Amendment No. 8
to
Proprietary Software License Agreement, No. 1396836
between
CGI Technologies and Solutions Inc.
and
Monterey County, California

This Amendment No. 8 (Amendment) to the Proprietary Software License Agreement No. **1396836** ("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 License Agreement, No. **1396836**, dated April 7, 2008 as previously amended for the purchase of CGI's proprietary software product known as CGI Advantage and identified subsystems and third party products;

WHEREAS, Customer and CGI previously agreed to amend the Agreement by changing various certain terms, conditions, and services provided; and

WHEREAS, Customer and CGI wish to continue the licensing of CGI and specified Bundled Products to County, as described in this Amendment No. 8; and

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 No. 8. Except as provided below, all other terms and conditions of the Agreement, as amended, 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 this Amendment No. 8 and the Agreement, this Amendment No. 8 shall govern and control.

2. **Exhibit A**
   With the exception of Exhibit A attachments, which shall remain in full force and effect, Exhibit A of the Agreement is replaced in its entirety with Exhibit A attached hereto, incorporated herein, and made a part hereof to a) update certain terms and conditions with Exhibit A and b) modify certain Bundled Products.

ALL OTHER TERMS AND CONDITIONS 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: _____   BY: _____
            (Signature)   (Signature)

Patrick J. Colacicco
_____   _____
            (Print Name)   (Print Name)

Vice President
_____   _____
            (Title)   (Title)

EXHIBIT A
CGI Technology and Solutions Inc.
Proprietary Software License Agreement

1.   **Licensed Software and Source Code.**

    A. **Software**. CGI hereby licenses to Customer the following computer software components, comprising the Software:

        CGI Advantage® Financial Management System 3 including:
           Financial Management Base System
           Asset Management
           Project and Grants Management (now part of Financial Management Base System)
           Treasury Accounting

        CGI Advantage Procurement System including:
           Procurement Professional
           Vendor Self Service

        CGI Advantage Performance Budgeting including:
           Performance Budgeting and Formulation
           Salary and Benefit Forecasting
           Budget Book Publishing (powered by Finite Matters)

        CGI Advantage Human Resource Management System including:
           Human Resources Management Base System
           Position Control (now part of Human Resource Management Base System)
           Benefits Administration (now part of Human Resource Management Base System)
           Time and Attendance (now part of Human Resource Management Base System)
           Payroll Management (now part of Human Resource Management Base System)
           Employee Self Service
           Learning Management (powered by Meridian) (*Maintenance services cancelled May 2017. Please see the Proprietary Software Maintenance Agreement for additional details*)

        CGI infoAdvantage® Server Bundle

      CGI shall deliver to Customer one (1) copy of the above-described Software to the Customer.

    B. **Source Code**. CGI may install and periodically update the source code ("Source Code") of the licensed CGI Advantage software on a Client environment. Notwithstanding anything to the contrary in this Agreement, the Maintenance Agreement, or any services agreements between the parties, Client agrees to comply with the following restrictions concerning the Source Code:

    (1)   Client employees may access the source code solely for the purposes of applying software patches, updates, or corrections provided to Client by CGI.

    (2)   Client will not permit any third party, including without limitation Client's other contractors or Client personnel that are not Client employees, to access the Source Code for any purpose, including application of software patches, updates, or corrections as described in Section 1.B.(1) of this Exhibit.

(3)   Without limiting the generality of this Subsection B, Client will not access or use the source code for purposes of creating modifications, enhancements, or derivatives of the licensed CGI Advantage software.

(4)   Client will immediately return the Source Code to CGI upon CGI's written request.

If CGI ceases to be in the business of providing maintenance services for the licensed CGI Advantage software, CGI will: (i) promptly so notify the Client in writing, and (ii) provided Client is in compliance with this Agreement, the Maintenance Agreement, and related services agreements between the parties, CGI may agree to amend this Agreement to allow Client access to the Source Code for the sole purpose of maintaining the Client's access and use of the licensed CGI Advantage software, which shall remain otherwise subject to all the restrictions set forth in this Agreement, including the restriction set forth in Section B.(2) of this Exhibit on third party access to the Source Code.

2.   **Specifications.** The Specifications for the Software include those specifications and functional requirements identified or described in Exhibit C to the Agreement, as well as any specifications, requirements, and functionality set forth in the Documentation for the Software, including those specifications set forth in the documentation described in Section 3 below.

3.   **Licensed Documentation**. The Specifications for the Software listed in Section 1 of this Exhibit are set forth in the documentation available for download on the CGI website (https://sc.cgi.com/advantage/); referred to in this Agreement as the "Documentation."

Documentation for Bundled or Additional Third Party Software is available on the applicable third party website

4.   **License Type.** The Software is licensed to Customer on the following basis:

Site License. Customer and its Affiliates shall be permitted to install, access, and use the Software on or through computers, servers, and mainframes at the facilities listed below, with the exception of: (i) CGI infoAdvantage, which is, as further described below, licensed under a server license; and (ii) Bundled Products and Third Party Products, which may be subject to separate terms and conditions, as described below. Subject to the exceptions provided for in the immediately preceding sentence, the license granted to Customer and its Affiliates to the Software is without any limits as to the number of personal computers and servers at, on, or through which the Software is used, the number of users permitted to use the Software, or the number of copies of the Software being used. Customer may also remotely access the Software installed at the facilities listed below from any other location, using the capabilities of the Software. Customer will notify CGI in writing if there is a change with respect to the facility at which the Software is installed. In the event of the failure of the computers at the listed location(s), Customer may use the Software at a back-up computer facility in the United States until operations at the primary facility have been restored.

240 Church Street, Salinas, California 93901

Server License. Customer is permitted to use the CGI infoAdvantage Software on one (1) server(s) or mainframe(s). Should Customer desire to use the Software for or at additional facilities or, with respect to the CGI infoAdvantage Software, for additional servers or mainframes, Customer may purchase additional licenses from CGI.

5.   **Work That May Be Processed**. Customer may only use the Software to process Customer's own work and that of Customer's Affiliates, as defined and described in the Agreement. Customer may only use the CGI infoAdvantage Software with CGI Advantage databases.

Bundled Products and Third Party Products may be subject to separate terms and conditions, as described.

6.   **License Fees.** Except as noted, the licenses specified in this Exhibit A have been granted to Customer for License Fees previously paid. There are no license fees due for upgraded Bundled Products noted in Section 7 of this Exhibit. The Software added with this Amendment No. 8 is accepted upon execution of this Amendment No. 8.

7.   **Bundled Software Products.** Customer acknowledges that certain third party software products (the "Bundled Products") are bundled or included with the Software and shall be subject to and governed by their respective terms and conditions attached hereto or by their respective shrink wrap licenses, where noted. Except for the Bundled Products identified herein, no licenses for or to any third party products are provided by CGI under this Agreement. CGI does not itself give or make any warranty of any kind with respect to the Bundled Products or any third party products. Except as expressly otherwise provided in the Agreement, CGI will have no obligations for any third party products or for additional third party products.

The Bundled Products that CGI is providing to Customer hereunder are as follows:

Adobe Present Central Pro Output Server – 1 CPU & 10 Print Location production and 1 CPU & 10 Print location non-production - (*Maintenance services cancelled. Please see the Proprietary Software Maintenance Agreement for additional details)*
Adobe Present Output Designer – 2 Named User Licenses - (*Maintenance services cancelled. Please see the Proprietary Software Maintenance Agreement for additional details)*

Adobe RoboHelp® Office – 1 Named User License
Adobe FrameMaker® – 2 Named User Licenses for use with PatternStream
[Governed by Shrink-wrap License]

Convey Taxport SaaS – Real-Time Identity Verification, Bulk TIN Matching – 3 years of data storage *[Annual service, governed by Shrink-wrap License]*
Convey Taxport – Real-Time Identity Verification, Bulk TIN Matching

Finite Matters, Ltd. PatternStream® – 1 Runtime/Developer License

Versata Logic Server – 1 Application Specific Site License
Versata Designer Studio – 4 Named User Licenses

IBM WebSphere Application Server Network Deployment – 3,010 PVU (IBM Processor Value Units) Sub Capacity
IBM WebSphere Portal Express – 280 PVU
IBM WebSphere Enterprise Service Bus – 400 PVU
IBM WebSphere Server Processor – 280 PVU (Processor Value Unit)
[Additional IBM Terms provided as Attachment 1 of Amendment 6]

IRI CoSort – 1 non-production licenses for Intel Xeon /IBM 3650/1 CPU/4 Cores
[Governed by Shrink-wrap License]
IRI CoSort - 1 production licenses for Intel Xeon/IBM3560/8/32
[Governed by Shrink-wrap License]

Monsell EDM DeltaXML – 1 Site License

Meridian Global – Up to 5,000 users - (*Maintenance services cancelled. Please see the Proprietary Software Maintenance Agreement for additional details*)

SymPro - (1) Earnings Allocation Module Investment Portfolio Management, (1) Multi-User – 6 concurrent users, (1) Debt & Fixed Income Modules Management and Investments, (1) General Ledger Module and Interface to Advantage, and (1) Financial Services Module.

BA&T SAP BusinessObjects Business Intelligence Platform (CS) (licensed in blocks of 25) – 2
BA&T SAP BusinessObjects Web Intelligence (CS) (licensed in blocks of 25) – 2
BA&T SAP BusinessObjects Dashboard (CS) (licensed in blocks of 25) – 1
BA&T SAP BusinessObjects Explorer (CS) (licensed in blocks of 25) – 1
BA&T SAP BusinessObjects Intl Platform Mobile add-on (25 CS) (licensed in blocks of 25) – 1
BA&T SAP BusinessObjects Crystal Reports (CS) (licensed in blocks of 25) – 1
BA&T SAP BusinessObjects Business Intelligence Platform (User) – 27
SAP Application Standalone Business Analytics Professional User (User) – 4
[Governed by SAP End User License Terms as Attachment 5 of Amendment 6]

SAP Application Standalone BI Limited User (User) – 23
Note: The BusinessObjects Licenses specified in this Exhibit A are Unrestricted Data Licenses which allow the Customer to use the applicable software products with data processed by systems other than CGI Advantage® products except for data processed in the SAP ERP System (see SAP Software Use Rights Agreement at www.sap.com/company/legal/index.epx).

Actian (previously known as Pervasive®) Data Integrator Pro Developer™ – 2 Named User Licenses- 2 Core/each
Actian Data Integrator Pro Engine™ – 1 Prod & 1 Non Prod - 4 Core
[Governed by Pervasive Software Inc. License Agreement as Attachment 2 of Amendment 6]

Micro Focus Net Express (Windows) – 1 Named User License
Micro Focus Server for COBOL - <5,000 employees – Production and non-production
[Governed by MicroFocus End User License Agreement as Attachment 3 of Amendment 6]

Eclipse BIRT Engine and Eclipse BIRT Designer – Production – 2-core
Eclipse BIRT Engine and Eclipse BIRT Designer – Non-Production – 2-core
** Unlimited copies of BIRT Designer are included with BIRT Modules**

RedHat JBoss with Management - Premium – Prod – 2 cores
RedHat JBoss with Management - Premium – Non-Prod – 2 cores
[Governed by RedHat End User Terms and Conditions attached as Attachment 4 of Amendment 6]

Bundled Products Upgraded in this Amendment:

Convey Taxport SaaS – Real-Time Identity Verification, Bulk TIN Matching – 3 years of data storage – Upgrade to Taxport SaaS, up to 10,000 transactions;

Real-Time Identity Verification, Bulk TIN Matching – 3 years of data storage *[Annual service, governed by Shrink-wrap License]*

All rights of Client in and to the Bundled Products will be governed by the terms and conditions of this Agreement, and any additional supplier terms and conditions attached to or referenced in this Exhibit A as indicated in the product list above in this Section 9. In the event of conflict between the terms and conditions of this Agreement and applicable attached supplier terms and conditions, the applicable supplier terms and conditions take precedence. Without limiting the generality of the immediately foregoing sentence, CGI does not itself give or make any warranty or indemnification of any kind with respect to the Bundled Products. In addition, the Bundled Products may contain or require the use of open source products. Any open source products incorporated in, or used with, the Software are subject to the applicable open source license agreement. Violation by Client of the additional supplier terms and conditions attached to this Exhibit A in this or previous amendments may result in termination of Client's right to use the applicable Bundled Products under this Agreement. Such termination or changes in the Software which CGI may make from time to time may make it necessary for Client to acquire, at its own expense, updated versions of the Bundled Products or alternative products designated by CGI.

8.   **CGI Advantage Portal**. CGI shall for no additional fee, upon general availability of the CGI Advantage Portal, license the CGI Advantage Portal to Customer. This license shall be limited to CGI's CGI Advantage Portal software, exclusive of third party products; Customer will be responsible for purchases of any third party technology tools required for the operation of the CGI Advantage Portal.

Agreed to and initialed for identification by:

_____   _____
(Customer)   (CGI)