

Amendment No. 5
to
Proprietary Software License Agreement, #1396836
between
CGI Technologies and Solutions Inc.
and
Monterey County, California

This Amendment No. 5 to the Proprietary Software License Agreement (“Amendment”) by and between CGI Technologies and Solutions Inc. (“CGI”) and Monterey County, California (“Customer”) is made July ____, 2014 (“Amendment Effective Date”).

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

WHEREAS, Customer and CGI have agreed to remove and replace certain Bundled Software Product licenses as described in this Amendment;

WHEREAS, Customer and CGI have agreed to add certain Bundled Software Annual Subscription Products as described in this Amendment; 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. 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 provision set forth in the Amendment and the Agreement, this Amendment shall govern and control.

2. Replacement of Business Objects Licenses

CGI hereby grants the Customer, and Customer hereby accepts, a nonexclusive and nontransferable license to use the third party computer software components described in Exhibit A to this Amendment (for purposes of this Amendment, the “Software”) subject to the terms and conditions specified in Exhibit A. The Bundled Software products comprise confidential information and may not be disclosed to third parties without CGI’s prior written consent.

Section 3 (“Bundled Software Products”) of Exhibit A to the Agreement is modified by removing the Restricted Business Objects licenses specified herein and replacing them with the Unrestricted Business Objects licenses specified in Section 3 (“Bundled Software Products”) of Exhibit A of this Amendment (“Replacement Licenses”).

3. Addition of Convey Taxport Annual Subscription Products

Section 3 (“Bundled Software Products”) of Exhibit A to the Agreement is modified by adding the Convey Taxport licenses specified in Section 3 (“Bundled Software Products”) of Exhibit A of this

Amendment (“Annual Subscription Products”), and as covered in the Master Proprietary Software Maintenance Agreement.

4. License Fees

As compensation for the license to use the Software, Customer shall pay CGI the license fee set forth below:

Item	License Price
Trade-In Restricted License Discount	\$ (132,856.00)
Replacement Licenses Fee (Includes Trade-In Discount) *	\$ 99,999.00
- BA&T SAP BusinessObjects Business Intelligence Platform (CS) (licensed in blocks of 25) – 1	
- BA&T SAP BusinessObjects Web Intelligence (CS) (licensed in blocks of 25) – 1	
- 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	
- SAP Application Standalone BI Limited User (User) – 23	

**License Fee of \$99,999.00 for Replacement Licenses Fees (listed above) are due from and payable by the Customer upon execution of this Amendment.*

5. Exhibit A

Exhibit A, including all schedules and attachments thereto, 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)

(Print Name)

(Print Name)

(Title)

(Title)

EXHIBIT A

CGI Technology and Solutions Inc. Proprietary Software License Agreement

1. **Licensed Software.** CGI has licensed to the 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
- Treasury Accounting

CGI Advantage Procurement System including:

- Professional
- Vendor

CGI Advantage Performance Budgeting including:

- Performance Budgeting and Formulation
- Salary and Benefit Forecasting
- Budget Book Publishing

CGI Advantage Human Resource Management System including:

- Human Resources
- Position Control
- Benefits Administration
- Time and Attendance
- Payroll Management
- Employee Self Service
- Learning Management (powered by Meridian)

CGI infoAdvantage[®] Server Bundle

2. **Work That May Be Processed.** Customer may only use the Software to process Customer's own work.
3. **Bundled Software Products.** CGI is providing the following Bundled Software Products to Customer, which is required to be used in connection with Advantage Software, unless otherwise noted:

Current Bundled Software Products:

Adobe Present Central Pro Output Server – 1 production and 1 non-production printer output license [*Governed by Shrink-wrap License*]

Adobe Present Output Designer – 2 Named User Licenses [*Governed by Shrink-wrap License*]

Adobe RoboHelp[®] Office – 1 Named User License [*Governed by Shrink-wrap License*]

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

Convey Taxport – Real-Time Identity Verification, Bulk TIN Matching

Pervasive[®] Data Integrator Pro Developer[™] – 2 Named User Licenses [*Governed by Shrink-wrap License*]

Pervasive Data Integrator Pro Engine[™] – 1 CPU production and 1 CPU non-production license (Single threaded) [*Governed by Shrink-wrap License*]

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 – 2,800 PVU (IBM Processor Value Units) Sub Capacity

IBM WebSphere Portal Express – 200 PVU

IBM WebSphere Enterprise Service Bus – 400 PVU

[See attached for additional IBM Terms]

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]*

Micro Focus Net Express (Windows) – 1 Named User License *[Governed by Shrink-wrap License]*

Micro Focus Application Server for Net Express (Windows) – 1 Server License for up to 10 concurrent batches/users license – Production and non-production *[Governed by Shrink-wrap License]*

Monsell EDM DeltaXML – 1 Site License

Meridian Global – Up to 5,000 users

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.

Licenses Removed with this Amendment:

Business Objects Application Specific Server Bundle – 1 production and 1 non-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 Licenses

Annual Subscription Products (Added with this Amendment):

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

Replacement Licenses (Added with this Amendment):

BA&T SAP BusinessObjects Business Intelligence Platform (CS) (licensed in blocks of 25) – 1

BA&T SAP BusinessObjects Web Intelligence (CS) (licensed in blocks of 25) – 1

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
SAP Application Standalone BI Limited User (User) - 23

Note: The Replacement 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).

All rights of Customer in and to the Bundled or Additional Third Party Software Products will be governed by the terms and conditions of this Agreement, unless otherwise specified above. CGI does not itself give or make any warranty of any kind with respect to the Bundled Software Products. Changes in the Software which CGI may make from time to time may make it necessary for Customer to acquire, at its own expense, updated versions of the Bundled Software Products or Additional Third Party Software.

Agreed to and initialed for identification by:

(Customer)

(CGI)

Additional Terms to Exhibit A Terms for IBM Sub-Capacity License

1. Definitions

Audit Report Period – The period that begins on the first day in a calendar quarter and ends on the last day in the calendar quarter. Alternatively, if your fiscal year is different from the calendar year, you may choose to begin the period on the first day in your fiscal quarter and end on the last day in your fiscal quarter. This period may also be monthly or weekly depending on your requirements.

Audit Reports – A set of reports available in the IBM License Metric Tool (“ILMT”), or by another method acceptable to IBM as specified at

<http://www.ibm.com/software/lotus/passportadvantage/subcaplicensing.html>, These reports provide the Processor Value Unit (“PVU”) license requirements based on the Virtualization Capacity available to the Eligible Sub-Capacity Product.

Eligible Sub-Capacity Product – A Product for which Sub-Capacity Licensing is available. See listing at <http://www.ibm.com/software/lotus/passportadvantage/subcaplicensing.html>.

Eligible Virtualization Environment – A server or a group of servers cooperating as a single computing entity that contain an Eligible Processor Technology, an Eligible Operating System Technology, and an Eligible Virtualization Technology;

- **Eligible Operating System Technology** – An operating system for which Sub-Capacity Licensing is available. See listing at: <http://www.ibm.com/software/lotus/passportadvantage/subcaplicensing.html>
- **Eligible Processor Technology** – A processor technology for which Sub-Capacity Licensing is available. See listing at: <http://www.ibm.com/software/lotus/passportadvantage/subcaplicensing.html>
- **Eligible Virtualization Technology** – A virtualization technology for which Sub-Capacity Licensing is available. An Eligible Virtualization Technology is capable of restricting processor capacity to a subset of the total physical capacity, sometimes referred to as partition, LPAR, or virtual machine. See listing at: <http://www.ibm.com/software/lotus/passportadvantage/subcaplicensing.html>

Full Capacity – The total number of physical processor cores activated and available for use by the Eligible Sub-Capacity Product(s) on a server.

Processor Chip – Electronic circuitry containing one or more Processor Cores that plugs into a Processor Socket.

Processor Core(s) – A physical functional unit within a computing device that interprets and executes program instructions and consists of at least one instruction control unit and one or more arithmetic and logic units. A multi-core technology allows two or more Processor Cores to be active on a single Processor Chip. A System z Integrated Facility for Linux (IFL) engine is considered a single Processor Core.

Processor Socket – Electronic circuitry that accepts a Processor Chip.

Processor Value Unit(s) – A metric used by IBM to assign a value to a Processor Core. The Processor Value Unit licensing model is described at:

http://www.ibm.com/software/lotus/passportadvantage/pvu_licensing_for_customers.html.

Service Provider – an entity that provides IT Services for end user customers, either directly or through a reseller.

Sub-Capacity Licensing – Licensing of Eligible Sub-Capacity Products based on Virtualization Capacity.

Virtualization Capacity – the highest peak processor capacity available to an Eligible Sub-Capacity Product when deployed on an Eligible Virtualization Environment. Rules for calculating the Virtualization Capacity for each Eligible Virtualization Environment can be found at <http://www.ibm.com/software/lotus/passportadvantage/subcaplicensing.html>.

2. Authorizations.

- a. A Proof of Entitlement (PoE) must be acquired by you for the total number of PVUs associated with the Virtualization Capacity available to an Eligible Sub-Capacity Product.
- b. Prior to an increase in an Eligible Sub-Capacity Product's Virtualization Capacity, you must first acquire additional authorizations, including Subscription and Support, if applicable.
- c. IBM does not give credits or refunds for charges already due or paid if an Eligible Product's use falls below the authorized level of use.

3. IBM's Responsibilities.

IBM will make available and authorize you to use:

- a. the ILMT at no charge, when ordered by you. IBM provides the ILMT to you for your compliance with these Sub-Capacity Licensing terms; and
- b. the Information Center included with the ILMT to aid in your compliance with these Sub-Capacity Licensing terms.

You may make copies of the ILMT and Information Center for your compliance with these Sub-Capacity Licensing terms.

4. Customer's Responsibilities under Sub-Capacity Licensing Terms.

While using Sub-Capacity licensing, you must agree to:

- a. install and configure the most current version of the IBM License Metric Tool ("ILMT") in accordance with the ILMT Information Center, within 90 days of your first Eligible Sub-Capacity Product deployment on an Eligible Virtualization Environment, to enable the collection of Virtualization Capacity data by Eligible Sub-Capacity Products and generate Audit reports in accordance with the Sub-Capacity Licensing terms. Exceptions to this requirement are:
 - 1) when the ILTM does not yet provide support for your Eligible Virtualization Environment;
 - 2) if your enter Enterprise has fewer than 1000 employees and contractors, and you are not a Service Provider, nor have you contracted with a Service Provider to manage their Eligible Virtualization Environment;
 - 3) if the total physical capacity of your Enterprise servers with an Eligible Virtualization Environment, measured on a Full capacity basis, but licensed using sub-capacity terms is less than 1,000 PVUs.
 - 4) when your servers with Eligible Sub-Capacity Products are licensed to the Full capacity of the servers.

- For these exceptions, use of the IMLT, while recommended, is not required for Sub-Capacity Licensing. In lieu of the ILMT, you are required to manually manage and track your Eligibility Virtualization Environment, and manually prepare Audit reports documenting the Virtualization Capacity by Eligible Sub-Capacity Product for their Eligible Virtualization Environment during each calendar or fiscal quarter. These Audit reports must contain the information listed in the example Audit Report available at <http://www.ibm.com/software/lotus/passportadvantage/sublicensing.html>. These Audit Reports must be prepared as frequently as is required to maintain a history of increase to CVirtualization Capacity, but no less often than once per quarter and must be maintained for at least two years to demonstrate your ongoing compliance with Sub-Capacity Licensing terms;
- b. promptly install new versions, releases, modification, or code corrections ("fixes") of the IMLT that IBM makes available. You will need to subscribe to Tivoli Support notification via <http://www.ibm.com/support/mynotifications> in order to be notified when these become available;
 - c. generate, using ILTM or manually, Audit Reports at least each calendar or fiscal quarter and retain for a period of not less than two years the Audit Reports and make these reports available to IBM upon notice as specified in Section 2. Failure to generate Audit Reports or make Audit reports available to IBM will result in charging you for Eligible Sub-Capacity Products under Full Capacity terms;
 - d. assign a person in your organization with authority to manage and promptly resolve any questions on Audit reports or inconsistencies between Audit Report contents, license entitlements, or ITLM configuration;

- e. notify CGI if Audit Reports reflect Eligible Sub-Capacity Product use in excess of their authorized level. You agree to promptly submit an order to IBM including Subscription and Support coverage based on the date you exceeded your authorized level.

5. Compliance Verification.

Upon reasonable notice, IBM may verify your compliance with this Amendment and for all Eligible Virtualization Environments in which you uses or installs Eligible Sub-Capacity Products subject to the terms of this Amendment for any purpose. Such verification will be conducted in a manner that minimizes disruption to your business and may be conducted your premises, as IBM determines, during normal business hours. IBM may use an independent auditor to assist with such verification, provided IBM has a written confidentiality agreement in place with such auditor.

The Customer will create, retain, and provide to IBM and its auditors written records, system tool outputs, evidence of the license entitlements provided to you, and other system information sufficient to provide auditable verification to IBM that your installation and use of Eligible Sub-Capacity Products is in compliance with the terms of this Amendment, including, without limitation, all of IBM's applicable licensing and pricing qualification terms.

IBM will notify you in writing if any such verification indicates that you have used Eligible Sub-Capacity Products in excess of your authorized level of use or you are otherwise not in compliance with this Amendment. You agree to promptly pay directly to IBM i) the charges as IBM specifies in an invoice for any additional licenses equal to the quantity used in excess of authorized level of use and applicable Subscription and Support offerings, as applicable, for such licenses for the lesser of the time that such licenses have been used or two years, and ii) any additional charges and other liabilities determined as a result of such verification

The rights and obligations set forth in this section remain in effect during the period the Eligible Sub-Capacity Product is licensed to you, and for two years thereafter.

6. Additional Terms.

Product deployments that are not able to meet these Sub-Capacity Licensing requirements must be licensed using Full Capacity terms.

IBM may change the terms of this Amendment by giving you written notice. These changes will be effective at the next 12 month anniversary of your TD containing "Eligible Sub-Capacity Products". Otherwise, for a change to be valid, both of us must sign it. Additional or different terms in any written communication from you are void.