



**Amendment No. 1**  
to  
**Proprietary Software License Agreement, #1396836**  
between  
**CGI Technologies and Solutions Inc.**  
and  
**Monterey County, California**

This Amendment No. 1 to the Proprietary Software License Agreement ("Amendment") by and between CGI Technologies and Solutions Inc. ("CGI") and Monterey County, California ("Customer") is made June 1, 2009 ("Amendment Effective Date").

WHEREAS, Customer and CGI entered into a Proprietary Software License Agreement dated April 7, 2008 ("Agreement") for CGI's proprietary software product known as AMS Advantage and identified subsystems and third party products.

WHEREAS, CGI and Customer 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. 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. Exhibit

Exhibit A 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.**

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")

BY:

*Patrick J. Colacicco*  
(Signature)

PATRICK J COLACICCO  
(Print Name)

VP  
(Title)

Monterey County, California ("Customer")

BY:

*Ed Muñoz*  
(Signature)

Ed Muñoz  
(Print Name)

ERP Project Manager  
(Title)

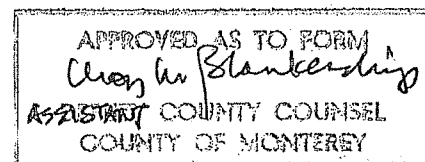




EXHIBIT A

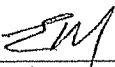
CGI Technology and Solutions Inc.  
Proprietary Software License Agreement

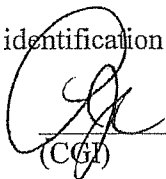
- Bundled Software Products.** CGI is providing the following additional Bundled Software Products:  
SymPro Treasury Management – Investment Portfolio Management
- License Type.** This software has been licensed to Customer on the following basis:  
**Named User License.** Customer is permitted to allow 3 additional concurrent users for this software.
- 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
Investment Portfolio Management	3 additional concurrent users	\$ 6,500

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)



**Amendment No. 2**  
**to**  
**Proprietary Software License Agreement, #1396836**  
**between**  
**CGI Technologies and Solutions Inc.**  
**and**  
**Monterey County, California**

This Amendment No. 2 to the Proprietary Software License Agreement ("Amendment") by and between CGI Technologies and Solutions Inc. ("CGI") and Monterey County, California ("Customer") is made 5/11, 2009 ("Amendment Effective Date").

WHEREAS, Customer and CGI entered into a Proprietary Software License Agreement dated April 7, 2008 ("Agreement") for CGI's proprietary software product known as AMS Advantage and identified subsystems and third party products.

WHEREAS, CGI and Customer 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. 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. Exhibit

Exhibit A 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.

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")

BY: *Patrick J. Colacicco*  
(Signature)

PATRICK J COLACICCO  
(Print Name)

VP  
(Title)

Monterey County, California ("Customer")

BY: *Ed Muñoz*  
(Signature)

Ed Muñoz  
(Print Name)

ERP Project Manager  
(Title)

APPROVED AS TO FORM  
*Wesley Dankenship*  
ASSISTANT COUNTY COUNSEL  
COUNTY OF MONTEREY



EXHIBIT A

CGI Technology and Solutions Inc.  
Proprietary Software License Agreement

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

SymPro Treasury Management – Earnings Allocation Module

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

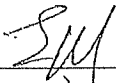
**Named User License.** Customer is permitted 3 concurrent users for this software.

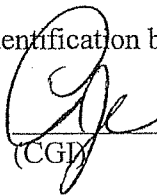
3. **License Fee.** License fees for the Bundled Software Products specified in Section 1 of this Exhibit will be paid by the Customer upon delivery of such products.

Vendor Products	Number or Type of License	Client Price
Earnings Allocation Module	3 concurrent users	\$13,000

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)



**Amendment No. 3**  
to  
**Proprietary Software License Agreement, #1396836**  
between  
**CGI Technologies and Solutions Inc.**  
and  
**Monterey County, California**

This Amendment No. 3 to the Proprietary Software License Agreement ("Amendment") by and between CGI Technologies and Solutions Inc. ("CGI") and Monterey County, California ("Customer") is made Sept 4, 2009 ("Amendment Effective Date").

WHEREAS, Customer and CGI entered into a Proprietary Software License Agreement dated April 7, 2008 ("Agreement") for CGI's proprietary software product known as AMS Advantage and identified subsystems and third party products.

WHEREAS, CGI and Customer 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. 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. Exhibit

Exhibit A 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.



EXHIBIT A

CGI Technology and Solutions Inc.  
Proprietary Software License Agreement

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

Adobe Framemaker

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


**Named User License.** One user license

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
Adobe Framemaker	1 user license	\$1,187.50

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)





**Amendment No. 4**  
**to**  
**Proprietary Software License Agreement, #1396836**  
**between**  
**CGI Technologies and Solutions Inc.**  
**and**  
**Monterey County, California**

This Amendment No. 4 to the Proprietary Software License Agreement (“Amendment”) by and between CGI Technologies and Solutions Inc. (“CGI”) and Monterey County, California (“Customer”) is made August 17, 2010 (“Amendment Effective Date”).

WHEREAS, Customer and CGI entered into a Proprietary Software License Agreement dated April 7, 2008 (“Agreement”) for CGI’s proprietary software product known as AMS Advantage and identified subsystems and third party products.

WHEREAS, CGI and Customer 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. 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. Exhibit


Exhibit A 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.

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")

Monterey County, California ("Customer")

BY:   
(Signature)

BY:   
(Signature)

Vishal Thesian  
(Print Name)

Ed Muñoz  
(Print Name)

Director of Operations  
(Title)

ERP Project Manager  
(Title)



EXHIBIT A

CGI Technology and Solutions Inc.  
Proprietary Software License Agreement

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

IRI CoSORT Version 9 (Upgrade from 2 core to 4 core)

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

**IRI CoSort Version 9 – IBM 3650, 1 CPU, 4 cores**

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
IRI CoSORT Version 9	IBM 3650 1 CPU 4 Cores	\$ 6,037
Credit for previously owned software: IRI CoSORT	IBM 3650 1 CPU 2 Cores	\$ (4,802)
Net New Amount Due		\$1,235

All rights of Customer in and to the Bundled Software Products will be governed by the by the terms of the Agreement and the IRI CoSORT shrinkwrap license. 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:

EM  
(Customer)

V7  
(CGI)