



CGI Technologies and
Solutions Inc.
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**Amendment G
To
Proprietary Software License and Maintenance Agreement
Between
CGI Technology and Solutions Inc.
And
Tulare County California**

This Amendment G to the Proprietary Software License and Maintenance Agreement ("Amendment") is made as of January 11, 2011, by and between CGI Technology and Solutions ("CGI") and Tulare County, California ("Client").

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

WHEREAS, the County and CGI entered into the Statement of Work effective as of May 1, 2010;

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

NOW, THEREFORE, in consideration of the foregoing, 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 hereby grants to Customer, and Customer hereby accepts, a nonexclusive and nontransferable license to use the additional computer software components described in Exhibit A to this amendment ("Bundled Software Products") under the terms of the Agreement. The Bundled Software Products comprise confidential information and may not be disclosed to third parties without CGI's prior written consent.

3. License Fees

As compensation for the license to use the Bundled Software Products, Customer shall pay CGI the license fees set forth in Exhibit A.

4 Additional Supported Software Components

CGI will provide maintenance services in support of the additional computer software components described in Exhibit A to this amendment (“Bundled Software Products”) under the terms of the Agreement.

5. Maintenance Fees

As compensation for the Maintenance Services provided to the Customer, Customer shall pay CGI the maintenance fees set forth in Exhibit B.

6. Exhibit

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

ALL OTHER TERMS AND CONDITIONS REMAIN IN PLACE AND UNCHANGED.

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Each party has caused its authorized representative to execute this Amendment as of the Effective Date.

1. COUNTY OF TULARE

Date: _____

BY _____

Chairman, Board of Supervisors

ATTEST: JEAN ROUSSEAU

County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____

Deputy Clerk

2. CONTRACTOR – CGI Technologies and Solutions Inc. (CGI)

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, and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer, unless the contract is accompanied by a certified copy of the corporation's Board of Directors' resolution authorizing the execution of the contract.

Date: 12/22/2010

By: 

Daniel A. Keene

TITLE: Vice President, Consulting Services

Date: 12/22/2010

By: Rajiv Gidadhuli
Rajiv Gidadhuli

TITLE: Director, Consulting Services

Approved as to Form
County Counsel

By: G. K. K.
Deputy 20101984

Date 1/4/10

EXHIBIT A

CGI Technology and Solutions Inc. Proprietary Software License and Maintenance Agreement

1. **Bundled Software Products.** CGI is providing the following additional Bundled Software Products:

Business Objects Enterprise License (50 users bundle)

2. **License Type.** This software has been licensed to Customer on the following basis:

Named User License Customer is permitted to allow a total of 50 users for this software.

3. **License Fee.** License fees for the Bundled Software Products specified in Section 1 of this Exhibit will be paid by the Customer upon delivery of such products.

Vendor Products	Number or Type of License	Client Price
Business Objects Enterprise	50 NU Pro	\$33,000.00

All rights of Customer in and to the Bundled Software Products will be governed by the by the terms of the Agreement. CGI does not itself give or make any warranty of any kind with respect to the Bundled Software Products.

Agreed to and initialed for identification by:

(Customer)


(CGI)

EXHIBIT B

CGI Technology and Solutions Inc. Proprietary Software Licensee and Maintenance Agreement

1. **Bundled Software Products.** CGI is providing Maintenance Services for the following additional Bundled Software Products:


Business Objects Enterprise License (50 user bundle)

2. **Maintenance Period.** The Maintenance Period is coterminous with the existing Agreement, beginning upon installation and ending on December 1, 2011.

3. **Maintenance Fee.** The maintenance fee for the Maintenance Period shall be \$3,960.00.

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

Agreed to and initialed for identification by:

_____	
(Customer)	(CGI)