

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

This Amendment I to the Proprietary Software License and Maintenance Agreement (“Amendment”) is made as of March \_\_\_\_\_, 2013 by and between CGI Technologies and Solutions Inc., a Delaware corporation (“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 on:

December 30, 1986 (Amendment A);  
September 12, 1989 (Amendment B);  
December 6, 1994 (Amendment C) (Advantage/DS software);  
December 6, 1994 (Amendment D) (Advantage GUI software);  
June 30, 2005 (Amendment E);  
May 4, 2010 (Amendment F);  
January 11, 2011 (Amendment G); and  
November 6, 2012 (Amendment H)

(“Agreement”) for CGI’s proprietary software product, Advantage® Financial and identified subsystems;

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. License**

The License is hereby changed. CGI hereby grants to Client a perpetual, nonexclusive, nontransferable license commencing on the Effective Date. The term “Software” as used in this Agreement includes any maintenance releases to the Software that may be provided to Client from time to time under a separate maintenance agreement executed by the parties, if any, but specifically excludes any other modifications or customizations to the Software.

**2. Software Exhibit**

Exhibit A is replaced in its entirety and replaced with the attached Exhibit A. It provides an updated Exhibit A to the Proprietary Software License and Maintenance Agreement.

**3. Maintenance Fees**

Exhibit B is replaced in its entirety and replaced with the attached Exhibit B. As compensation for the Maintenance Services provided to the Customer, Customer shall pay CGI the maintenance fees set forth in Exhibit B-1.

**4. Exhibit**

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

ALL OTHER TERMS AND CONDITIONS REMAIN IN PLACE AND UNCHANGED.

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

**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: 03/14/2013

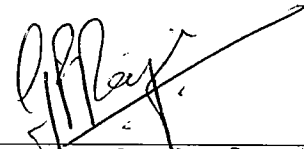


By: \_\_\_\_\_

Daniel A. Keene

TITLE: Vice President, Consulting Services

Date: 3/14/2013



By: \_\_\_\_\_  
Rajiv Gidadhuri

TITLE: Director Consulting Services

Approved as to Form  
County Counsel

By \_\_\_\_\_

Deputy

Date \_\_\_\_\_

## EXHIBIT A

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

1. **Licensed Software.** CGI hereby licenses to the County the following computer software components, comprising the Advantage Software, under the terms of the :

CGI Advantage® Financial Management System 3.x (SQL Server) including the following modules:

Financial Management Base System

CGI Advantage Procurement System including the following modules:

Professional (including Vendor Self Service)

CGI infoAdvantage restricted license

CGI infoAdvantage eEnterprise Pro Bundle (10 Thick Client licenses)

2. **License Agreement.** The Software listed above was provided to the County pursuant to the terms and conditions of the Proprietary Software License Agreement between the County and CGI made effective September 30, 1986.
3. **License Type.** The Software (except CGI infoAdvantage) is licensed to the County 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, County may use the Software at a back-up facility in the United States 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 at additional facilities, 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. Third Party Products.** Included in the licenses are certain third party products (the “Third Party Products”) required to be used in conjunction with the Software. The Third Party Software Products are restricted use and may only be used in with CGI Advanatge:

Adobe Central Pro - 2 Licenses

Adobe Output Designer - 1 Named User License

SAP Business Objects Pro for QRA & WebIntelligence – 100 Users

SAP Business Objects Thick Client Licenses – 10 Named Users

IBM Websphere App Svr Network Deployment – 150 PVU

Monsell DeltaXML – 1 Site license

Adobe RoboHelp – 1 User license

Pervasive Integrator Pro Developer and Data Integrator Pro Engine (combo) – 1 license

Pervasive Universal Engine – 2 Core – 1 license

Versata Logic Server License – 1 server license.

Versata Logic Designer Studio License – 3 user license

All rights of Customer in and to the Bundled Software Products will be governed 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. DEFINITIONS

Capitalized terms used in this Agreement will have the meanings given below or in the context in which the term is used, as the case may be.

- A. “Documentation” means the documentation provided by CGI for the Software pursuant to the License Agreement.
- B. “Enhancements” means changes or additions to the Software which CGI develops and makes available at no additional charge to all licensees of the Software who are under then-current maintenance agreements.
- C. “Software incident” means a material deviation of the Software from the specifications for the Software identified in the License Agreement.
- D. “License Agreement” means the license agreement specified in *Exhibit A* pursuant to which CGI licensed the Software to Client.
- E. “Maintenance Period” means the initial term of this Agreement or any subsequent renewal period. The initial term and each renewal period is a separate Maintenance Period. The Maintenance Periods are specified in *Exhibit B*. Each renewal Maintenance Period, if any, will be a period of twelve (12) months.
- F. “Software” means the software specified in *Exhibit A*.

#### 2. MAINTENANCE

CGI Standard Support and Maintenance Services provide the Client with the required ongoing enhancements to the Software to address functional and technical changes. Specifically, the Standard Support and Maintenance Services provide these major components:

- Internet access through our secure web site, *eAccess* (<https://support.cgi-ams.com//advantage/>), to a variety of 24x7 support materials.
- Help Desk Support with direct phone, email, and web support on the baseline products through the CGI Client Support Center. Standard hours of operation are 8 am EST to 9 pm EST Monday-Friday. CGI can be reached at 800-321-0267 via phone and <https://support.cgi-ams.com//advantage/> via our online support website.
- Software incident corrections to the Software.
- Software releases are provided periodically 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 Software incident corrections will be included in releases, as dictated by testing requirements and the magnitude of the required change.
- Enhancements to the Software are provided in new releases of the AMS Advantage solution.
- Membership to the AMS Advantage User Group. Membership provides the option to participate in various user group activities such as the annual CGI Forum, regional User Group meetings and voting for the User Group Steering Committee that works closely with CGI on a variety of client issues and

concerns. Membership also provides each site the option of proposing a candidate for election to the User Group Steering Committee.

CGI will support the following features of the AMS Advantage solution:

- The system components that the Client is currently contracted for and is paying maintenance on;
- The third-party software component releases that are compatible with the currently supported version of the AMS Advantage solution;
- The documented features of the AMS Advantage Software, as listed on the delivered on-line documentation and help files;
- All standard baseline features of the system, including configuration tables (e.g. Required Elements) of the AMS Advantage Software, that DO NOT include infrastructure or other programming code changes. Any client-specific configuration tables will not be supported.
- Prioritizations of all issues and software incidents according to the following schedule:

| <b>Severity</b> | <b>Definition</b>  |
|-----------------|--|
| 1 - Critical    | A problem with CGI 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 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 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 may, at its option, investigate and correct suspected software incidents at CGI's offices to the extent possible. If CGI's personnel travel to Client's place of business at Client's request to perform maintenance services, Client will pay CGI for the travel time and the reasonable travel and other out-of-pocket expenses of CGI's personnel, applying the County's policies for travel expenses to determine reasonability. If a suspected software incident is attributable to a cause other than the Software as delivered by CGI, then Client will pay for CGI's work on a time-and-materials basis. If the Software module containing the software incident has been modified by non-CGI personnel, CGI will charge Client on a time-and-materials basis at CGI's then-current hourly rates for analyzing and fixing the software incident in Client's version, and for any installation assistance Client requires.
- 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 is offering maintenance services, at CGI'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 all releases, corrections, and Enhancements to the Software that CGI has made available to Client, no less than two minor software releases prior to current release.
- D. All Enhancements and corrections to the Software and Documentation provided by CGI 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.



**EXHIBIT B-1**

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

1. **Bundled Software Products.** CGI is providing Maintenance Services for the additional Bundled Software Products listed above in Exhibit A.
2. **Maintenance Period.** The annual Maintenance Periods begin on April 1, 2013 and ends on March 31, 2016.
3. **Maintenance Fee.**

Maintenance fees are due annually in advance in accordance with the Table below.

| Maintenance Period                | Annual Fee   |
|-----------------------------------|--------------|
| April 1, 2013 thru March 31, 2014 | \$230,339.09 |
| April 1, 2014 thru March 31, 2015 | \$242,583.93 |
| April 1, 2015 thru March 31, 2016 | \$250,876.86 |
|                                   |              |

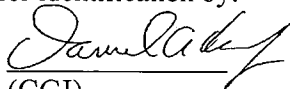
If Client terminates this Agreement for any reason other than an uncured default by CGI, Client will reimburse CGI 2.5% times the amount paid for each year this Maintenance Agreement has been in effect.

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.

4. **License Agreement.** The Software was provided to Client pursuant to the terms and conditions of that certain Proprietary Software License Agreement between CGI and Client made effective as of September 30, 1986. In the event CGI ceases to operate in the ordinary course of business, Client 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:

\_\_\_\_\_  
(Customer)

  
\_\_\_\_\_  
(CGI)