

Amendment No. 15
to
Proprietary Software Maintenance Agreement No. 1402716
between
CGI Technologies and Solutions Inc.
and
Monterey County, California

This Amendment No. 15 to the Proprietary Software Maintenance Agreement (“Amendment”) by and between CGI Technologies and Solutions Inc. (“CGI”) and Monterey County, California (“Customer”) is made January 1, 2018 (“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;

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

WHEREAS, Customer and CGI have agreed to increase the Agreement to allow for maintenance payments for the addition of new and upgraded Licensed Software and Bundled Software Products (“Software”) during the existing term of the Agreement; 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. Exhibit A

Exhibit A of the Agreement is replaced in its entirety with the attached Exhibit A to update the Maintenance Fee Schedule for calendar years 2018 and 2019 to reflect the extension of maintenance services.

3. Payment Terms

The 2018 Maintenance Fees specified in Section 2 of Exhibit A for upgraded and added Bundled Software are due from and payable by the Customer upon execution of this Amendment. The 2018 Maintenance Fees specified in Section 2 of 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 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 TECHNOLOGIES AND SOLUTIONS INC.
Proprietary Software Maintenance Agreement

1. **Maintenance Period.** The Maintenance period is January 1, 2018 through June 30, 2019.
2. **Maintenance Fee.** The maintenance fee for the Maintenance Period shall be as follows:

	January 2018 thru December 2018	January 2019 thru June 2019
Advantage Software	\$ 497,682.44	\$ 261,283.28
Advantage Bundled Software Products	\$ 309,995.09	\$ 171,698.88
Maintenance Fee Total	\$ 807,677.53	\$432,982.16

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 made effective as of April 7, 2008, as amended.
4. **Software.** The maintenance services under this Agreement 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 following products. Therefore, these products will not be eligible for standard maintenance, patches or upgrades. If, at a later date, Customer chooses to reinstate these products under maintenance or for an upgrade, CGI may charge back maintenance or a new license fee, whichever is less. Maintenance services do not include the following Software and Third Party Products:
 - 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)