbox"/>	<i>uncapped</i>
ArcGIS for Desktop Extensions (Single & Concurrent Use)		
ArcGIS 3D Analyst	<input checked="" type="checkbox"/>	<i>uncapped</i>
ArcGIS Spatial Analyst	<input checked="" type="checkbox"/>	<i>uncapped</i>
ArcGIS Geostatistical Analyst	<input checked="" type="checkbox"/>	<i>uncapped</i>
ArcGIS Publisher	<input checked="" type="checkbox"/>	<i>uncapped</i>
ArcGIS Network Analyst	<input checked="" type="checkbox"/>	<i>uncapped</i>
ArcGIS Schematics	<input checked="" type="checkbox"/>	<i>uncapped</i>
ArcGIS Workflow Manager	<input checked="" type="checkbox"/>	<i>uncapped</i>
ArcGIS Data Reviewer	<input checked="" type="checkbox"/>	<i>uncapped</i>
ArcGIS for Server		
Enterprise - Advanced	<input checked="" type="checkbox"/>	<i>uncapped</i>
Enterprise - Standard	<input checked="" type="checkbox"/>	<i>uncapped</i>
Enterprise - Basic	<input checked="" type="checkbox"/>	<i>uncapped</i>
Workgroup - Advanced	<input checked="" type="checkbox"/>	<i>uncapped</i>
Workgroup - Standard	<input checked="" type="checkbox"/>	<i>uncapped</i>
Workgroup - Basic	<input checked="" type="checkbox"/>	<i>uncapped</i>
ArcGIS for Server Extensions		

Product Name	Included	Total Qty./Seats to Be Deployed
ArcGIS 3D Analyst	☒	<i>uncapped</i>
ArcGIS Network Analyst	☒	<i>uncapped</i>
ArcGIS Spatial Analyst	☒	<i>uncapped</i>
ArcGIS Workflow Manager	☒	<i>uncapped</i>
ArcGIS Geostatistical Analyst	☒	<i>uncapped</i>
ArcGIS Schematics	☒	<i>uncapped</i>
ArcGIS Image	☒	<i>uncapped</i>
ArcGIS Engine (Single & Concurrent Use)	☒	<i>uncapped</i>
ArcGIS Engine Extensions (Single & Concurrent Use)		
ArcGIS 3D Analyst	☒	<i>uncapped</i>
ArcGIS Spatial Analyst	☒	<i>uncapped</i>
ArcGIS Geodatabase Update	☒	<i>uncapped</i>
ArcGIS Network Analyst	☒	<i>uncapped</i>
ArcGIS Schematics Analyst	☒	<i>uncapped</i>
ArcGIS Runtime	☒	<i>uncapped</i>
ArcGIS Runtime Extensions (Single Use)		
ArcGIS 3D Analyst	☒	<i>uncapped</i>
ArcGIS Spatial Analyst	☒	<i>uncapped</i>
ArcGIS Network Analyst	☒	<i>uncapped</i>
Esri Mapping & Charting		
Esri Production Mapping Desktop Extension – (Single & Concurrent Use)	☒	<i>uncapped</i>

**Table A-2
Enterprise License Software - Capped Quantities**

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Item	Concurrent or Single Use (if applicable)	Rolled-In Quantity (if applicable)	Additional Quantity to Be Deployed	Total Quantity to Be Deployed
Esri Developer Network (EDN) standard license	CU	1	0	1
ArcPad	n/a	1	0	1

Product	Level	Named Users per Subscription	Annual Credits* per Subscription
ArcGIS Online Subscription – Year 1	2	50	10,000
ArcGIS Online Subscription – Year 2	2	50	10,000
ArcGIS Online Subscription – Year 3	2	60	11,000

* Unused credits in an ELA year will expire and will not roll-over to the following year.

**APPENDIX B
ELA FEE AND SCHEDULE**

The **ELA Fee** for the 1st ELA Extension Term as at the Extension Effective Date is **CDN\$478,000.00*** and is payable in an installment plan provided in Table B-1 below. The ELA Fee is in consideration of the following:

- a. Enterprise Products;
- b. ELA Maintenance;
- c. An annual subscription to Esri Canada standard Enterprise Advantage Program for an annual subscription value of CDN\$25,000; and
- d. Esri International User Conference Registrations.

**TABLE B-1
ELA FEES PAYMENT STRUCTURE**

	April 1, 2017 to March 31, 2017	April 1, 2018 to March 31, 2018	April 1, 2019 to March 31, 2019	Total ELA Fee
Annual ELA Fee Installment Payments	CDN\$151,000.00	CDN\$159,000.00	CDN\$168,000.00	CDN\$478,000.00

Note: *Applicable taxes are not included.

The additional terms and associated conditions referenced as ELA schedule inclusions are as follows:

**TABLE B-2
ELA SCHEDULE FOR ESRI ENTERPRISE LICENSE SOFTWARE**

Country	Canada
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Number of Tier 1 Help Desk Individuals	Five (5)
Number of Sets of Backup Media	Two (2) upon request
Number of Esri International User Conference Registrations	Five (5)
Annual Subscription Value of Esri Canada Enterprise Advantage Program	CDN \$25,000
Number of Years for 1st ELA Extension Term	3 years. Each year of the 1 st ELA Extension Term shall be from April 1 of the applicable year to March 31 of the subsequent applicable year

Note: Applicable taxes are not included.

APPENDIX F
DISTRIBUTOR ENTERPRISE ADVANTAGE PROGRAM SCHEDULE
(“EAP Schedule”)

Included with each annual installment payment of the ELA Fee during the applicable ELA term is an annual subscription to Esri Canada’s standard Enterprise Advantage Program (“**EAP**”) benefits as described in this EAP Schedule for the annual subscription value stated under the applicable Appendix B (ELA Fee and Schedule).

1. Overview

The EAP includes a menu of professional consulting, training and support services that advance the business relationship from a standard maintenance model to a proactive, strategic partnership. The EAP is not a substitute for services provided by Esri Canada Technical Support. City will continue to contact Esri Canada Technical Support as the first point of contact for all technical support inquiries from the Tier 1 Help Desk individuals of City. The EAP extends existing account support and services by providing City with assigned strategic advisors; structured GIS strategy review and planning; a flexible and customizable "Credits" based spending program for strategic consulting services and training; and other advantages exclusive to EAP subscribers. These services encompass the components described below.

2. Assigned Strategic Advisor

The City will be assigned a Strategic Advisor (**SA**) who is a senior technology practitioner with Esri Canada. The SA shall have experience and expertise in enterprise GIS implementations and shall also be assigned with City’s approval which shall not be unreasonably withheld. The SA will coordinate the operational aspects of the EAP including all of the components mentioned below.

The SA will:

- Advise City on Esri technology strategy, product selection and available business partner solutions;
- Advise City on GIS techniques, architectures, and implementation planning;
- Advise City on training needs and support requirements;
- Engage other relevant resources such as training advisors, technical specialists as required;
- Act as City's technical advocate within Esri Canada;
- Participate in the annual City account review and EAP planning session;

- Provide overall coordination of Esri Canada’s services provided under this EAP;
- Provide a monthly status report of all SA hours and other services provided under the EAP.

The SA will be allocated a preset number of hours per subscription year (SA hours) for use on City’s EAP as defined in Schedule 1. To ensure City receives maximum benefit from the EAP, the SA will attempt to use all of the SA hours over the year. The annual SA hours are reserved for the SA to coordinate with and provide general technical advice to the customer, as well as for managing Esri Canada's responsibilities to the program, and are not to be used for the SA to provide any of the services that consume Learning and Services Credits.

City may optionally purchase one or more additional block(s) of Learning and Service Credits, as defined in Schedule 1, for each EAP subscription year, for which the applicable annual installment of the ELA Fee has been paid, at Esri Canada’s published EAP rates at the time of purchase.

SA time used on the City's EAP in excess of the allocated annual SA hours will consume Learning and Services Credits at the standard Learning and Services Credits exchange rate.

Travel and expenses incurred by the SAs in the delivery of EAP services are billable to City at cost and will consume Credits at the rate provided in Schedule 1.

3. Learning and Services Credits

To efficiently access professional consulting services available under the EAP Program, City will be entitled to a preset allocation of Learning and Services Credits (“Credits”) as defined in Schedule 1, for each EAP subscription year for which applicable annual installment of the ELA Fee has been paid.

City may optionally purchase additional block(s) of Credits as defined in Schedule 1, for each EAP subscription year, for which applicable annual installment of the ELA Fee has been paid, at Esri Canada’s published EAP rates at the time of purchase.

3.1. Learning and Services Credit Use:

One (1) Learning and Services Credit may be exchanged for one (1) of the following:

- Esri Canada consulting services for the number of hours per credit as specified in Schedule 1 of this EAP Schedule.

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- Requirements for strategic consulting services will be established during the Annual Account and GIS Strategy Review and reviewed quarterly at the EAP planning meetings and documented in a Technical Work Plan.
- Learning and Services Credits may not be exchanged for professional services for GIS application development (production coding) projects.
- 1-day Esri Canada certified training for one City staff in a pre-scheduled course at an Esri Canada Training Centre or pre-scheduled instructor lead virtual course.
- Recovery of Esri Canada expenses incurred in the delivery of EAP services at the rate defined in Schedule 1.

Multiple Learning and Services Credits may be exchanged for on-site Esri Canada authorized training, and for on-or-off-site custom GIS training, at the following exchange rates:

- On-site Esri Canada authorized training (City provided site)
 - 6 Credits per day, plus expenses
 - Maximum one trainee per computer and 8 trainees per course.
 - 9 Credits per day, plus expenses
 - Maximum one trainee per computer and 12 trainees per course.
- Custom GIS training
 - Course Preparation Time
 - 1 credit may be exchanged for the same number of hours of preparation time as specified in Schedule 1 of this EAP Schedule.
 - A preparation estimate will be provided to the City.
 - Training delivery
 - 6 Credits per day, plus expenses.
 - Maximum one trainee per computer and 8 trainees per course.
 - 9 Credits per day, plus expenses.
 - Maximum of one trainee per computer and 12 trainees per course.
 - Custom training may be presented at an Esri Canada Training Centre (space permitting), at suitable City provided site or as an instructor lead virtual training course. Suitability of on-site training facility is subject to approval by the SA.

Additional Clarifications to Learning and Services Credits:

- Learning and Services Credits may only be exchanged with the prior knowledge and approval of City using the EAP Task Order form attached as Schedule 2 to this EAP Schedule.
- All travel and expenses incurred in the delivery of EAP services are billable to City at cost and will consume Credits at the rate provided in Schedule 1.
- All unused Learning and Services Credits and SA assistance hours allocated for the applicable annual subscription period shall expire at the end of such annual subscription period and shall not be available for use during any subsequent annual subscription period.

4. EAP Annual Account Review and Planning Session

Esri Canada staff will participate in an annual EAP account review and strategic planning session for guiding City's GIS implementation and the use of the available EAP services.

5. System Environment Profile

Esri Canada staff will assist the City to complete or update a GIS System Environment Profile, an inventory of City's GIS technical environment including computing platforms, databases, development tools, and general network configuration. The completed GIS System Environment Profile is designed to assist the City in planning for GIS needs and assist Esri Canada professional services and technical support staff in supporting City's environment.

6. Exclusive Enterprise Webcasts

City is entitled to participate in Esri Canada's quarterly webcasts exclusive to EAP subscribers. These webcasts will focus on business and technical information related to enterprise GIS customers of Esri. The SA will notify City's EAP management contact in advance of each webcast and provide the connection information.

7. Approved EAP Services

EAP services are not a substitute to professional GIS consulting services for GIS projects for production level implementations. Production level application coding, basic GIS system configuration services and other GIS project specific work are not approved EAP services.

Approved EAP services include enterprise advice and non-production consulting for strategic pre and post-implementation services (such as strategic analysis and reviews, scoping, project and program planning, feasibility studies and prototype development, eligible package services), educational seminars, and scheduled and custom training services.

Production application development and production system configuration work are not approved EAP services and should be budgeted and delivered outside of the EAP. Because there are many activities which could straddle the lines between planning and production, the City may consult with the assigned SA to determine the suitability of proposed activities. Production level, project related work that requires Esri Canada Professional Services may be contracted and scheduled through your Esri Account Manager.

The cost of any non-Esri Canada resources, requested by the City for provision of EAP services, are subject to approval by Esri Canada and will be quoted separately and billable to City.

Approved EAP services shall be ordered through completion of the **Esri Canada EAP Task Order** attached as **Schedule 2** to this EAP Schedule for mutual sign off by City and Esri Canada.

8. City EAP Commitment

City agrees that any activities proposed to be completed under the Enterprise Advantage Program will be subject to review and approval by Esri Canada to ensure alignment with the intent of the program.

City must provide the following:

- An executive sponsor for the EAP who will approve the annual EAP investment and the Learning and Services Credits, Credit Use Plan.
- A management contact for the EAP to work together with the SA in coordinating operational aspects of the EAP annual work program and coordination of City's resources. City's management contact is also responsible for internal logistical and communications of the EAP as well as participation in all status meetings.
- Appropriate resources to assist in the completion of City's System Environment Profile.
- Appropriate resources to assist in the completion of EAP services.
- Appropriate work environment and internet connections for Esri Canada staff providing on-site EAP services.

- A remote access capability to connect City's GIS systems if required, to assist in the provision of EAP services.

City executive sponsor, management contact and other staff as appropriate, must participate or send an authorized designate to participate in the annual EAP City account review and planning session.

8.1. City EAP Management Contact

The City management contact will:

- Coordinate all EAP activities and services with the SA
- Initiate all requests for use of EAP Learning and Services Credits and submit these requests to the SA for approval by Esri Canada.
- Be responsible for internal City EAP logistics and communications,
- Participate in all EAP status meetings
- Ensure availability of and schedule City resources for all EAP activities and services, as needed.

9. Warranties and Disclaimers

- 9.1. All EAP services to be provided by Esri Canada will be provided in a professional and workmanlike manner.
- 9.2. Esri Canada warrants that for a period of thirty (30) days after delivery of EAP services that such services will conform in a manner consistent with reasonable professional and technical standards of the software industry.
- 9.3. The above mentioned warranties are the exclusive or only warranties given by Esri Canada for the EAP services. These exclusive warranties replace all other warranties, including the implied warranties or conditions of satisfactory quality, merchantability, non-infringement, and fitness for a particular purpose. Except for these exclusive warranties all EAP services are provided "as is" by Esri Canada.
- 9.4. City is solely responsible for the manner of its use of the EAP services and agrees that Esri Canada will have no obligation or liability to City for City's use of the EAP services.

- 9.5. Esri Canada's entire liability for all claims in the aggregate arising from Esri Canada's performance of the EAP services will not exceed the applicable annual EAP subscription amount, regardless of the basis of the claim. This limit applies collectively to Esri Canada, its subsidiaries, representatives and contractors. Esri Canada will not be liable for claims for special, incidental, exemplary, indirect or economic consequential damages, lost profits, business, revenue, goodwill, or anticipated savings.

10. Invoicing for Additional SA Hours or Credits

Fees for additional blocks of approved SA hours or Credits will be invoiced upon receipt of City's order.

City shall pay Esri Canada within thirty (30) calendar days of receipt of invoice.

11. Privacy

This EAP Schedule is subject to all applicable Canadian privacy laws. To the extent feasible City shall avoid the disclosure of personal information to Esri Canada unless such disclosure is necessary and material to Esri Canada's performance of EAP services contemplated by this EAP Schedule. In the event that personal information disclosure is required, City shall provide Esri Canada with written notice of such personal information prior to or at the time of its disclosure.

**ESRI CANADA ENTERPRISE ADVANTAGE PROGRAM AGREEMENT
SCHEDULE 1**

For each standard EAP Subscription Year, City will receive the following EAP services and Credits:

- 75 hours of Strategic Advisor (SA) assistance inclusive of:
 - 1/2 day (4 hours) Annual Account and GIS Strategy Review
 - 1/2 day (4 hours) System Environment Profile compilation assistance
- 35 Learning and Services Credits
- Access to EAP exclusive Enterprise GIS webcasts
- A monthly summary of consumed EAP services

For each EAP Subscription Year for which the applicable ELA Fee annual installment has been paid, City may optionally purchase, at Esri Canada's published EAP rates at the time of purchase:

- Additional Learning and Services credits are available at a minimum block of 20 Credits – price is \$10,000. Individual Credits over and above the block of 20 can be purchased at a price of \$500 per Credit.

Travel expenses shall consume Credits at the following rate: 1 Credit has a value of \$500 in Esri Canada travel expenses.

One day of consulting consumed is equivalent to 2.75 credits.

Additional EAP Credit Use Rates:

- Learning and Services Credit Use: 2.75 Learning and Services Credits may be exchanged for 1 day of Esri Canada consulting services.
- Custom GIS Training - Course Preparation Time: 2.75 Credits may be exchanged for 1 day of course preparation time.

SCHEDULE 2
ESRI CANADA EAP TASK ORDER
(Attached)