

Amendment No. 17
to
Proprietary Software Maintenance Agreement No. 1402716
between
CGI Technologies and Solutions Inc.
and
Monterey County, California

This Amendment No. 17 (Amendment) to the Proprietary Software Maintenance Agreement (“Agreement”) by and between CGI Technologies and Solutions Inc. (“CGI”) and Monterey County, California (“Customer”) is made July 1, 2019 (“Amendment Effective Date”).

WHEREAS, Customer and CGI entered into a Proprietary Software Maintenance Agreement dated April 7, 2008 as previously amended (“Agreement”), for support of CGI’s proprietary software product known as CGI Advantage and identified subsystems and third party products; and

WHEREAS, Customer and CGI previously agreed to amend the Agreement by changing certain terms and extending the term of the Agreement through June 30, 2019; and

WHEREAS, Customer and CGI seek to extend the term of the Agreement for an additional five (5) years and to increase the amount of the Agreement to provide for payment of software maintenance services rendered by CGI to Customer during the additional five (5) years;

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. 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 of inconsistency between the provisions set forth in the Amendment and the Agreement, this Amendment shall govern and control.

2. Exhibit A

Exhibit A of the Agreement is amended with the attached Exhibit A to establish the Maintenance Fee Schedule for July 1, 2019 through June 30, 2024, and to reflect the extension of maintenance services to be provided by CGI to Customer during this period.

3. Payment Terms

The Maintenance Fees specified in Section 2 of the attached Exhibit A are governed by the payment terms of the Agreement. All Maintenance Fees are to be paid to CGI in United States Dollars, by wire transfer of funds to an account designated by CGI or by check sent to Bank of America, c/o CGI Technologies and Solutions Inc. at 12907 Collections Center Drive, Chicago, IL 60693. All other payment terms of the Agreement apply to this Amendment.

ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT REMAIN IN PLACE AND UNCHANGED.

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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)

Patrick J. Colacicco
(Print Name)

(Print Name)

Vice President
(Title)

(Title)

**EXHIBIT A TO AMENDMENT NO. 17
CGI TECHNOLOGIES AND SOLUTIONS INC.
Proprietary Software Maintenance Agreement**

1. **Maintenance Period.** The Maintenance period covered by this Amendment No. 17 is July 1, 2019 through June 30, 2024.
2. **Maintenance Fee.** The maintenance fees for services provided by CGI to Customer during the Maintenance Period shall be as follows:

	July 2019 - June 2020	July 2020 - June 2021	July 2021 - June 2022	July 2022 - June 2023	July 2023 - June 2024
Maintenance Fee Total	\$916,093.54	\$961,898.21	\$1,009,993.12	\$1,060,492.78	\$1,113,517.42

Total Maintenance Fees for the period of July 1, 2019 through June 30, 2024 are \$5,061,995.07.

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

3. **License Agreement.** The Software was provided to Customer pursuant to the terms and conditions of that certain Proprietary Software License Agreement between CGI and Customer, effective April 7, 2008, as amended.
4. **Software.** Maintenance services are provided with respect to the Software as outlined in the Proprietary Software License Agreement dated April 7, 2008 ("Agreement"), as amended. Customer has chosen to discontinue maintenance on the products set forth in subsections "a" through "c," below. Therefore, these products will not be eligible for standard maintenance, patches or upgrades during the maintenance period established above, in this Amendment No. 17. If, at a later date, Customer chooses to reinstate one (1) or more of these products under maintenance, or if Customer upgrades a product and seeks maintenance of an upgraded product, CGI may charge back maintenance fees or a new license fee, whichever is less. As noted below, maintenance services are not provided for the following Software:
 - a. Meridian Global LMSv2008.2 (Perpetual License, up to 5,000 customer Users); Domain Manager Module – *Maintenance cancelled as of January 1, 2017. Note – Amendment 14 indicated maintenance cancellation as of January 1, 2018. Maintenance Fee Total above reflects a credit for 12 months of maintenance from January 1, 2017 through December 31, 2017. At Customer's request to cancel maintenance of the Meridian software effective of January 1, 2017, Customer understands and acknowledges support for the Meridian software will not be provided by CGI or Meridian.*
 - b. Adobe Present Central Pro Output Server – 1 CPU & 10 Print Location production and 1 CPU & 10 Print location non-production – *Maintenance cancelled March 2016, per Amendment 6*
 - c. Adobe Present Output Designer – 2 Named User Licenses - *Maintenance cancelled March 2016, per Amendment 6*

Agreed to and initialed for identification by:

(Customer)



(CGI)