MASTER PROPRIETARY SOFTWARE MAINTENANCE AGREEMENT

This Master Proprietary Software Maintenance Agreement (together with the Exhibits and other attachments hereto, "Agreement") is dated effective as of April 7, 2008 (the "Effective Date") by and between the County of Monterey ("Customer"), a political subdivision of the State of California having a place of business at 1260 S. Main Street, Salinas, CA 93901, and CGI Technologies and Solutions Inc. ("CGI"), a Delaware corporation having its principal place of business at 4050 Legato Road, Fairfax, Virginia, 22033. In consideration of the premises and the mutual covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. DEFINITIONS

The following capitalized terms have the respective meanings given below when used in this Agreement:

A. "Affiliate" means: (i) with respect to CGI, any entity that controls, is controlled by, or is under common control with, CGI, where for this purpose, and without limiting the foregoing, any person or entity that owns more than fifty percent (50%) of the outstanding voting securities (or other equity interests) of any other entity shall be deemed to control such other entity; and (ii) with respect to Customer, any of those agencies, bodies, boards, or other governmental entities or organizations (including organizations such as, for example, special districts (e.g., school districts and fire districts), courts, hospitals, joint power agencies, employee retirement boards, etc.) located in whole or in part within the jurisdictional boundaries of the County of Monterey, California (or otherwise having a reasonable connection to such County) and for which, at any given time, Customer or any agency, department, or office of Customer's (including, for example, the Monterey County Auditor-Controller's Office) provides information technology services, support, or operation or otherwise serves the information technology needs of, currently including those entities identified in Exhibit B to the License Agreement, which Exhibit is incorporated herein by this reference.

B. "Documentation" means the Documentation (as defined in the License Agreement) for the Software for which, at any given time, CGI is then obligated to provide Maintenance Services hereunder.

C. "Enhancements" means changes, additions, patches, fixes, upgrades, enhancements, modifications, new versions, maintenance releases to the Software that CGI develops and makes generally available, at no additional charge to all licensees of the Software who are under then-current maintenance agreements with CGI.

D. "Go Live Date" means the date on which Customer first uses any given Software in a live, operational environment.

E. "License Agreement" means that certain Master Proprietary Software License Agreement executed by Customer and CGI as of even date herewith and pursuant to which the Software and the Documentation are licensed by CGI to Customer.

F. "Maintenance Period" means a specified period of time during which Maintenance Services are to be provided by CGI with respect to specific Software under this Agreement, with: (i) the Implementation Maintenance Period being as defined in Exhibit A; (ii) the Initial Maintenance Period for the Software being as defined in Exhibit A; and (iii) each successive period of twelve (12) consecutive months that, in accordance with this Agreement, follows the Initial Maintenance Period being a separate Maintenance Period.

such policy and the coverage required herein shall continue in effect for a period of three years following the termination of this Agreement.

(ii) Each liability policy required hereunder shall provide that Customer shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CGI and additional insureds with respect to claims arising from each subcontractor, if any, engaged by CGI in performance under this Agreement, or CGI shall be required to provide Customer with a certificate of insurance from each such subcontractor showing such subcontractor has insurance coverage at least meeting the above requirements.

(iii) The commercial general liability and automobile liability policies required hereunder shall provide an endorsement naming the County of Monterey and its officers, agents, and employees as additional insureds with respect to liability arising out of CGI's work, including ongoing and completed operations, and each such endorsement shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by Customer and that the insurance of the additional insureds shall not be called upon to contribute to a loss covered by CGI's insurance. The required endorsement form that CGI shall use for commercial general liability additional insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form that CGI shall use for automobile additional insured endorsement is ISO Form CA 20 48 02 99.

(iv) Prior to the execution of this Agreement, CGI shall have filed certificates of insurance with Customer's contract administrator and Customer's contracts/purchasing division, showing that CGI has in effect the insurance required by this Agreement. CGI shall file a new or amended certificate of insurance with Customer's contract administrator and Customer's contracts/purchasing division within five calendar days after any change is made in any insurance policy which change would alter the information on the certificate then on file with Customer. Acceptance or approval of insurance shall in no way modify or change CGI's obligations of indemnification under this Agreement, which obligations shall continue in full force and effect.

(v) CGI shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Section 8 and shall send, without demand by Customer, certificates to Customer's contract administrator, and to Customer's contracts/purchasing division, annually. If any such certificate is not received by the applicable anniversary of the Effective Date or by the expiration date of the applicable insurance policy, Customer may notify CGI, and upon receiving any such notification, CGI shall send such certificate to Customer within five calendar days, with such certificate evidencing that there was no lapse in coverage. Failure by CGI to maintain the insurance required by this Section 8 shall constitute a material breach and default of this Agreement by CGI that entitles Customer to, in its sole discretion, terminate this Agreement immediately.

9. **TERM AND TERMINATION**

A. **Term**. This Agreement shall take force and effect as of the Effective Date and shall continue in force and effect until terminated in accordance with this Section 9 or another express provision of this Agreement or another written agreement between the

parties that references this Agreement. In addition, if the License Agreement is terminated for any reason by either party, this Agreement shall automatically terminate on the effective date of the termination of the License Agreement.

B. **Termination by Customer for Convenience.** Customer may terminate this Agreement for convenience at any time upon thirty (30) days' prior written notice to CGI. If Customer has not paid the maintenance fee for the then-current Maintenance Period in full, Customer must pay to CGI the remaining balance of such maintenance fee prior to terminating this Agreement.

C. **Termination for Breach.** If either party believes that the other party has materially breached a material term of this Agreement (a "Breach"), then that party may provide written notice to the breaching party describing the alleged Breach in reasonable detail and containing a reference to this Section 9C. If the breaching party does not either (i) cure the Breach within thirty (30) days after receiving such written notice, or (ii) if the Breach is not one that can reasonably be cured within thirty (30) days, develop a plan reasonably acceptable to the other party to cure the Breach within a reasonable period of time and then diligently proceed in accordance with the accepted plan until the Breach has been cured, then the non-breaching party may terminate this Agreement for cause by providing written notice thereof to the breaching party. Termination of this Agreement pursuant to this Section 9.C will be in addition to, and not in lieu of, any other rights and remedies available to the terminating party under this Agreement, at law, or in equity. If Customer materially breaches the restrictions imposed under Section 3 or its nondisclosure obligations under Section 4, CGI will have the right, without affecting any other rights and remedies CGI may have, to terminate this Agreement immediately upon written notice to Customer. Termination of this Agreement will be in addition to, and not in lieu of, other remedies available to the terminating party under this Agreement

D. **Effects of Termination.** In addition to each parties duties under Section 4.F, within thirty (30) days after any termination of this Agreement for any reason, Customer shall, at CGI's option, either deliver to CGI or destroy the original and all copies (including partial copies) of the Software, the Documentation, and all of CGI's Confidential Information (including copied portions thereof contained in derivative works that have been created by Customer) provided by CGI to Customer under this Agreement that are then in Customer's possession or control, and certify in writing to CGI that Customer has performed its obligations under this paragraph.

E. **Survival.** Any provision of this Agreement that imposes or contemplates continuing obligations on a party, or that, by its nature or terms, would be reasonably understood to have been intended to survive and continue in force and effect after termination of this Agreement, shall survive the termination of this Agreement for so long as intended, including, but not limited to, the provisions of Sections 4, 5, 6, 7, 8 (to the extent provided for therein), 9, 10, and 11.

10. GOVERNING LAW AND DISPUTES

A. **Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to any provision of law that would require or permit the application of the substantive law of any other jurisdiction. Notwithstanding anything to the contrary (including, but not limited to, CAL. CIV. PROC. § 384): (i) the exclusive forum and venue for all actions or proceedings arising out of, or related to, this Agreement shall be in either a state or federal court, as applicable, located in Monterey County, California; (ii) each party hereby expressly

EXHIBIT A

Standard Support and Maintenance Services

1. **Maintenance Period and Fees**. The "Implementation Maintenance Period" and the "Initial Maintenance Period" for which Standard Support and Maintenance Services shall be provided under this Agreement shall be as indicated in the table below. The Implementation Maintenance Period shall consist of the four (4) phases indicated in the table below (each, a "Phase"), with each Phase commencing on the Go Live Date for the Software specified below with respect to such Phase. The Software for which Maintenance Services are to be provided during each different Phase of the Implementation Maintenance Period, and each different annual period of the Initial Maintenance Period, is also as provided in such table. The periods of time specified in the table below represent the respective time periods that it is currently anticipated that each different Phase of the Implementation Maintenance Period, and each different annual period of the Initial Maintenance Period, will cover. If the applicable Go Live Dates do not occur as currently anticipated, the parties shall mutually agree to a written amendment to this Agreement that reasonably and appropriately adjusts the dates to be covered by, and, if applicable, the fees to be payable with respect to, the applicable Phases of the Implementation Maintenance Period and the annual periods of the Initial Maintenance Period.

Phase or Annual Period of Maintenance Period	Software Covered	Expected Period of Time	Maintenance Fees
Implementation Maintenance Period (with its four (4) Phases)			
IMP-Debt	SymPro Debt	8/01/08 – 12/31/09	$16,632
IMP-PB	AMS Advantage Performance Budgeting (Performance Budgeting & Formulation, Salary & Benefit Forecasting, Budget Book Publishing) AMS infoAdvantage	11/1/08 - 12/31/09	$54,880
IMP-FM	AMS Advantage Financial Management (General Ledger, Accounts Payable, Billing and Account Receivable, Asset Management, Project & Grants Accounting, Treasury Accounting) AMS Advantage Procurement (Professional, Vendor) SymPro Investment Bundled Products	7/1/09 - 12/31/09	$240,974
IMP-Training	Meridian Learning Management	4/01/09 – 12/31/09	$13,770
Initial Maintenance Period			
Initial Maintenance Period Year 1	All Software from IMP-Debt, IMP-PB, IMP-FM and IMP-Training AMS Advantage Human Resources Management (Human Resources, Position Control, Benefits Administration, Time & Attendance, Payroll Management, Employee Self Service)	1/1/10 - 12/31/10	$570,732
Initial Maintenance Period Year 2	All Software from Initial Maintenance Period Year 1	1/1/11 - 12/31/11	$570,732
Initial Maintenance Period Year 3	All Software from Initial Maintenance Period Year 2	1/1/12 - 12/31/12	$570,732

CGI

Upon expiration of the Initial Maintenance Period, Customer may buy Standard Support and Maintenance Services for the Software for subsequent Maintenance Periods in which CGI is offering Standard Support and Maintenance Services for annual maintenance fees no more than five percent (5%) greater than the previous year's maintenance fees, for, as requested by Customer, each of the subsequent consecutive five (5) annual Maintenance Periods. Thereafter, Customer may buy Standard Support and Maintenance Services for the Software for subsequent Maintenance Periods in which CGI is offering Standard Support and Maintenance Services, at CGI's then current prices.

2. **Software**. The Standard Support and Maintenance Services shall be provided for the following Software, Bundled Products and Third Party Products, as licensed to Customer pursuant to the License Agreement:

AMS Advantage® Financial Management System 3
- Financial Management Base System
- Asset Management
- Project and Grants Management
- Treasury Accounting

AMS Advantage Procurement System including the following modules:
- Professional
- Vendor

AMS Advantage Performance Budgeting:
- Performance Budgeting and Formulation
- Salary and Benefit Forecasting
- Budget Book Publishing

AMS Advantage Human Resource Management System including the following modules:
- Human Resources
- Position Control
- Benefits Administration
- Time and Attendance
- Payroll Management
- Employee Self Service
- Learning Management (powered by Meridian)

AMS infoAdvantage Server Bundle

Adobe Present Central Pro Output Server– 1 production and 1 non-production printer output license

Adobe Present Output Designer – 2 named user license

Adobe RoboHelp® Office – 1 named user license

Pervasive® Data Integrator Pro Developer™ 2 named user license

Pervasive Data Integrator Pro Engine™ 2 CPU production and 2 CPU non-production license (Single threaded)

1099 Convey – Network A, 3 workstation license, 1-5,000 1099s processed annually

Business Objects Application Specific Server Bundle – 1 production and 1 pre-production license which each include:
- Business Objects Web Intelligence Server Professional– 4 CPU, unlimited users
- Broadcast Agent Publisher – 4 CPU, unlimited users
- Business Objects WEBI – 4 CPU, unlimited users

Business Objects Enterprise Desktop Intelligence– 2 named user license

Finite Matters, Ltd. PatternStream® – 1 runtime/developer license, includes Adobe Framemaker – 1 user license

Versata Logic Server – 1 application specific site license

Versata Designer Studio – 4 named user license

IBM WebSphere – 2,800 PVU (IBM Processor Value Units)

IBM WebSphere Portal Express – 200 PVU

IBM WebSphere Enterprise Service Bus – 400 PVU

IRI CoSort – 1 non-production licenses for Intel Xeon / 8 CPU / 32 GB and 1 production licenses for Intel Xeon / 2 CPU / 8 GB

CGI

Micro Focus Net Express (Windows) – 1 named user license

Micro Focus Application Server for Net Express (Windows) – 1 Server License for up to 10 concurrent batches/users license

Monsell EDM DeltaXML – 1 site license

Meridian Global – up to 5,000 users

SymPro Investment

SymPro Debt

NGEDOCS: 1402716.13