AMENDMENT
to
Proprietary Software License and Maintenance Agreement
Between
CGI-AMS Inc. (formerly, American Management Systems, Incorporated)
and
Tulare County, California

This Amendment to the Proprietary Software License and Maintenance Agreement ("Amendment") is made as of June 30,2005, by and between CGI-AMS Inc. (formerly, American Management Systems, Incorporated) ("CGI-AMS") and Tulare County, California ("Client").

WHEREAS, Client and CGI-AMS have entered into a Proprietary Software License and Maintenance Agreement dated September 30, 1986, as amended ("Agreement") for CGI-AMS's proprietary software product now known as AMS Advantage® Financial (formerly, LGFS) and identified subsystems;

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

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

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 or inconsistency between the provisions set forth in the Amendment and the Agreement, this Amendment shall govern and control.

2.   Additional Software Components
CGI-AMS hereby grants to Client, and Client hereby accepts, a nonexclusive and nontransferable license to use the computer software components described in Exhibit A to this amendment (the "Additional Software Components"). The Additional Software Components comprise confidential information of CGI-AMS and may not be disclosed to third parties without CGI-AMS's prior written consent. The license hereby granted for the Additional Software Components shall be coterminous with the license to the Software granted by the Agreement.

3.   License Fees
As compensation for the license to use the Additional Software Components, Client shall pay CGI-AMS the license fees set forth in Exhibit A.

4.   Maintenance
      Section 2 of the Agreement is replaced in its entirety with the following AMS Advantage 3 Standard Support and Maintenance Services:

      A.   CGI-AMS Standard Support and Maintenance Services provide the Client with the required ongoing enhancements to the baseline software to address functional and technical changes. CGI-AMS will provide maintenance services for the Additional Software Components at the rates set forth in Exhibit A (the "Initial Maintenance Period").   Specifically, the Standard Support and Maintenance Services provide:

            1.   Internet access through CGI-AMS's secure web site, eAccess (www.CGI-AMS.com/access), to a variety of 24x7 support materials;
            2.   Help Desk Support with direct phone, email, and web support on the baseline products through the CGI-AMS Client Support Center during CGI-AMS's standard support hours of operation being 8 am EST to 9 pm EST Monday-Friday. CGI-AMS can be reached at 800-321-0267 via phone, at Client.Support@CGI-AMS.com via email, and www.CGI-AMS.com/access via our online support website;
            3.   defect corrections to baseline product software are provided via eAccess;
            4.   periodic baseline product software releases to address technical and functional compatibility with system software and ongoing regulatory changes and changes to business practices. Documentation updates are provided as part of each release. Additional defect corrections and strategic enhancements may also be included in new releases;
            5.   User Group membership which allows users with a wide variety of interests to participate in various user group activities such as the annual CGI-AMS Forum, regional User Group meetings and voting for the User Group Steering Committee that works closely with CGI-AMS on a variety of client issues and concerns;
            6.   support for those system components licensed by Client and for which Client is paying maintenance;
            7.   support for releases of third-party software components that are compatible with the currently supported version of the AMS Advantage software;
            8.   support of the documented features of the AMS Advantage software, as listed on the delivered on-line documentation and help files;
            9.   support of all standard baseline features of the Software , including configuration tables (e.g. Required Elements), that **DO NOT** include infrastructure or other programming code changes. Any Client-specific configuration tables are not supported;
            10.   support for special processes or events from a qualified senior resource who can be assigned 24 x 7 beeper support for the duration of the activity; Some examples of beeper support uses are: implementing new functional processes for the first time in a production environment, year-end processing, and purchase order rollover processing;

11.   prioritizations of issues and Errors as follows:

Severity	Definition
1 - Critical	A problem with CGI-AMS supported Software causing critical impact to the Client's business operation. No workaround is immediately available and work using the Software can not continue.
2 - Serious	A problem with CGI-AMS supported Software causing significant impact to the Client's business operation. A workaround is available but is unacceptable on a long term basis.
3 - Moderate	A problem with CGI-AMS supported Software that impairs some functionality, but a practical workaround exists.
4 - Minor	A problem that does not affect any functionality of the Software.

B. CGI-AMS may, at its option, investigate and correct suspected Errors at CGI-AMS's offices to the extent possible. If CGI-AMS's personnel travel to Client's place of business at Client's request to perform maintenance services, Client will pay CGI-AMS for the travel time and the reasonable travel and other out-of-pocket expenses of CGI-AMS's personnel. If a suspected Error is attributable to a cause other than the Software as delivered by CGI-AMS, then Client will pay for CGI-AMS's work on a time-and-materials basis. If the Software module containing the Error has been modified by non-CGI-AMS personnel, CGI-AMS will charge Client on a time-and-materials basis at CGI-AMS's then-current hourly rates for analyzing and fixing the Error in Client's version, and for any installation assistance Client requires. For purposes of this Agreement, "Error" means a material deviation of the Software from its Specifications as identified in the License Agreement.

C. At the expiration of the initial Maintenance Period stated in this Agreement, Client may buy maintenance services for the Software for subsequent Maintenance Periods in which CGI-AMS is offering maintenance services, at CGI-AMS's then current prices. Client may obtain such maintenance services only if (i) Client has paid the maintenance fee for all prior Maintenance Periods; and (ii) Client incorporates into the Software within one hundred eighty (180) days of the issue date all releases, corrections and Enhancements to the Software that CGI-AMS has made available to Client.

D. All Enhancements and corrections to the Software and Documentation provided by CGI-AMS pursuant to this Agreement will become a part of the Software and Documentation for the purposes of the License Agreement at the time they are provided to Client and are hereby licensed to Client as part of the Software and Documentation pursuant to all of the terms and conditions of the License Agreement. All Enhancements and corrections that CGI-AMS develops and generally makes available at no charge to other licensees of the Software, will be made available to Client at no additional charge for so long as Client purchases maintenance services.

5.   Limitation of Remedies.
For purposes of this Amendment, Sections 7.A.2 is replaced in its entirety with the following language:

If Client should become entitled to claim damages from CGI-AMS (including without limitation, for breach of contract, breach of warranty, negligence or other tort claim), CGI-AMS will be liable only for (i) with respect to the License the amount of Client's actual direct damages, not to exceed (in the aggregate for all claims) the amount of the license fees paid by Client to CGI-AMS for the Additional Software Components and Documentation under this Amendment or; (ii) with respect to maintenance services, the amount of Client's actual direct damages, not to exceed (in the aggregate for all claims) the amounts paid by Client to CGI-AMS for the Maintenance Period with respect to which the claims arise.

6.   Exhibit
        Exhibit A attached hereto is made a part of this Amendment as if fully included in the text hereof.

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

CGI-AMS Inc.   Tulare County, California
("CGI-AMS")   ("Client")

BY: _____   BY: _____
          (Signature)   (Signature)

_____   _____
          (Print Name)   (Print Name)

_____   _____
          (Title)   (Title)

EXHIBIT A

CGI-AMS Inc. (formerly, AMERICAN MANAGEMENT SYSTEMS, INCORPORATED)
Proprietary Software License Agreement

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

AMS Advantage® 3 Financial Management System (Windows/Oracle platform/database) including the following modules:
        Financial Management Base System

AMS Advantage 3 Procurement System including the following modules:
        Professional

AMS *info*Advantage restricted license, which includes 50 named users for *info*Pack
        licenses and 1 Administration Pack license (1 license)
AMS infoAdvantage eEnterprise Pro Bundle (10 licenses)

Client will receive and may use the source code for AMS Advantage Software (except for AMS infoAdvantage for which source code will not be delivered) only to maintain and enhance the Software and for no other purpose. Client may modify the Software and Documentation and merge them into other material to form a derivative work for Client's own use. Any portion of the Software or Documentation included in such a derivative work will continue to be subject to all terms of this Agreement. Upon termination of the license for the Software, Client will deliver to CGI-AMS or destroy any portion of the Software or Documentation contained in any derivative works.

The parties acknowledge that AMS infoAdvantage is based upon the Business Objects software licensed pursuant to Section 7 below and that the source code for such third party software will not be delivered to Client. If Business Objects is unwilling or unable to maintain its software such that the maintenance service that CGI-AMS provides to Client with respect to AMS infoAdvantage is materially adversely impacted, in accordance with CGI-AMS's contract with Business Objects America, Inc., CGI-AMS will pursue a release of the source code escrow as necessary to permit CGI-AMS to continue to provide the maintenance services specifically for the AMS infoAdvantage software identified above.

CGI-AMS is providing to Client one (1) copy of the Software on machine-readable media.

2.   **Licensed Documentation.** The Specifications for the Software are as set forth in the following documentation which CGI-AMS will deliver to Client, and which is collectively referred to in this Agreement as the "Documentation":

- AMS Advantage Financial Users Guide
- AMS Advantage Procurement Users Guide

- AMS Advantage Financial Getting Started
- AMS Advantage Financial System Admin Users Guide
- AMS Advantage System Overview
- Broadcast Agent Administrator's Guide
- Business Objects User's Guide
- Deployment Guide (Broadcast Agent, Business Objects, WebIntelligence)
- Designer's Guide
- Error Message Guide
- Getting Started with Business Objects
- Getting Started with WebIntelligence

- *info*ADVANTAGE User's Guide
- InfoView User's Guide
- Installation and Update Guide
- Supervisor's Guide

The Documentation is included with the Software on machine-readable media.

3.   **License Type.** The Software (except AMS *info*Advantage) is licensed to Client on the following basis:

Site License. The single production copy of the Software will reside at the computer facility listed below. In the event of the failure of the computers at the listed location(s), Client may use the Software at a back-up computer facility in the United States until operations at the primary facility have been restored.

> County of Tulare
> Information Technology Department
> 221 S. Mooney Blvd Room 12E
> Visalia, CA 93291

Should Client desire to use the Software at additional facilities, Client may purchase additional licenses at CGI-AMS's then-current prices.

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

Should Client desire to use the Software on additional computers, for additional named users or at additional facilities, as the case may be, Client may purchase additional licenses at AMS's then-current prices.

4.   **Work That May Be Processed.** Client may only use the Software to process Client's own work.
Client may only use the AMS *info*Advantage components of the Software with AMS Advantage databases

5. **License Fee.** The license specified in Section 1 of this Exhibit is granted to Client for a License Fee of $ 275,000.00. This License Fee includes the following Software.

- Most current versions of previously licensed AMS Advantage Software
- Third Party Software identified in Section 8
- AMS *info*Advantage

The License Fee is payable 100% upon contract execution.

6. **Maintenance Fees.** Client will pay back maintenance for the period April 1, 2004 to March 30, 2006, totaling $217,302.00, plus any applicable sales tax upon execution of this contract. The annual maintenance fee for the Additional Software Components during the Initial Maintenance Period of April 1, 2006 to March 30, 2011, shall be $191,520.00 annually.

Software	Period	Maintenance Fees
AMS Advantage Financial 2.x (Back Maintenance)	April 1, 2004 to March 30, 2006	$ 217,302.00
AMS Advantage 3 Maintenance	April 1, 2006 to March 30, 2011	$ 191,520.00 (per year)

Client may buy maintenance services for the Software for subsequent Maintenance Periods in which CGI-AMS is offering maintenance services, at the then current list price.

7. **Third Party Products.** Included in the license fee set forth in Section 5 of this Exhibit A are the license fees for certain third party products (the "Third Party Products") required to be used in connection with the Software. CGI-AMS is providing the following Third Party Products to Client:

Versata Logic Server (server license)
Versata Designer Studio (3 user licenses)
IBM Websphere
Adobe Present Central Pro (1 server license)
Adobe Present Output Designer (1 user license)
Pervasive® Data Integrator Pro Developer™ and Data Integrator Pro Engine™
    (1 user license)
Business Objects Application Specific User Bundle which includes the following:
- 50 named users, Business Objects Web Intelligence
- 1 Broadcast Agent Scheduler
- 1 Broadcast Agent Publisher
- 3 Designers
- 2 Supervisors

Business Objects Enterprise Pro Bundle (thick client) (10 user licenses)
All rights of Client in and to the Third Party Products will be governed by the suppliers' license terms accompanying the Third Party Products. CGI-AMS does not itself give or make any warranty of any kind with respect to the Third Party Products. Changes in the

Software which CGI-AMS may make from time to time may make it necessary for Client to acquire, at its own expense, updated versions of the Third Party Products or additional third party products.

Agreed to and initialed for identification by: (Client) _____   (CGI-AMS) _____