

AMENDMENT NO.3
(FIRST EXTENSION)
TO
ENTERPRISE LICENSE AGREEMENT
Contract No. 2012ELACDN1002

This enterprise license agreement extension amendment agreement (“**ELA Extension Amendment**”) is made between **Esri Canada Limited** (“**Distributor**” or “**Esri Canada**”) and **The Corporation of the County of Grey** (“**Grey County**”) (collectively referred to as the “**Parties**”) and modifies the **Enterprise License Agreement** with **Contract No. 2012ELACDN1002** (the “**Original ELA**”) as amended by an amendment agreement to the Original ELA entitled “**Amendment No.2 to Enterprise License Agreement**” entered for the purpose of additional ELA product inclusion (the Original ELA as amended by Amendment No.2 is hereinafter to as the “**ELA**”).

OVERVIEW:

- a) The ELA was for an initial term of three (3) years commencing on March 1, 2012 and expiring on February 28, 2015 (the “**Initial ELA Term**”);
- b) The Parties are now willing to further extend the term of the ELA upon expiration of the Initial ELA Term for an additional three (3) year extension term subject to the additional terms and conditions provided under this 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 ELA Extension Amendment), the Parties hereby agree to the following modifications and amendments to the ELA:

1. ELA Extension Amendments:

The Parties agree that upon expiration of the Initial ELA Term, the term of this ELA shall be deemed extended for an additional period of three (3) years commencing on **March 1, 2015** (the “**Extension Effective Date**” for this ELA Extension Amendment) and expiring on **February 28, 2018** (the “**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 ELA Extension Term of the ELA shall be the Appendix A attached to this ELA Extension Amendment and pursuant thereto the Appendix A that pursuant to the Original ELA applied during the Initial ELA Term shall be deemed deleted in its entirety and replaced with the Appendix A, attached to this ELA Extension Amendment.
- (b) Grey County shall pay Distributor the ELA Fee as described in the Appendix B attached to this ELA Extension Amendment within thirty (30) days of the invoice date and in accordance with the applicable payment terms of the ELA in consideration of this three (3) year extension to the ELA term. The applicable ELA Fee and Schedule for the ELA Extension Term shall be as provided under Appendix B (ELA Fee and Schedule) to this ELA Extension Amendment. Therefore, on the Extension Effective Date, Appendix B (ELA Fee and Schedule) of the Enterprise License Agreement Terms and Conditions that pursuant to the Original ELA applied during the Initial ELA Term shall be deemed deleted in its entirety and replaced with the Appendix B, attached to this ELA Extension Amendment.

- (c) Grey County shall receive the number of Esri International User Conference registrations annually for the ELA Extension Term in the quantities set forth in Table B-2 of Appendix B (ELA Fee and Schedule) to this ELA Extension Amendment. Grey County is responsible for distributing the registrations to Licensees. Third parties may not represent the Licensees at the Esri International User Conference.
- (d) Grey County shall receive the number of Esri Canada User Conference registrations annually for the ELA Extension Term in the quantities set forth in Table B-2 of Appendix B (ELA Fee and Schedule) to this ELA Extension Amendment. Grey County is responsible for distributing the registrations to Licensees. Third parties may not represent the Licensees at the Esri Canada User Conference.
- (e) The reference to the Distributor's website in Article 1 ("Technical Support" definition) and Article 4.1 (ELA Maintenance) of the ELA is changed from www.esricanada.com to www.esri.ca.
- (f) For each year of the ELA Extension Term for which the applicable ELA Fee installment has been paid, Grey County will be entitled to receive an Esri Virtual Campus annual subscription for the value set forth in the attached Table B-2, Appendix B.

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 apply to the ELA during the ELA Extension Term.

Any modifications or amendments to the ELA or this ELA Extension Amendment must be in writing and signed by an authorized representative of each party.

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

ACCEPTED AND AGREED:

The Corporation of the County of Grey

Esri Canada Limited

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

APPENDIX A

Grey County may Deploy the Software, Data, and Documentation and access Online Services (formerly Web Services) up to the total quantity of licenses indicated below. The quantities identified are the cumulative quantities available in any given year for the term of this ELA.

**Table A-1
Enterprise License Software—Unlimited Quantities**

Product Name		Total Qty./Seats to Be Deployed
ArcGIS for Desktop Software (Single & Concurrent Use)		
Advanced (ArcInfo)		Unlimited
Standard (Arc Editor)		Unlimited
Basic (ArcView)		Unlimited
ArcGIS for Desktop Extensions (Single & Concurrent Use)		
ArcGIS 3D Analyst		Unlimited
ArcGIS Spatial Analyst		Unlimited
ArcGIS Geostatistical Analyst		Unlimited
ArcGIS Publisher		Unlimited
ArcGIS Network Analyst		Unlimited
ArcGIS Schematics		Unlimited
ArcGIS Workflow Manager		Unlimited
ArcGIS Data Reviewer		Unlimited
ArcGIS for Server		
Enterprise - Advanced		Unlimited
Enterprise - Standard		Unlimited
Enterprise - Basic		Unlimited
Workgroup - Advanced		Unlimited
Workgroup - Standard		Unlimited
Workgroup - Basic		Unlimited
ArcGIS for Server Extensions		
ArcGIS 3D Analyst		Unlimited
ArcGIS Network Analyst		Unlimited
ArcGIS Spatial Analyst		Unlimited
ArcGIS Workflow Manager		Unlimited
ArcGIS Geostatistical Analyst		Unlimited
ArcGIS Schematics		Unlimited
ArcGIS Image		Unlimited
ArcGIS Engine (Single & Concurrent Use)		Unlimited
ArcGIS Engine Extensions (Single & Concurrent Use)		
ArcGIS 3D Analyst		Unlimited
ArcGIS Spatial Analyst		Unlimited

Product Name		Total Qty./Seats to Be Deployed
ArcGIS Geodatabase Update		Unlimited
ArcGIS Network Analyst		Unlimited
ArcGIS Schematics Analyst		Unlimited
ArcGIS Runtime		Unlimited
ArcGIS Runtime Extensions (Single Use)		
ArcGIS 3D Analyst		Unlimited
ArcGIS Spatial Analyst		Unlimited
ArcGIS Network Analyst		Unlimited

This ELA provides quantified access to the following software:

Table A-2
Enterprise License Software—Limited Quantities

Item	Level (if applicable)	Concurrent or Single Use (if applicable)	Rolled- In Quantity	Quantity/Seats to Be Deployed	Total
Esri Developer Network Standard subscription	n/a	n/a	1	0	1
CityEngine Advanced	n/a	SU	0	1	1
CityEngine Advanced	n/a	CU	0	1	1

Product	Level	Named Users	Annual Service Credits*
ArcGIS Online Subscription	4	250	37,500

* 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 ELA Extension Term as at the Extension Effective Date is **CDN\$225,000.00** and is payable in non-refundable installments as provided in Table B-1 below. The ELA Fee is in consideration of the following:

- a. Enterprise License Software;
- b. ELA Maintenance;
- c. Esri International User Conference Registrations;
- d. Esri Canada User Conference Registrations and
- e. Esri Virtual Campus Annual Subscription.

**TABLE B-1
ELA FEE INSTALLMENT PAYMENT STRUCTURE**

	March 1, 2015 to February 29, 2016	March 1, 2016 to February 28, 2017	March 1, 2017 to February 28, 2018	Total ELA Fee
Installment Payments	CDN\$75,000.00	CDN\$75,000.00	CDN\$75,000.00	CDN\$225,000.00

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
Designated Number of Tier 1 Help Desk Individuals	Ten(10)
Number of Sets of Backup Media (if requested)	One (1)
Number of Esri International User Conference Registrations for each Year of the ELA Extension Term	Four (4)
Number of Esri Canada User Conference Registrations for each Year of the ELA Extension Term	Five (5)
Value of Esri Virtual Campus annual subscription per Year of the ELA Extension Term	CDN\$10,500.00

**Number of Years for ELA
Extension Term**

Three (3) Years commencing from March 1, 2015
Each year of the ELA Extension Term shall be from
March 1 of the applicable calendar year to February 28*
of the subsequent applicable calendar year.

*Each calendar year shall be adjusted as required with
respect to leap years.