

AMENDMENT P
To
Proprietary Software License and Maintenance Agreement

This Amendment P ("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 February 1, 2019 ("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 1, 2010 (Amendment F); (the date is corrected in this Amendment due to a Scribner's error, this was previously noted as May 4, 2010, but the Effective Date is May 1, 2010)
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);
April 1, 2018 (Amendment N);
April 1, 2018 (Amendment O); 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 Exhibit A attached hereto.

3. Exhibit B-1

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

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: _____

Title: VP. Consulting Services

Title: _____

Date: 3/4/2019

Date: _____

EXHIBIT A
CGI Technologies and Solutions Inc.
Proprietary Software License and Maintenance 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. There are no license fees for the addition of the Third Party Products added in this Amendment.

6. **Third Party Products.** CGI is providing the following Third Party Products to County required to be used in connection with the Software, unless otherwise noted.

Action Data Integrator Professional Edition Developer & Data Integrator Edition Engine (Combo) - 1 License

Action Data Integrator Universal Edition Engine 2-Core – 1 License

Adobe Central Pro – 2 Licenses - *Maintenance services cancelled in this Amendment P*

Adobe Output Designer – 1 Named User License - *Maintenance services cancelled in this Amendment P*

Adobe RoboHelp – 1 User License

BusinessObjects Enterprise Professional for QRA & WebIntelligence – 100 Named Users

SAP Business Objects Thick Client Licenses – 10 Named Users

Monsell Delta XML – 1 Site License

WebSphere Application Server Network Deployment– 150 PVU

Versata Logic Server – 1 Site license

Versata Designer Studio – 3 Named User Licenses

New Bundled Software Products Added with this Amendment

Eclipse BIRT Engine – Production – 2-Core

Eclipse BIRT Engine – Non-Production – 2-Core

Unlimited copies of BIRT Designer are included with BIRT Modules

RedHat JBoss with Management – Premium – Production – 2-core

RedHat JBoss with Management – Premium – Non- Production – 2-core

[JBoss products are governed by the end user terms provided as Attachment 1 to this Exhibit A]

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.

ATTACHMENT 1 to EXHIBIT A
END USER TERMS AND CONDITIONS JBOSS® ENTERPRISE MIDDLEWARE

These End User Terms and Conditions ("EULA") are included to Exhibit A to the CGI Technologies and Solutions Inc. ("CGI") Proprietary Software License Agreement ("License Agreement") between CGI and Client, which commences on the Effective Date noted in the License Agreement, and govern Client's use of the JBoss Enterprise Middleware and any related updates, source code, appearance, structure and organization (the "Programs"), regardless of the delivery mechanism. By entering into the License Agreement, the Client has agreed to comply with the terms and conditions of the EULA and acknowledges that CGI's obligations to Client under the License Agreement with respect to the Programs are limited to the obligations of Red Hat, Inc. specified in the EULA. For purposes of EULA, the term "parties" refers to Client and Red Hat, Inc. and, to the extent applicable, CGI.

1. **License Grant.** Subject to the following terms, Red Hat, Inc. ("Red Hat") grants to you a perpetual, worldwide license to the Programs (each of which may include multiple software components) pursuant to the GNU Lesser General Public License v. 2.1. With the exception of certain image files identified in Section 2 below, each software component is governed by a license that permits you to run, copy, modify, and redistribute (subject to certain obligations in some cases) the software component. This EULA pertains solely to the Programs and does not limit your rights under, or grant you rights that supersede, the license terms applicable to any particular component.
2. **Intellectual Property Rights.** The Programs and each of their components are owned by Red Hat and other licensors and are protected under copyright law and under other laws as applicable. Title to the Programs and any component, or to any copy, modification, or merged portion shall remain with Red Hat and other licensors, subject to the applicable license. The "JBoss" trademark, "Red Hat" trademark, the individual Program trademarks, and the "Shadowman" logo are registered trademarks of Red Hat and its affiliates in the U.S. and other countries. This EULA does not permit you to distribute the Programs using Red Hat's trademarks, regardless of whether they have been modified. You may make a commercial redistribution of the Programs only if (a) permitted under a separate written agreement with Red Hat authorizing such commercial redistribution or (b) you remove and replaced all occurrences of Red Hat trademarks and logos. Modifications to the software may corrupt the Programs. You should read the information found at <http://www.redhat.com/about/corporate/trademark/> before distributing a copy of the Programs.
3. **Limited Warranty.** Except as specifically stated in this Section 3, a separate agreement with Red Hat, or a license for a particular component, to the maximum extent permitted under applicable law, the Programs and the components are provided and licensed "as is" without warranty of any kind, expressed or implied, including the implied warranties of merchantability, non-infringement or fitness for a particular purpose. Red Hat warrants that the media on which the Programs and the components are provided will be free from defects in materials and manufacture under normal use for a period of 30 days from the date of delivery to you. Neither Red Hat nor its affiliates warrant that the functions contained in the Programs will meet your requirements or that the operation of the Programs will be entirely error free, appear or perform precisely as described in the accompanying documentation, or comply with regulatory requirements. This warranty extends only to the party that purchases subscription services for the Programs from Red Hat and/or its affiliates or a Red Hat authorized distributor.
4. **Limitation of Remedies and Liability.** To the maximum extent permitted by applicable law, your exclusive remedy under this EULA is to return any defective media within 30 days of delivery along with a copy of your payment receipt and Red Hat, at its option, will replace it or refund the money you paid for the media. To the maximum extent permitted under applicable law, under no circumstances will Red Hat, its affiliates, any Red Hat authorized distributor, or the licensor of

any component provided to you under this EULA be liable to you for any incidental or consequential damages, including lost profits or lost savings arising out of the use or inability to use the Programs or any component, even if Red Hat, its affiliates, an authorized distributor, and/or licensor has been advised of the possibility of such damages. In no event shall Red Hat's or its affiliates' liability, an authorized distributor's liability or the liability of the licensor of a component provided to you under this EULA exceed the amount that you paid to Red Hat for the media under this EULA. Nothing contained in this EULA limits Red Hat's liability to you in the event of personal injury or death caused by Red Hat's negligence or intentional misconduct.

5. **Export Control.** As required by the laws of the United States and other countries, you represent and warrant that you: (a) understand that the Programs and their components may be subject to export controls under the U.S. Commerce Department's Export Administration Regulations ("EAR"); (b) are not located in a prohibited destination country under the EAR or U.S. sanctions regulations (currently Cuba, Iran, Iraq, North Korea, Sudan and Syria, subject to change as posted by the United States government); (c) will not export, re-export, or transfer the Programs to any prohibited destination, persons or entities on the U.S. Bureau of Industry and Security Denied Parties List or Entity List, or the U.S. Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons, or any similar lists maintained by other countries, without the necessary export license(s) or authorization(s); (d) will not use or transfer the Programs for use in connection with any nuclear, chemical or biological weapons, missile technology, or military end-uses where prohibited by an applicable arms embargo, unless authorized by the relevant government agency by regulation or specific license; (e) understand and agree that if you are in the United States and export or transfer the Programs to eligible end users, you will, to the extent required by EAR Section 740.17(e), submit semi-annual reports to the Commerce Department's Bureau of Industry and Security, which include the name and address (including country) of each transferee; and (f) understand that countries including the United States may restrict the import, use, or export of encryption products (which may include the Programs and the components) and agree that you shall be solely responsible for compliance with any such import, use, or export restrictions.
6. **Third Party Programs.** Red Hat may distribute third party software programs with the Programs that are not part of the Programs. These third party software programs are not required to run the Programs, are provided as a convenience to you, and are subject to their own license terms. The license terms either accompany the third party software programs or can be viewed at <http://www.redhat.com/licenses/thirdparty/eula.html>. If you do not agree to abide by the applicable license terms for the third party software programs, then you may not install them. If you wish to install the third party software programs on more than one system or transfer the third party software programs to another party, then you must contact the licensor of the applicable third party software programs.
7. **General.** If any provision of this EULA is held to be unenforceable, the enforceability of the remaining provisions shall not be affected. Any claim, controversy or dispute arising under or relating to this EULA shall be governed by the laws of the State of California and of the United States, without regard to any conflict of laws provisions. The rights and obligations of the parties to this EULA shall not be governed by the United Nations Convention on the International Sale of Goods.

EXHIBIT B-1
CGI Technologies and Solutions Inc.
Proprietary Software License and Maintenance Agreement

1. **Maintenance Period.** The Maintenance period is the period beginning on April 1, 2018 and ending on March 31, 2022.
2. **Maintenance Fee.** The maintenance fee are due annually in advance in accordance with the table below:

Maintenance Period	Maintenance Fee	Additional Bundled Software Products	Total Maintenance Fee
April 1, 2018 - March 31, 2019	\$303,046.61 (already paid)	\$2,813.13	\$305,859.74
April 1, 2019 - March 31, 2020	\$322,744.64	\$499.33	\$323,243.97
April 1, 2020 - March 31, 2021	\$338,881.87	\$3,094.44	\$341,976.31
April 1, 2021 - March 31, 2022	\$355,825.97	\$3,249.17	\$359,075.13

The maintenance fee of \$2,813.13 for the maintenance services of the new and upgraded Bundled Software Products is due and payable upon execution of this Agreement.

If County terminates this Agreement for any reason other than an uncured default by CGI, County will reimburse CGI 2.5% 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. Client has chosen to discontinue maintenance on the following products. Therefore, these products will not be eligible for standard maintenance, patches or upgrades. If, at a later date, Client choses to reinstate these products under maintenance or for an upgrade, CGI may charge back maintenance or a new license fee, whichever is less. Maintenance services do not include the following Software and Bundled Software Products:
 - a. Adobe Present Central Pro - 2 CPU, 10 Print Locations (maintenance services cancelled in this Amendment P)
 - b. Adobe Present Output Designer - 1 Named User License (maintenance services cancelled in this Amendment P)
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.