

AMENDMENT N
To
Proprietary Software License and Maintenance Agreement

This Amendment N (“Amendment”) is issued pursuant to the Proprietary Software License and Maintenance Agreement dated as of September 30, 1986 as amended (the “Agreement”) between Tulare County California (“County”) and CGI Technologies and Solutions Inc. (“CGI”), (formerly American Management Systems, Incorporated) as successor-in-interest to American Management Systems, Inc., is made as of April 1, 2018 (“Effective Date”).

WHEREAS, County and CGI entered into Agreement to purchase the Licensed Software and related Bundled Software Products and Maintenance specified in Exhibit A and Exhibit B to the Agreement; and

WHEREAS, County and CGI previously agreed to enter into the following Amendments to change certain terms and conditions:

December 30, 1986 (Amendment A);
September 12, 1989 (Amendment B);
December 6, 1994 (Amendment C);
December 6, 1994 (Amendment D);
June 30, 2005 (Amendment E);
May 4, 2010 (Amendment F);
January 11, 2011 (Amendment G);
November 6, 2012 (Amendment H);
April 16, 2013 (Amendment I);
April 1, 2013 (Amendment J);
April 1, 2016 (Amendment K);
April 1, 2017 (Amendment L);
April 1, 2017 (Amendment M); and

WHEREAS, County and CGI have agreed to further modify the Agreement by changing certain terms and conditions;

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO:

1. Governing Document

The Agreement is incorporated herein and forms a part of this Amendment. Except as provided below, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and reaffirmed by the parties hereto. In the event of any conflict of inconsistency between the provision set forth in the Amendment and the Agreement, this Amendment shall govern and control.

2. Exhibit A

Exhibit A of the Agreement as amended is replaced in its entirety with the Attached Exhibit A.

3. Exhibit B-1

Exhibit B-1 of the Agreement as amended is replaced in its entirety with the Attached Exhibit B-1.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the effective date, by their respective duly authorized representatives.

CGI Technologies and Solutions Inc. (CGI)

Tulare County California (County)

By: Pankaj Joshi

By: _____

Name: PANKAJ JOSHI

Name: Pete Vander Poel

Title: VP CONSULTING SVCS.

Title: Chairman, Board of Supervisors

By: Heidi Spata

Title: VP, Consulting Services

ATTEST: MICHAEL C. SPATA
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

[California Corporations Code section 313 requires that contracts with a **Corporation** be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of the corporation's Board of Directors' resolution authorizing the execution of the contract.]

Approved as to Form
County Counsel

By: Albert 2018451
Deputy

Date: 4/10/2018

EXHIBIT A
CGI Technologies and Solutions Inc.
Proprietary Software License Agreement

1. **Licensed Software.** CGI is licensing to County the following computer software components, comprising the Software:

CGI Advantage® Financial Management System including:
CGI Advantage® Financial Management Base System

CGI Advantage Procurement System including:
CGI Advantage Procurement Professional

CGI infoAdvantage
CGI infoAdvantage eEnterprise Pro Bundle (10 Thick Client licenses)

CGI will provide one (1) electronic copy of the Software to the County.

2. **Licensed Documentation.** The Specifications for the Software listed in Section 1 of this Exhibit are set forth in the documentation available for download on the CGI website (<https://sc.cgi.com/advantage/>); referred to in this Agreement as the “Documentation.”

Documentation for Third Party Software is available on the applicable third party website.

3. **License Type.** The Software (except CGI infoAdvantage) is licensed to County on the following basis:

A. **Site License.** County is permitted to use the Software at the computer facility or facilities listed below. In the event of the failure of the computers at the listed location(s), County may use the Software at a back-up computer facility in the same country until operations at the primary facility have been restored.

County of Tulare
Information & Communications Technology Department
221 S. Mooney Blvd., Room 9E
Visalia, CA 93291

Should County desire to use the Software for additional named users or at additional facilities, as the case may be, County may purchase additional licenses at CGI’s then-current prices.

CGI infoAdvantage is licensed on a per user basis. County is permitted to allow up to a total of fifty (50) named users to use the CGI infoAdvantage components of the Software with the exception of the CGI infoAdvantage Enterprise Pro Bundle which has a total of ten (10) named users.

Should County desire to use the Software on additional computers, for additional named users or at additional facilities, as the case may be, County may purchase additional licenses at CGI’s then current prices.

4. **Work That May Be Processed.** County may only use the Software to process County’s own work.

5. **License Fees.** Except as noted, the licenses specified in Section 1 and Section 6 of this Exhibit A, have been granted to Customer for License Fees previously paid.
6. **Third Party Products.** CGI is providing the following Third Party Software Products to County required to be used in connection with the Software, unless otherwise noted.

Adobe Central Pro – 2 Licenses
 Adobe Output Designer – 1 Named User License
 Adobe RoboHelp – 1 User License

BusinessObjects Enterprise Professional for QRA & WebIntelligence – 100 Named Users
 SAP Business Objects Thick Client Licenses – 10 Named Users

WebSphere Application Server Network Deployment– 150 PVU

Monsell Delta XML – 1 Site License

Action Data Integrator Professional Edition Developer & Data Integrator Edition Engine (Combo) - 1 License
 Action Data Integrator Universal Edition Engine 2-Core – 1 License

Versata Logic Server – 1 Site license
 Versata Designer Studio – 3 Named User Licenses

All rights of County in and to the Third Party Software Products will be governed by the terms and conditions of this Agreement, and any additional supplier terms and conditions attached to or referenced in this Exhibit A as indicated in the product list above in this Section 6. In the event of conflict between the terms and conditions of this Agreement and applicable attached supplier terms and conditions, the applicable supplier terms and conditions take precedence. Without limiting the generality of the immediately foregoing sentence, CGI does not itself give or make any warranty or indemnification of any kind with respect to the Third Party Software Products. In addition, the Third Party Software Products may contain or require the use of open source products. Any open source products incorporated in, or used with, the Software are subject to the applicable open source license agreement. Violation by County of the additional supplier terms and conditions attached to this Exhibit A may result in termination of County’s right to use the applicable Third Party Software Products under this Agreement. Such termination or changes in the Software which CGI may make from time to time may make it necessary for County to acquire, at its own expense, updated versions of the Third Party Software Products or alternative products designated by CGI.

Agreed to and initialed for identification by:

<hr style="width: 150px; margin: 0 auto;"/> (County)	 <hr style="width: 150px; margin: 0 auto;"/> (CGI)
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EXHIBIT B-1
CGI Technologies and Solutions Inc.
Proprietary Software License Agreement

1. **Maintenance Period.** The Maintenance period is the period beginning on April 1, 2018 and ending on March 31, 2019.
2. **Maintenance Fee.** The maintenance fee are due annually in advance in accordance with the Table below:

Maintenance Period	Maintenance Fee
April 1, 2018 thru March 31, 2019	\$303,046.61


If County terminates this Agreement for any reason other than an uncured default by CGI, County will reimburse CGI 2.5% times the amount paid for the Maintenance Period described above.

County may buy maintenance services for the Software for subsequent Maintenance Periods in which CGI is offering maintenance services, at CGI's then current prices.

3. **Software.** The maintenance services under this Agreement are provided with respect to the License Software and Third Party Software Products specified in Exhibit A of the Proprietary Software License Agreement between CGI and County made effective as of September 30, 1986, as amended.
4. **License Agreement.** The Software was provided to County pursuant to the terms and conditions of that certain Proprietary Software License Agreement between CGI and County made effective as of September 30, 1986. In the event CGI ceases to operate in the ordinary course of business, County will be granted a limited license to access and use the CGI Software source code solely for purposes of maintaining the Software, and consistent with the terms of the Proprietary Software License Agreement. Access and use of the CGI source code prior to this release event is prohibited.

Agreed to and initialed for identification by:

(County)



(CGI)

