

Amendment No. 8
To
Proprietary Software Maintenance Agreement No. 1402716
between
CGI Technologies and Solutions Inc.
and
Monterey County, California

This Amendment No. 8 to the Proprietary Software Maintenance Agreement (“Amendment”) by and between CGI Technologies and Solutions Inc. (“CGI”) and Monterey County, California (“Customer”) is made July 1, 2012 (“Amendment Effective Date”).

WHEREAS, Customer and CGI entered into a Proprietary Software Maintenance Agreement dated April 7, 2008 (“Agreement”) for support of 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:

Effective Date of this Work Request:

This Work Request is effective as of July 1st, 2012 through June 30, 2013.

Services to be Performed and Schedule of Performance:

The scope of the work will be limited to:

1. Enhanced Maintenance Services (EMS) - Patch Set Services:
 - Maintain a copy of Monterey County’s Advantage HRM version 3.7.0.2 production code base and representative County data at CGI facilities
 - Issue and resolution support for the County’s Advantage HRM customizations
 - Ready-to-run County-specific code merges (Patch Sets) for County requested Advantage HRM defect resolutions
 - Patch Set Delivery – A total of five Patch Sets between July 1, 2012 and June 30, 2013
 - Baseline resolutions (limited to 60 per year) will be included in the five Patch Sets. Custom resolutions (limited to 10 per year) will be included in the five Patch Sets. County and CGI will mutually agree on which resolutions are considered custom.
 - Mandatory Patches will be included at no additional costs.
 - The total incident resolutions for the duration of the term should not exceed 60 baseline resolutions or 10 custom resolutions, excluding mandatory patches. Additional resolutions (over 60 baseline or over 10 custom) will be covered at rate of \$1,500 / resolution.
 - Advantage Tax release for tax year 2012

- Patch Set content documentation and Patch Set testing guidelines documentation.
- 2. Enhanced Maintenance Services (EMS) – Call First Services:
 - Monterey County will be provided with a toll free number for contacting CGI for any urgent production application issue involving Advantage HRM. This hotline is manned 24x365. This service will be in effect starting July 1, 2012.
 - The on call CGI analysts have the ability to reach other CGI personnel required to support the County for production issues.
- 3. Enhanced Maintenance Services (EMS) – Discretionary Hours
 - CGI will expend up to 150 hours of services to provide the County with functional and technical support.
 - These discretionary hours are available to the County effective July 1, 2012 through June 30, 2013.

Deliverables and Schedule of Performance:

- Patch Set Delivery: A total of five Patch Sets annually. The total incident resolutions for the duration should not exceed 70 per year.
 - Tentative Patch Delivery Dates
 - Patch Set 1 – August 2012
 - Patch Set 2 – October 2012
 - Patch Set 3 – February 2013
 - Patch Set 4 – April 2013
 - Patch Set 3 – June 2013
 - Tentative Tax Release Date
 - 2012 Tax Year release available December 2012
- Discretionary Hours: A total of 150 service hours will be provided to the County effective July 1, 2012.

Compensation:

EMS fees shall be payable based on the following schedule:

Term	Fee
Year 1 July 1, 2012 – June 30, 2013	\$165,000

Payment Terms:

CGI will invoice the County on July 1, 2012 for the amount specified above. Payment is due within thirty (30) days of invoice date.

Work Request Manager.

The Work Request Manager is:

Al Friedrich (Assistant Auditor Controller)

Resources and Responsibilities of County:

County will provide the following resources and has the following responsibilities in supporting CGI's performance of the Services:

Services or Support: The County would be responsible for the following tasks according to the project schedule above in "Deliverables and Schedule of Performance". If the County fails to perform its responsibilities in a commercially reasonable time for the respective County activity, prevents CGI from or delays CGI in performing the Services, CGI will be entitled to an equitable adjustment in the schedule for performance and the compensation otherwise payable to it under this work request. In such event, the parties will mutually agree upon a Change Order documenting the adjustments.

- List of patch requests for the five Patch Sets at least eight (8) weeks prior to the Patch set delivery date
- Code Installation – County will be responsible for installing the code delivered by CGI to a test environment and production environment. County should only make update to Advantage HRM application code via EMS Patch Sets.
- Acceptance Test – County will be responsible for developing the acceptance test plan, populating the databases for acceptance test and conducting the acceptance tests in their environment. Upon receipt of a Patch Set, the County will install and test the contents of the Patch Set within 45 days reporting any issues to CGI via the standard Advantage Support Center issue submission portal.

Facilities and Equipment: N/A

Environments: County will test all patches in a test environment prior to moving them into production. County will also make available County's Advantage HRM 3.7.0.2 production application code after the migration of each Patch Set to production for CGI to upgrade their environment.

Proprietary Materials: N/A

Other Provisions:

EMS is only effective as long as the County remains current on standard CGI Advantage Maintenance as defined in the Software Maintenance Agreement dated April 7, 2008.

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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: _____

By: _____

Name: Daniel Keene

Name: _____

Title: Vice President

Title: _____

Date: _____

Date: _____