MASTER PROPRIETARY SOFTWARE LICENSE AGREEMENT

This Master Proprietary Software License Agreement (together with the Exhibits and other attachments hereto, the "Agreement") is dated effective as of April 7, 2008 (the "Effective Date") by and between the County of Monterey ("Customer"), a political subdivision of the State of California having a place of business at 1260 S. Main Street, Salinas, CA 93901, and CGI Technologies and Solutions Inc. ("CGI"), a Delaware corporation having its principal place of business at 4050 Legato Road, Fairfax, Virginia, 22033.   In consideration of the premises and the mutual covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1.   **LICENSE**

A.   **Grant**. CGI hereby grants to Customer and its Affiliates (as defined in Section 1G, below) a perpetual, irrevocable (unless this Agreement is terminated in accordance with Section 10.B), nonexclusive, nontransferable, royalty-free and (subject to Customer's payment of any license fees specified with respect to any given Software (as defined below) in Exhibit A attached hereto or in any amendment to Exhibit A that is mutually agreed upon in writing by the parties with respect to any given Software) fully-paid license and right to (commencing on the Effective Date with respect to the Software identified in Exhibit A and commencing upon execution by both parties of the applicable mutually agreed-upon amendment to Exhibit A with respect to any other Software) install, use, execute, operate, copy, display, and perform the computer software components (the "Software") and documentation (the "Documentation") listed in Exhibit A (or in any amendment to Exhibit A executed in writing by the parties from time to time) on the terms and conditions of this Agreement. The term "Software" as used in this Agreement, includes any patches, fixes, upgrades, enhancements, new versions, and maintenance releases to the Software that may be provided to Customer from time to time under a separate maintenance agreement executed by the parties, if any (a "Maintenance Agreement"), but, unless otherwise mutually agreed by the parties in writing, such term specifically excludes any other modifications or customizations to the Software. In addition, provided that a Maintenance Agreement is then in force and effect, any product or other item of computer software that is a successor product to the Software, that is offered or generally made available by CGI (or any successor or assign of CGI hereunder) at any time, and that contains eighty percent (80%) or more of the functionality, as reasonably determined in accordance with the applicable documentation, of any Software licensed to Client hereunder shall also be deemed to constitute Software, regardless of when or how marketed by CGI. The term "Software", as used in this Agreement, shall not include Bundled Products or Third Party Products, each as defined in Exhibit A. The term "Documentation," as used in this Agreement, includes not only any documentation specifically identified in Exhibit A (or any amendment to Exhibit A that is mutually agreed upon in writing by the parties and pursuant to which Software is licensed to Customer hereunder), but also: (i) any documentation, manuals, technical and functional descriptions, and the like for any patches, fixes, upgrades, enhancements, new versions, and maintenance releases to the Software that are provided to Customer from time to time under the Maintenance Agreement; and (ii) any other documentation, manuals, technical and functional descriptions, and the like that are generally made available by CGI to the licensees of the given Software. Documentation for any given Software shall be delivered to Customer at the same time as the Software.

B. **Source Code**.

    (i)   *License*. To the extent that CGI provides or makes available the source code for any given Software (excluding, for the avoidance of doubt, any Bundled Products (as defined in Section 9 of Exhibit A hereto) and any Third Party Products) to any of its other customers licensing such Software: (i) CGI shall promptly provide such source code to Customer; (ii) the term "Software" shall be deemed to include such source code; (iii) Customer and its Affiliates may, and CGI hereby grants Customer and its Affiliates a license and right to, install, use, copy, modify, enhance, compile or assemble, and create derivative works of such source code, in order to maintain and enhance the Software and for no other purpose. In addition, Customer and its Affiliates may modify the Software and Documentation and merge them into other materials to form derivative works for Customer's and its Affiliates' own use. Any portion of the Software or Documentation included in such a derivative work will continue to be subject to all terms of this Agreement, but, subject to CGI's rights to the Software and the Documentation, as between the parties, Customer shall exclusively own all other portions of any such derivative works. Upon termination of the license for the Software, Customer will deliver to CGI or destroy any portion of the Software or Documentation contained in any such derivative works, as provided in Section 10.C.

    (ii)   *Retained Rights*. CGI acknowledges that if it, as a debtor-in-possession, or a bankruptcy court or a trustee in bankruptcy, in a case under Title 11 of the United States Code (the "Bankruptcy Code"), rejects this Agreement or any agreement supplementary to this Agreement, Customer may elect to retain its rights under this Agreement or such supplementary agreement, as provided in Section 365(n) of the Bankruptcy Code. Neither CGI nor any bankruptcy court or trustee shall interfere with the rights of Customer that are provided for in this Agreement.

C. **Restrictions and Use**. Customer may use the Software only to process its work and that of its Affiliates and only on the terms and conditions of this Agreement. Without limiting the rights of Customer's Affiliates to use the Software hereunder, Customer may not use the Software to provide services to third parties as part of a commercial time-sharing or service bureau operation or in any other resale capacity. Customer may use the Documentation solely in support of the Software and the use and operation of the Software. Customer may interface any other systems developed or acquired at any time by Customer or its Affiliates (including, but not limited to, any third-party systems or applications licensed by Customer or its Affiliates) to or with the Software, all without additional license fees or other charges to Customer, except that if Customer requests CGI to provide material services to Customer in connection with any such interfacing, then such services shall be provided pursuant to a separate written agreement between the parties.

D. **Third-Party Use**. The license and rights granted in this Section 1 include the right for Customer and its Affiliates to, subject to Section 3, permit their respective third-party consultants and service-providers (including, but not limited to, outsourcers) to access, use, operate, and copy the Software as reasonably necessary to fulfill their contractual duties to Customer and its Affiliates, subject to the advance written consent of CGI (which consent shall not be unreasonably withheld or delayed) and any such third-party

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consultant or service-provider executing a third-party access agreement in the form of Exhibit D attached hereto.

E. **License Only**. This Agreement does not convey to Customer title or ownership of the Software and Documentation, but only a license and right of limited use in accordance with this Agreement. All material terms and conditions of this Agreement are material terms of the license granted by this Agreement.

F. **Right of Exchange**. Customer shall have the right to, at any time and from time to time, at no additional charge, exchange any Software then licensed by Customer hereunder for a given technology platform (e.g., for a specific operating system or database management system) for the analogous software (i.e., for software having generally equivalent functionality) that is then generally made available by CGI for any other technology platform (e.g., Customer may exchange Software for any given database management system (e.g., Microsoft SQL Server) for software that CGI is then making generally available for another database management system (e.g., Oracle)), provided that: (i) a Maintenance Agreement is then in force and effect between Customer and CGI; (ii) Customer is current in payments due under such Maintenance Agreement; and (iii) Customer pays any fees that may be due in connection with such exchange due to differences in the respective list prices in the different versions of the Software, as such fees are then generally charged by CGI to its other customers in connection with such an exchange.

G. **Affiliates**. As used in this Agreement, the term "Affiliate" means: (i) with respect to CGI, any entity that controls, is controlled by, or is under common control with, CGI, where for this purpose, and without limiting the foregoing, any person or entity that owns more than fifty percent (50%) of the outstanding voting securities (or other equity interests) of any other entity shall be deemed to control such other entity; and (ii) with respect to Customer, any of those agencies, bodies, boards, or other governmental entities or organizations (including organizations such as, for example, special districts (e.g., school districts and fire districts), courts, hospitals, joint power agencies, employee retirement boards, etc.) located in whole or in part within the jurisdictional boundaries of the County of Monterey, California (or otherwise having a reasonable connection to such County) and for which, at any given time, Customer or any agency, department, or office of Customer's (including, for example, the Monterey County Auditor-Controller's Office) provides information technology services, support, or operation or otherwise serves the information technology needs of, currently including those entities identified in Exhibit B attached hereto.

2. LICENSE FEES

A. **License Fees**. As the sole and entire compensation for the license and other rights provided to Customer under this Agreement, Customer will pay: (i) with respect to the Software identified in Exhibit A, the license fees specified in Exhibit A; and (ii) with respect to any Software licensed by Customer after the Effective Date, the license fees specified in the applicable written amendment to Exhibit A executed by the parties in which such Software is identified as being licensed to Customer hereunder.

B. **Taxes**. If Customer at any time qualifies as a tax exempt entity, Customer will provide CGI with a copy of Customer's tax exemption certificate. Otherwise, Customer agrees to

pay directly or reimburse CGI for any taxes arising out of this Agreement or CGI's performance under this Agreement, excluding taxes on CGI's net income or property and all employer reporting and payment obligations with respect to CGI's (or any of its subcontractors') personnel.

C. **Payments**. All fees and expenses are to be paid to CGI in United States dollars, by wire transfer of funds to an account designated by CGI reasonably in advance of when payment is due or by check sent to CGI at P.O. Box 101043, Atlanta, Georgia 30392. Any invoice submitted by CGI hereunder shall set forth the amounts claimed by CGI, together with an itemized basis for the amounts claimed and such other information pertinent to the invoice as Customer may require. Customer's designee shall promptly (within ten (10) days after receipt) review and, if acceptable, approve each invoice, notifying CGI of any errors that are discovered with any invoice, and with CGI promptly resubmitting a corrected invoice in such a case. Once approved, Customer's designee shall promptly (within ten (10) days) submit such invoice to Customer's Auditor Controller for payment. Any invoiced amounts not disputed in good faith by Customer are due and payable within thirty (30) days after Customer's Auditor Controller receives the invoice for payment.

D. **Set-off**. Customer may set off against any and all amounts otherwise to be paid to CGI pursuant to any of the provisions of this Agreement any amounts claimed in good faith by Customer to be owed by CGI to Customer in respect of this Agreement or of any other written agreement between the parties. Within thirty (30) days after any set-off by Customer pursuant to this Section, Customer shall provide CGI with a detailed written accounting of such set-off and a written statement of the reasons for such set-off.

3. NONDISCLOSURE

A. **Definition**. As used in this Agreement, "Confidential Information" means, with respect to either party, information belonging to such party, or to which such party otherwise has rights outside of this Agreement, that is, or that should reasonably under the circumstances be understood to be, confidential or trade secret, or that is marked or identified as "proprietary", "confidential", "trade secret", or in some similarly obvious manner, at the time it is furnished or disclosed in connection with this Agreement. Confidential information shall include, but shall not be limited to, any technical information, formulas, materials, data, reports, programs, documentation, diagrams, ideas, concepts, techniques, processes, inventions, knowledge, know-how, and trade secrets that are at any time developed, created, or acquired by either party. Confidential Information may be provided: (i) in tangible form and either marked or designated in writing in a manner to indicate it is confidential or a trade secret or otherwise of a nature that a reasonable person would understand it to be confidential or a trade secret; or (ii) in intangible form and either be of a nature that a reasonable person would understand it to be confidential or a trade secret or be identified as confidential or a trade secret in a writing provided to the receiving party within thirty (30) business days after disclosure. Confidential Information includes, but is not limited to, any information meeting the above requirements that pertains to: (i) with respect to CGI, CGI's information and materials and the Software and associated training materials and Documentation; or (ii) with respect to Customer: (a) any information and data relating to or describing Customer's or its Affiliates' practices, personnel, agents, subcontractors, clients, customers, constituents, patients, suppliers, products, services, orders, operations,

business, financials, costs, or margins, that is not generally known or available to the public; and (b) any other records, data, information, and other materials in the control of CGI, or created, collected, processed, handled, stored, transmitted, or received by either party, in any form or media, in connection with this Agreement, the disclosure of which is prohibited, whether by law, statute, governmental regulation, or ordinance; and (iii) with respect either party, but subject to all applicable laws and regulations (including, but not limited to, by the California Public Records Act (i.e., CAL. GOV'T CODE §§ 6250 *et seq.*) or the Ralph M. Brown Act (i.e., CAL. GOV'T CODE §§ 54950 *et seq.*)), this Agreement and the terms and conditions hereof.

B.   **Restrictions**. The Confidential Information of each party shall remain the property of such party, and neither party shall be deemed by virtue of this Agreement, or by any access to the other party's Confidential Information, to have acquired any right, title or interest in or to the other party's Confidential Information, except as expressly provided for in this Agreement. Each party agrees: (i) to hold the Confidential Information of the other party in strict confidence; (ii) to limit disclosure of any Confidential Information of the other party to those employees and third-party service providers, consultants, and contractors of such party (and, with respect to Customer, its Affiliates) who are subject to written obligations of confidentiality substantially similar to those set forth herein (or who are otherwise subject to a legal duty to protect such information) and who have a reasonable need to know such Confidential Information for the purposes of performing their duties for such party; (iii) not to disclose any Confidential Information of the other party to any third party except as expressly permitted hereunder; (iv) to use the Confidential Information of the other party solely and exclusively in accordance with the terms of this Agreement, as necessary and appropriate to carry out its obligations and exercise its rights under this Agreement; (v) to afford the Confidential Information of the other party at least the same level of protection against unauthorized disclosure or use as such party normally uses to protect its own information of a similar character, but in no event less than reasonable care; and (vi) to notify the other party promptly upon becoming aware of any unauthorized use or disclosure of any Confidential Information of the other party and to cooperate with and assist the other party in every reasonable way to stop or minimize any such unauthorized use or disclosure. A party receiving Confidential Information of the other party assumes full responsibility and liability for the acts or omissions of its employees, service providers, consultants, and contractors or subcontractors (and the employees of such service providers, consultants, and contractors or subcontractors) with respect to such Confidential Information.

C.   **Exceptions**. Notwithstanding the foregoing provisions of this Section 3, the obligations of confidentiality and non-disclosure imposed under this Section 3 shall not apply to, and Confidential Information shall not include, information that a party can demonstrate: (i) was published or otherwise made a part of the public domain after disclosure to such party, through no breach of this Agreement by such party; (ii) was in the public domain at the time of disclosure to such party, through no breach of this Agreement by such party; (iii) was already in the possession of such party, without such party being under any obligations of confidentiality with respect thereto, at the time of disclosure by the other party hereunder; (iv) was received or obtained by such party, without such party assuming any obligations of confidentiality with respect thereto, from a third party who had a lawful right to disclose such information to such party; (v) was independently developed by such party without reference to Confidential Information of the other party and not in connection with this Agreement or performance hereunder; or (vi) constituted

public records, or records otherwise required by law to be open or available to the public, under applicable law (including, but not limited to, under the California Public Records Act (i.e., CAL. GOV'T CODE §§ 6250 *et seq.*) or the Ralph M. Brown Act (i.e., CAL. GOV'T CODE §§ 54950 *et seq.*)).

D. **Required Disclosures**. Either party may disclose Confidential Information of the other party to the extent disclosure is required by law (including, but not limited to, by the California Public Records Act (i.e., CAL. GOV'T CODE §§ 6250 *et seq.*) or the Ralph M. Brown Act (i.e., CAL. GOV'T CODE §§ 54950 *et seq.*)) or by order of a court or governmental agency. The party that is subject to such law or order shall use all commercially reasonable efforts to: (i) maintain the confidentiality of the Confidential Information of the other party by giving the other party prompt notice of the required disclosure; and (ii) cooperate with the other party to protect the confidentiality of such Confidential Information. The party who owns such Confidential Information (or to whom such Confidential Information otherwise pertains) shall have the right to seek, with the other party's assistance and cooperation, a protective order or otherwise protect the confidentiality of such Confidential Information.

E. **Injunctive Relief**. Each party acknowledges and agrees that, in the event of any breach of any provision of this Section 3 by that party, or by its personnel, agents, subcontractors, or service providers, such breach may cause immediate and irreparable injury to the other party that cannot be adequately compensated for in damages, and that, in the event of any such breach and in addition to, and not in lieu of, any other rights and remedies available at law or in equity, the other party shall be entitled to seek injunctive relief from any court of competent jurisdiction, without bond or other security, and other measures restraining further attempted or threatened breaches of such provisions.

F. **Return**. Upon any termination or cancellation of this Agreement, and upon the request of the other party, each party shall promptly return, or, at the other party's option, destroy, all of the other party's Confidential Information (and all copies thereof) in such party's possession or control to which continuing rights are not otherwise granted hereunder (except that Customer shall be entitled to retain a copy of CGI's Confidential Information only to the extent required by applicable law and CGI may retain one (1) copy of all of its work product (including working papers) produced under the Contract Documents for archival purposes). Notwithstanding anything to the contrary in this Section 3F, to the extent and for so long as such return or destruction is infeasible (e.g., with regard to Confidential Information of the other party retained in the memories of a party's employees), the protections of this Section 3 shall continue to apply to such Confidential Information. In the event that the return or destruction of Confidential Information of the other party is infeasible, the party unable to return or destroy such Confidential Information shall promptly notify the other party in writing, indicating the reason for such inability, the expected duration, and the specific Confidential Information to which such inability applies.

G. **Duration**. The duties and obligations of confidentiality set forth in this Agreement shall survive in perpetuity after termination or cancellation of this Agreement unless otherwise limited by applicable law, in which case, such duties and obligations shall survive for the longest period of time permitted under applicable law.

4. PERMISSION TO COPY THE SOFTWARE

A. **Copies**. Customer may make a reasonable number of copies of the Software for back-up and archival purposes. Customer may copy the Documentation as it deems appropriate to support Customer's use of the Software in accordance with this Agreement, subject to any restrictions specified in Exhibit A. Any copies Customer makes of the Software or Documentation, in whole or in part, shall constitute Software or Documentation, as applicable, and shall, accordingly, be subject to the terms of this Agreement.

B. **Restrictions**. Except with regard to any Software for which the source code is provided to Customer by CGI hereunder, Customer agrees not to reverse engineer, decompile, or disassemble, as applicable, any Software (or any algorithms or procedures contained in any Software), for any reason. Nothing in this Section limits or otherwise affects the parties' respective obligations of nondisclosure under Section 3.

C. **Trademarks**. Customer agrees to reproduce and include CGI's copyright, trademark, and other proprietary rights notices that are included on the original or any copies of the Software and Documentation provided by CGI to Customer hereunder on any copies of the Software and Documentation made by Customer and its Affiliates, including partial copies and copied materials in derivative works.

5. ACCEPTANCE TESTING

A. **General**. The Software shall be provided by CGI to Customer in conformance in all material respects with the applicable Specifications (as defined in Section 6.F) and Documentation (the "Acceptance Criteria"). Acceptance testing of the Software licensed hereunder will be conducted in accordance with the procedures set forth in this Section 5, except as expressly otherwise provided below in this paragraph. For the purposes of this Section 5, when written notification is required, and when appropriate, email correspondence will constitute written notification. All time periods specified in the following procedures are defaults that may be overridden by mutual written agreement of the parties, on a case-by-case basis, that expressly references the applicable subsection of this Section 5 and indicates the applicable time period that is being modified. For the avoidance of doubt, any references to Customer's "Acceptance" of any particular item in this Agreement, or in any Exhibit hereto or other document incorporated herein, without further qualification or clarification, shall be deemed to refer, as applicable, to either: (a) Customer's "Pre-Live Acceptance" of the Software with Section 5B; or (b) Customer's "Post-live Acceptance" of the Software in accordance with Section 5C (or, in each case, Customer's deemed Pre-live Acceptance or Post-live Acceptance thereof, as expressly provided for in this Section 5). If CGI is providing implementation, configuration, integration, or similar services with respect to any given Software pursuant to a separate written agreement, the parties shall, unless otherwise mutually agreed by the parties in writing, adhere to and test such Software pursuant to the acceptance testing provisions set forth in such other agreement, rather than those set forth herein.

B. **Pre-live Acceptance**.

(i)   *Acceptance Tests*. A reasonable time prior to the date on which, as mutually agreed by the parties, CGI is scheduled to make any given Software available to Customer for testing in Customer's non-live, test environment, Customer, with

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the cooperation and assistance of CGI, shall prepare a proposed testing plan for such Software (each such plan, a "Test Plan") that includes, at a minimum, a description of appropriate test cases to be used, and the data that will be required to be loaded in the test environment, for the testing of such Software, as well as a detailed description of how such data should be loaded. Using the Test Plan, Customer shall then, with the cooperation and assistance of CGI, develop detailed test scripts, and expected results, for the testing of such Software. CGI shall promptly review and provide Customer with any feedback or suggested modifications to such materials. A reasonable time prior to the date, as mutually agreed by the parties, on which CGI is scheduled to make the Software available to Customer for such testing, the parties will mutually agree upon the testing procedures for the Software (the "Acceptance Tests"). Unless otherwise specifically provided in the Acceptance Tests, the testing for any given Software shall include: (i) confirming that any tasks and activities regarding the installation, implementation, or testing of such Software for which either party is responsible (as provided for herein or as otherwise mutually agreed by the parties) have been done in an appropriate manner to meet the requirements of this Agreement, with each party promptly taking, and using commercially reasonable efforts to cause third parties under its direction or control to promptly take, reasonable and appropriate corrective action within the scope of such party's obligations hereunder, if such is not the case; and (ii) reasonable and appropriate testing of the Software, in accordance with the Acceptance Tests, to confirm that it conforms to the applicable Acceptance Criteria, including, but not limited to, if and as provided in the applicable Test Plan: (a) testing to confirm integration and interfacing of such Software with Customer's other applicable software and systems; (b) volume/stress testing of the Software under peak conditions to measure response time and reaction to load and to confirm that the Software conforms to any applicable Specifications and any performance metrics mutually agreed upon by the parties in writing; and (c) when mutually agreed upon by the parties, parallel testing to confirm that the Software produces results consist with those produced by any applicable legacy systems of Customer.

(ii) *Pre-live Testing*. Once the installation of any given Software in a non-live, test environment (in which a representative sample of Customer's production data has been loaded) has been completed and CGI has successfully completed CGI's installation test and notified Customer that the Software is ready for acceptance testing, Customer shall begin testing such Software in such environment, using the applicable Acceptance Tests, to determine whether such Software performs (as applicable, individually and/or collectively with any other applicable Software that has been provided by CGI to Customer) in accordance with the applicable Acceptance Criteria. After Customer has conducted such testing of such Software for the period of time specified in the Acceptance Tests, or for a period of thirty (30) consecutive calendar days, if such a period of time is not so specified (such period of time, the "Pre-live Testing Period") and such Software has performed in all material respects in accordance with the Acceptance Criteria, Customer shall notify CGI in writing that Customer has issued its "Pre-live Acceptance" of such Software.   If Customer determines during the Pre-live Testing Period that the Software contains a Nonconformity (as defined below), or causes a Nonconformity in any other Software for which Customer's Pre-live Acceptance or Post-live Acceptance (as defined below) has previously been

issued, Customer will deliver to CGI, within five (5) calendar days after any such Nonconformity is discovered, written notice reporting the alleged Nonconformity, including in such notice such detail as is reasonably available to Customer to assist CGI in recreating the Nonconformity (with Customer providing a written summary of any Nonconformities to CGI within five (5) calendar days after the end of the Pre-live Testing Period). Upon receiving any such notice, CGI shall promptly (at no additional charge to Customer, and within the number of days specified in the Acceptance Tests, or, if not so specified, within fourteen (14) calendar days or such other period of time as is otherwise mutually agreed upon by the parties in writing, after receipt of such notice) modify the Software to remove the Nonconformity and install and make the modified Software available in Customer's non-live, test environment for re-testing. CGI shall notify Customer in writing when such modified Software is ready for re-testing. Customer may then re-test the modified Software for an additional Pre-live Testing Period of the duration specified in the applicable Acceptance Tests (or, if not so specified, of a duration of fourteen (14) consecutive calendar days or such other period of time as is otherwise mutually agreed upon by the parties in writing), at the end of which period the determination, notification, and correction process described above in this Section shall be repeated. If Customer fails to either notify CGI in writing of Customer's Pre-live Acceptance of such Software, or to deliver such a written notice of Nonconformity to CGI, within the period described above in which Customer is to respond, then Customer shall be deemed to have issued its Pre-live Acceptance of such Software upon the expiration of such period. Notwithstanding the foregoing provisions of this Section or anything to the contrary elsewhere in this Agreement, in no event shall Customer's issuance of its Pre-live Acceptance (or the deemed issuance thereof) with respect to any Software be deemed a waiver of any other right or remedy available to Customer under this Agreement (except that this sentence shall not affect Customer's obligations set forth elsewhere in this Agreement to make payment of any applicable fees with respect to such Software following Customer's Pre-live Acceptance thereof). CGI and Customer each agrees to work diligently to achieve Pre-live Acceptance of Software at, in accordance with the Acceptance Tests, the earliest possible date. As used in this Agreement, "Nonconformity" means a reproducible condition in any Software that causes the Software to fail to conform in all material respects to the applicable Acceptance Criteria.

(iii)   *Delay in Achieving Pre-live Acceptance*. If, after a reasonable number of iterations of the pre-live testing cycle described above (as reasonably determined by Customer, but not more than a total of one hundred fifty (150) days after Pre-live Testing first started for the applicable Software, excluding time in delays caused by Customer to fail to perform in accordance with the immediately preceding paragraph), CGI fails to remove the reported Nonconformities from such Software (except that the parties may, based on a mutual assessment of the criticality of each Nonconformity, mutually agree in writing that some minor Nonconformities in such Software will be resolved through Software maintenance and support services provided by CGI for the Software under a separate Maintenance Agreement, with each party acting reasonably with respect to any such assessment), then, in addition to any other rights and remedies available to Customer hereunder, at law, or in equity, Customer shall be entitled

to: (i) receive an equitable adjustment in the amounts payable to CGI for the Software under this Agreement (up to the total amount payable for the Software hereunder), to reflect any reduction in the value of the Software as a result of the delay or the remaining Nonconformities; or (ii) terminate Customer's license and rights hereunder to the applicable Software immediately upon providing CGI with written notice thereof. Upon the occurrence of either of the events described in clauses (i) and (ii) of the immediately preceding sentence (except, with respect to clause (i), as otherwise mutually agreed to by the parties), Customer shall return the affected Software to CGI.

C. **Post-live Acceptance**.

(i) *Live Testing*. Within a reasonable period of time after Customer has (or is deemed to have) issued its Pre-live Acceptance of any given Software, and after Pre-live Acceptance of all Software then to be provided to Customer hereunder, Customer shall begin using such Software in a live, operational environment (each respective date that such use commences, a "Go Live Date"). Once Customer has used such Software in such a live, operational environment using Customer's production data for the period of time specified in the Acceptance Tests, or for a period of at least seventy-five (75) consecutive calendar days after the applicable Go Live Date, if the period of time is not so specified (such period of time, "Live Testing", with it being understood and mutually agreed by the parties that each Live Testing period shall provide sufficient time for Customer to exercise all daily, weekly, and monthly cyclical business functions of the applicable Software), and (a) there have been no material errors, and (b) such Software performs in all material aspects in accordance with the Acceptance Criteria, then Customer shall notify CGI in writing that Customer has issued its "Post-live Acceptance" of such Software. If Customer determines during Live Testing that the Software contains a Nonconformity (or causes a Nonconformity in any other Software for which Customer's Pre-live Acceptance or Post-live Acceptance has previously been issued), Customer will deliver to CGI, within five (5) calendar days after any such Nonconformity is discovered, written notice reporting the alleged Nonconformity, including in such notice such detail as is reasonably available to Customer to assist CGI in recreating the Nonconformity (with Customer providing a written summary of any Nonconformities to CGI within five (5) calendar days after the end of the Live Testing period). If Customer fails to notify CGI in writing of Customer's Post-live Acceptance of such Software, or to deliver a written report of Nonconformity to CGI, within the Live Testing period, then Customer shall be deemed to have issued its Post-live Acceptance of such Software upon expiration of the Live Testing period. If such a written report of Nonconformity is delivered to CGI within the Live Testing period, then CGI shall, at no additional charge to Customer, correct any such Nonconformity within the number of days specified in the applicable Acceptance Tests (or, if not so specified, within fourteen (14) calendar days or such other period of time as is otherwise mutually agreed upon by the parties in writing, after receipt of such notice) after such delivery and shall notify Customer in writing when such corrections are completed. Customer may then re-test such Software, as described above, for an additional Live Testing period of such duration as is specified in the applicable Acceptance Tests (or, if not so specified, within a period of fourteen (14) calendar days or such other period of time as is

otherwise mutually agreed upon by the parties in writing), at the end of which period the determination, notification, and correction process described above in this Section shall be repeated. Notwithstanding the foregoing provisions of this Section or anything to the contrary elsewhere in this Agreement, in no event shall Customer's issuance of its Post-live Acceptance (or the deemed issuance thereof) with respect to any Software be deemed a waiver of any other right or remedy available to Customer under this Agreement (except that this sentence shall not affect Customer's obligations set forth elsewhere in this Agreement to make payment of any applicable fees with respect to such Software following Customer's Post-live Acceptance thereof).

(ii) *Delay in Achieving Post-live Acceptance*. If, for any reason other than Customer's failure to fulfill its obligations under this Section 5C, Customer has not issued its Post-live Acceptance of any given Software (or such Post-live Acceptance has not been deemed to have been issued, in accordance herewith) within one hundred eighty (180) calendar days after the original Go Live Date with respect to such Software (excluding time in delays caused by Customer to fail to perform in accordance with the immediately preceding paragraph), then, in addition to any other rights and remedies available to Customer hereunder, at law, or in equity, Customer shall be entitled to: (i) receive an equitable adjustment in the amounts payable to CGI for the Software under this Agreement (up to the total amount payable for the Software hereunder), to reflect any reduction in the value of the Software as a result of the delay or the remaining Nonconformities; or (ii) terminate Customer's license and rights hereunder to the applicable Software immediately upon providing CGI with written notice thereof. Upon the occurrence of either of the events described in clauses (i) and (ii) of the immediately preceding sentence (except, with respect to clause (i), as otherwise mutually agreed to by the parties), Customer shall return the affected Software to CGI.

6.   REPRESENTATIONS AND WARRANTIES

A.   **Authority**. CGI represents that: (i) it is a corporation duly formed and in good standing under the laws of the State of Delaware; (ii) it is qualified and registered to transact business in the State of California and all other locations where the performance of its obligations hereunder would require such qualification; (iii) it has all necessary rights, power, and authority to enter into, to fulfill its obligations, and to grant the rights it purports to grant, under this Agreement, (iv) the execution, delivery, and performance of this Agreement by CGI have been duly authorized by all necessary action; (v) the execution and performance of this Agreement by CGI shall not knowingly violate any domestic or foreign law, statute, or regulation and shall not knowingly breach any agreement, covenant, court order, judgment, or decree to which CGI is a party or by which it is bound; and (vi) CGI has, and warrants and covenants that it shall maintain in effect, all governmental licenses and permits necessary for its performance under this Agreement.

B.   **Pending Litigation**. CGI represents that, as of the Effective Date, there is no outstanding or currently pending or threatened litigation, arbitrated matter, or other dispute to which CGI is a party, that, if decided unfavorably to CGI, would reasonably be expected to have a material adverse effect on CGI's ability to fulfill its obligations

hereunder, and that, as of the Effective Date, CGI knows of no basis that might give rise to any such litigation, arbitration, or other dispute in the United States.

C. **Financial Condition**. CGI represents that it is of a financial condition commensurate with its obligations under this Agreement and sufficient to allow it to readily and successfully fulfill its obligations in accordance with this Agreement. CGI further warrants that, in the event the financial condition of CGI changes during the term of this Agreement in such a manner as to adversely affect CGI or jeopardize its ability to satisfy the warranty set forth in the immediately preceding sentence, it shall promptly notify Customer in writing, reasonably describing the nature and extent of such change.

D. **Conflicts of Interest**. CGI warrants that neither CGI nor any of its subcontractors, nor any employee of either of the foregoing, has, shall have, or shall acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with CGI's performance of its duties and obligations under this Agreement, or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement, and CGI shall promptly inform Customer of any such interest that may be incompatible with the interests of Customer.

E. **Compliance with Laws**. CGI warrants that the Software and Documentation shall comply, and that performance by CGI, under this Agreement shall comply with all applicable laws, regulations, and ordinances of all relevant jurisdictions and all applicable policies of Customer.

F. **Software**. CGI warrants that, with respect to any given Software, during the warranty period commencing upon the delivery of such Software to Customer and continuing for the first year after the Go Live Date for such Software (whether hereunder or under any separate written agreement pursuant to which CGI is providing implementation, configuration, integration, or similar services with respect to such Software), unless a different warranty period is expressly specified in an amended Exhibit A that is mutually agreed to by the parties with respect to Software licensed the thereunder (such period, the "Warranty Period"), the performance of the Software will not deviate materially from its specifications, as identified in Exhibit A, with respect to the Software licensed pursuant to Exhibit A (or in the applicable amended Exhibit A that is mutually agreed to by the parties, with respect to Software licensed the thereunder) (the "Specifications"). A material deviation of the Software from its Specifications is referred to in this Agreement as an "Error." If Customer believes that there has been a breach of this warranty it must notify CGI in writing within the Warranty Period, describing the Error in sufficient detail to enable CGI to recreate it. If there has been a breach of this warranty, then, except as otherwise provided below, CGI's sole obligation, and Customer's exclusive remedy, will be for CGI to promptly correct the Error or modify the affected Software, at no charge, so that the Software conforms in all material respects to the foregoing warranty. However, if CGI fails to correct a breach of this warranty after repeated efforts or within a reasonable period of time, Customer shall also be entitled: (i) to an equitable adjustment in CGI's charges for the affected Software (up to the total amount of such charges under this Agreement, with CGI promptly refunding to Customer any applicable amounts), to reasonably reflect any reduction in the value of the Software to Customer as a result of the uncorrected Error; or (ii) to terminate the affected Software pursuant to Section 10.B(i) (Termination for Breach). CGI may investigate and correct breaches of the warranty set forth above in this Section at CGI's offices, to the extent reasonably

possible. CGI shall, however, promptly travel to Customer's place of business, at CGI's expense, to correct a breach of such warranty, if necessary or appropriate. If Customer requires CGI to travel to Customer's place of business to correct a breach of such warranty after having been informed by CGI that such breach could have reasonably been corrected at CGI's place of business, Customer will reimburse CGI for the reasonable travel time, and the reasonable reimbursable expenses of CGI's personnel, incurred in traveling to make such correction.

G. **Intellectual Property**. CGI warrants that the Software and Documentation, as delivered to Customer, shall not infringe upon or misappropriate any third-party copyrights, patents, trademarks, trade secrets, or other intellectual property or proprietary rights that exist on the date such materials are delivered to Customer and that arise or are enforceable in the United States of America.

    (i) If a third party brings an action against Customer or any of its Affiliates making allegations that, if true, would constitute a breach of this warranty, then CGI shall, at its own expense and subject to the provisions of Sections 8.B and 8.D, defend, indemnify, and hold the Customer Indemnitees (as defined in Section 8.A) harmless from and against such allegations and any related claims and proceedings, and CGI shall pay all settlements, costs, damages and legal fees resulting therefrom, in accordance with Sections 8.B and 8.D.

    (ii) If such an action or allegations as described above are brought or appear to CGI to be likely to be brought, CGI shall promptly, at its sole option and expense, either: (i) obtain the right for Customer and its Affiliates to continue using the allegedly infringing items; or (ii) replace or modify the allegedly infringing items to resolve such claim or proceeding (i.e., so that they are non-infringing), with any such replacement or modified items being required to provide Customer and its Affiliates with substantially the same functionality, features, and performance as the items that were replaced or modified. If neither of these alternatives are available to CGI on commercially reasonable terms after the exercise of commercially reasonable efforts, CGI may require Customer to return the allegedly infringing items, in which case CGI shall promptly refund to Customer the amounts paid by Customer for the returned items, less a reasonable adjustment for depreciation of the returned items, based on straight-line depreciation over an expected useful life of twenty-five (25) years.

This Section 6G, together with Section 8.B, states CGI's entire obligation to Customer, and Customer's exclusive remedy, with respect to any claim of infringement by the Software or Documentation and is in lieu of any implied warranties of non-infringement or non-interference with use and enjoyment of information.

H. **Prior Implementations**. CGI represents that the Software licensed to Customer pursuant to Exhibit A has been implemented, and is running in a production environment, for at least three (3) other public entities of a similar nature, size, and complexity as Customer, when taken together with its Affiliates.

I. **Open-Source Software**. CGI warrants that no Software or Documentation licensed by Customer hereunder shall contain or include any "open source code" or code subject to a

general public license or similar license, unless specifically disclosed to Customer in writing or in the Documentation (except that this warranty shall not apply to any Third Party Products or to any Bundled Products).

J.   **Documentation**. CGI warrants that the Documentation provided to Customer hereunder shall, upon delivery to Customer, be complete and shall accurately describe the Software, and the functionality thereof, in sufficient detail as to permit the full use of such Software and Documentation in accordance herewith and so as to enable any reasonably capable individual to understand and utilize such Software and Documentation for all purposes for which they were intended and provided or produced by CGI. CGI further warrants that the Software shall not contain: (i) any undocumented material features of any kind whatsoever; or (ii) any third-party software, tools, or utilities, not identified in the Documentation.

K.   **Disabling Devices**. CGI warrants that, at the time of delivery to Customer, the Software and any Documentation provided hereunder in electronic form, and all other data, software and other materials prepared, developed, or provided by CGI in connection with performance under this Agreement, shall not contain, or result in the creation or insertion of, any timer, clock, counter, virus, disabling device, or other limiting code, design, or routine (including, but not limited to, spy-ware, ad-ware, pop-up screens and windows, and the like) that is designed to erase data or programming, that materially impairs the performance thereof, or that causes any Software or Documentation, or any other applications, systems, or data of Customer's or its Affiliates', to be erased, made inoperable, or otherwise made incapable of being used by Customer and its Affiliates in accordance with the applicable Documentation or specifications, for all intended purposes or after being used a certain number of times, after the lapse of a certain period of time, or after the occurrence or lapse of any other triggering event, including, but not limited to, the transferring of any Software from the computer equipment on which it was originally installed to any other computer equipment having a different serial number, model number or other identification (any such device, code, design, or routine, a "Disabling Device"). In the event of any breach of the warranties provided in this Section 6K, Customer's exclusive remedy, and CGI's sole obligation, will be limited to re-performance, repair, or replacement of the nonconforming Services or Deliverables so that they conform to such warranties and all other requirements of this Agreement

L.   **Data Loss**. CGI warrants that the Software and any Documentation provided in electronic form, and all other data, software, documentation, and other materials prepared, developed, or provided by CGI in connection with performance under this Agreement, and all use of any of the foregoing in accordance with applicable Documentation and Specifications, shall not result in any direct loss, destruction, deletion, or alteration of any of Customer's or its Affiliates' data, to the extent that such loss is not due to hardware failure, failure of third parties not under the control or direction of CGI, problems caused by Customer or its Affiliates, or problems caused by improper use (i.e., use other than in accordance with this Agreement) of the applicable Software or Documentation ("Data Loss"). CGI shall promptly restore any of Customer's or its Affiliates' data, at no additional cost, to the extent that such Data Loss shall have been caused by or resulted from the Software, the Documentation, or any other materials provided or made available to Customer or its Affiliates by CGI hereunder, or any use thereof in accordance with the applicable Documentation and Specifications. If CGI fails to promptly restore such data, Customer, in its sole discretion, and to the extent

possible, may perform such restoration or have such restoration performed by a third party, and CGI shall promptly reimburse Customer for the reasonable cost thereof provided Customer has properly mitigated all such costs. In no event shall CGI's liability to reimburse Customer under this Section exceed the limits on liability set forth in Section 7.

M.   **No Sunset**. CGI warrants that it shall continue to license the Software, and, so long as Customer is current under a separate Maintenance Agreement, to offer and provide support and maintenance services with respect to the then-current releases of the Software, licensed to Customer hereunder for the first five (5) years after the Effective Date and that, after expiration of such period, CGI shall notify Customer in writing at least one (1) year in advance of any cessation to market, or of any discontinuation or termination of, any such Software.

N.   **Third Party Products**. To the extent that CGI has the legal right to do so, CGI hereby assigns to Customer all warranties, indemnities, and other commitments that CGI has obtained or shall obtain from the vendors and manufacturers of, and which are applicable to, any third-party software (including, but not limited to, any Bundled Products or Third Party Products, as defined and described in Exhibit A hereto) provided by CGI to Customer hereunder, or any other software procured specifically for Customer by CGI in performance hereunder or otherwise provided to Customer by CGI. CGI warrants that it shall exercise commercially reasonable efforts to enforce on Customer's behalf any such warranties, indemnities, and other commitments to the extent that they cannot be so assigned, and that CGI shall promptly exercise commercially reasonable efforts to work with and coordinate the efforts of such vendors and manufacturers such that Customer promptly obtains any required warranty service.

O.   **Exclusions**. CGI is not responsible for any claimed breaches of the warranties set forth in this Agreement caused by: (i) modifications made to the Software or Documentation by anyone other than CGI and its subcontractors (or any other party) working at CGI's direction; (ii) the combination, operation or use of the Software or Documentation with any items that CGI did not supply, approve, or recommend in writing or that were not contemplated to be used with the Software or Documentation by the Documentation, the Specifications, the applicable document pursuant to which the Software or Documentation is licensed to Customer, or any Maintenance Agreement or other separate written agreement executed by the parties; (iii) Customer's failure to use in a timely manner any new or corrected versions of the Software or Documentation made available by CGI; or (iv) CGI's adherence to any written specifications or instructions that Customer expressly requires be followed by CGI in revising or modifying the Software or Documentation, provided that CGI informed Customer in advance and in writing of any known risks associated therewith.

P.   **Exceptions**. CGI does not warrant that the Software will be free of errors that do not materially and adversely affect its use, operation, or performance or that its operation will be entirely uninterrupted. Without limiting the warranties set forth above, Customer acknowledges that it is responsible for the results obtained from its use of the Software, as applicable in and to Customer's unique environment.

Q.   **Disclaimer of Warranties**. THE WARRANTIES SET FORTH ABOVE IN THIS SECTION 6, ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR

IMPLIED, WITH REGARD TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

7.   LIMITATION OF LIABILITY

A.   **Limitations**. EXCEPT AS OTHERWISE PROVIDED BELOW IN THIS SECTION 7, IF EITHER PARTY SHOULD BECOME ENTITLED TO CLAIM DAMAGES FROM THE OTHER IN CONNECTION WITH THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR BREACH OF WARRANTY, NEGLIGENCE OR OTHER TORT CLAIM), SUCH PARTY SHALL BE LIABLE ONLY FOR THE AMOUNT OF THE OTHER PARTY'S ACTUAL DIRECT DAMAGES, NOT TO EXCEED (IN THE AGGREGATE FOR ALL CLAIMS): (A) WITH RESPECT TO CGI'S (TOGETHER WITH ITS LICENSORS') LIABILITY, THE TOTAL AMOUNT THAT CUSTOMER HAS THEN PAID CGI, PLUS THE TOTAL AMOUNT PAYABLE OR EXPECTED TO BECOME PAYABLE BY CUSTOMER TO CGI, UNDER THIS AGREEMENT; AND (B) WITH RESPECT TO CUSTOMER'S (TOGETHER WITH ITS AFFILIATES') LIABILITY, THE TOTAL AMOUNT THAT CUSTOMER HAS THEN PAID CGI, PLUS THE TOTAL AMOUNT THEN DUE AND PAYABLE BY CUSTOMER TO CGI, UNDER THIS AGREEMENT. FOR THE AVOIDANCE OF DOUBT, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH ABOVE IN THIS SECTION OR ELSEWHERE IN THIS AGREEMENT, THE REASONABLE COSTS THAT CUSTOMER INCURS OR EXPENDS TO PROCURE REPLACEMENT PRODUCTS OR SERVICES OF SUBSTANTIALLY EQUIVALENT CAPABILITY, FUNCTION AND PERFORMANCE, FROM AN ALTERNATIVE SOURCE (OR IN PROVIDING SERVICES ITSELF) AS A RESULT OF ANY DEFAULT, BREACH, OR REPUDIATION OF THIS AGREEMENT BY CGI, TO THE EXTENT IN EXCESS OF THE FEES THAT CUSTOMER WOULD OTHERWISE HAVE PAID TO CGI PURSUANT TO THIS AGREEMENT, SHALL CONSTITUTE AND BE CONSTRUED AS DIRECT DAMAGES, AND NOT AS INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES, HEREUNDER, SUCH REASONABLE COSTS INCURRED BY CUSTOMER SHALL BE SUBJECT TO THE CAP APPLICABLE TO DIRECT DAMAGES SPECIFIED ABOVE IN THIS SECTION.

B.   **No Liability for Certain Damages**. EXCEPT AS OTHERWISE PROVIDED BELOW IN THIS SECTION 7, IN NO EVENT SHALL EITHER PARTY, TOGETHER WITH SUCH PARTY'S AFFILIATES AND ANY THIRD PARTIES INVOLVED BY SUCH PARTY IN SUCH PARTY'S PERFORMANCE UNDER THIS AGREEMENT, BE LIABLE FOR ANY CLAIMS OR DEMANDS OF THIRD PARTIES (OTHER THAN THOSE THIRD PARTY CLAIMS COVERED BY SECTION 8) OR FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOSS OF BUSINESS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES**.**

C.   **Exceptions**. THE LIMITATIONS OF LIABILITY SPECIFIED IN SECTION 7A, AND THE EXCLUSIONS OF CERTAIN TYPES OF DAMAGES SPECIFIED IN SECTION 7B, SHALL NOT APPLY TO: (I) ANY THIRD-PARTY CLAIMS SUBJECT TO INDEMNIFICATION PURSUANT TO SECTION 8 OR ANY OTHER PROVISIONS OF THIS AGREEMENT AND THE PAYMENT OF SETTLEMENTS, COSTS, DAMAGES AND LEGAL FEES REFERRED TO IN SECTION 8; (II) ANY CLAIMS FOR BREACHES OF OBLIGATIONS OF CONFIDENTIALITY OR NON-DISCLOSURE UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE OBLIGATIONS SET FORTH IN SECTION 3; (III) ANY CLAIMS ARISING OUT OF THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF EITHER PARTY; AND (IV) ANY CLAIMS BASED UPON A WILLFUL ABANDONMENT OR REPUDIATION OF THIS AGREEMENT BY CGI (EXCEPT THAT THE MAXIMUM, CUMULATIVE, AND AGGREGATE LIABILITY OF CGI FOR ANY SUCH CLAIMS AS ARE DESCRIBED IN THIS CLAUSE (IV) SHALL BE LIMITED TO TWICE THE SUM OF: (A) THE TOTAL AMOUNT THAT CUSTOMER HAS THEN PAID CGI, PLUS (B) THE TOTAL AMOUNT THEN PAYABLE OR EXPECTED TO BE PAYABLE BY CUSTOMER TO CGI, UNDER THIS AGREEMENT). The limitations of liability set forth herein will survive any termination of this Agreement and apply notwithstanding the failure of any limited or exclusive remedy for breach of warranty set forth in this Agreement. The parties agree that the foregoing limitations of liability will not be deemed to limit any liability to an extent that such limitation would not be permitted under applicable law.

D.   **Force Majeure**. Neither party shall be responsible for delays or failures in its performance under this Agreement to the extent such delays or failures result from causes beyond the reasonable control of such party ("Force Majeure"), to the extent that such delays or failures, or the results or consequences thereof, could not reasonably have been foreseen, prevented, avoided, or mitigated by such party through the use of technology or practices common and prevalent in the industry. Such causes shall include but not be limited to, acts of God, riots, acts of war, epidemics, strikes, fire, floods, earthquakes, and other natural disasters. A party whose performance hereunder is materially delayed or impeded by Force Majeure shall promptly notify the other party of such Force Majeure and the extent and expected duration of its impact on such party's performance, and, in such a case, the time for such party's performance of any materially affected services or activities shall be extended to the extent of the delay caused by the applicable Force Majeure, plus a reasonable amount of time to resume the performance of such affected services or activities hereunder.

8.   INDEMNIFICATION

A.   Bodily Injury; Property Damage. CGI shall, at its own expense and subject to the provisions of Section 8D, defend, indemnify and hold Customer and its Affiliates, and the respective officers, agents, and employees of the foregoing (all of the foregoing, collectively, the "Customer Indemnitees") harmless from and against all liabilities, claims, losses, damages, costs and expenses (including reasonable attorneys' fees incurred by CGI in the defense of such claims or by Customer in cooperating with CGI in defense of such claims) arising out of third party claims for damage to or loss of tangible personal or real property, or for injuries to or death of persons (including, but not limited to, any persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with performance under this Agreement), resulting from or

arising out of CGI's (or that of any person or entity under direction or control of CGI) wrongful, willful, or negligent act or omission in connection with this Agreement, except to the extent such claims, liabilities, or losses arise out of the negligence or willful misconduct of Customer.

B. **Intellectual Property.** CGI shall, at its own expense and subject to the provisions of Section 8D, defend, indemnify and hold the Customer Indemnitees harmless from and against all liabilities, claims, losses, damages, costs and expenses (including reasonable attorneys' fees incurred by CGI in the defense of such claims or by Customer in cooperating with CGI in defense of such claims) arising out of or based upon any third party claim for infringement, misappropriation, or violation of any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party that is enforceable in the United States of America.

    (i)   *Exceptions.* Notwithstanding anything to the contrary in this Section 8B, CGI shall have no obligation with respect to indemnification of Customer's Indemnitees under this Section 8B regarding any claim or action to the extent that it is based upon: (i) a modification made to the item in question by anyone other than CGI or its subcontractors working at CGI's direction or that was not otherwise approved or authorized by CGI in writing; (ii) the combination, operation, or use of the item in question with other items that CGI (or CGI's subcontractors) did not supply, approve, or recommend in writing; (iii) Customer's failure to use in a timely manner any new or corrected versions of the item in question that were made available by CGI to Customer; or (iv) CGI's adherence to any written specifications or instructions that Customer expressly requires be followed by CGI in creating or developing the applicable item, provided that CGI informed Customer in advance and in writing of any known risks associated therewith.

    (ii)   *Remedy.* If a claim or proceeding subject to this Section 8B is brought or appears to CGI to be likely to be brought, CGI shall promptly, at its sole option and expense, either: (i) obtain the right for Customer and its Affiliates to continue using the allegedly infringing items; or (ii) replace or modify the allegedly infringing items to resolve such claim or proceeding (i.e., so that they are non-infringing), with any such replacement or modified items being required to provide Customer and its Affiliates with substantially the same functionality, features, and performance as the items that were replaced or modified. If neither of these alternatives are available to CGI on commercially reasonable terms after the exercise of commercially reasonable efforts, CGI may require Customer to return the allegedly infringing items, in which case CGI shall promptly refund to Customer the amounts paid by Customer for the returned items, less a reasonable adjustment for depreciation of the returned items, based on straight-line depreciation over an expected useful life of twenty-five (25) years.

C. **Third Party Services**. CGI shall, at its own expense and subject to the provisions of Section 8D, defend, indemnify and hold the Customer Indemnitees harmless from and against all liabilities, claims, losses, damages, costs and expenses (including reasonable attorneys' fees) arising out of or based upon any claim brought by any employee of CGI or CGI's subcontractors based upon an alleged breach by CGI of this Agreement or of

any agreement with such employee of CGI or CGI's subcontractors in connection with this Agreement (e.g., an employment agreement or a subcontracting agreement).

D. **<u>Procedures</u>**. CGI's indemnification obligations specified within this Agreement are conditioned upon Customer promptly notifying CGI in writing after becoming aware of any proceeding or claim for which CGI is obligated to indemnify Customer under this Section 8, providing CGI with a copy of all notices received by Customer with respect to the proceeding or claim and cooperating with CGI in the defense and settlement of the proceeding or claim, except that failure by Customer to provide such notice shall reduce CGI's indemnification obligations hereunder only in the event and to the extent that CGI is prejudiced thereby. CGI shall have sole control over the defense and settlement of any claim or proceeding that is subject to indemnification by CGI under this Section 8, provided that CGI shall consult with Customer and obtain Customer's advance consent (not to be unreasonably withheld) in the event any such settlement would operate to impose liability on Customer or otherwise require Customer to pay money damages to any third-party claimant. Customer may observe the proceeding or claim, at its own expense and using attorneys of its own choice.

9. INSURANCE

A. **<u>Insurance Coverage Requirements</u>**. Without limiting CGI's duties to indemnify the Customer Indemnitees pursuant to Section 8, CGI shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with at least the following minimum limits of liability:

(i) Commercial general liability insurance (including, but not limited to, coverage for premises and operations and for bodily injury and property damage, personal injury, contractual liability, broad form property damage, independent contractors, products, and completed operations), with a combined single limit for bodily injury and property damage of not less than $1,000,000 per occurrence.

(ii) Business automobile liability insurance covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in performance under this Agreement, with a combined single limit for bodily injury and property damage of not less than $1,000,000 per occurrence.

(iii) Workers' compensation insurance that is in accordance with California Labor Code § 3700 and with employer's liability limits not less than $1,000,000 each person, $1,000,000 each accident, and $1,000,000 each disease.

(iv) Professional liability insurance, if required for any professional services being provided under this Agreement (e.g., as required for those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If such professional liability insurance is written on a "claims-made" basis, rather than an "occurrence" basis, CGI shall, upon the termination of this Agreement, obtain extended reporting coverage (or "tail coverage") with at least the same minimum

liability limits as are set forth above. Any such tail coverage shall continue for at least three years following the termination or cancellation of this Agreement.

B.   **Other Insurance Requirements**.

(i)   All insurance that CGI is required to carry by this Agreement shall be with a company acceptable to Customer and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if any given policy is not written on an occurrence basis, such policy and the coverage required herein shall continue in effect for a period of three years following the termination of this Agreement.

(ii)   Each liability policy required hereunder shall provide that Customer shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CGI and additional insureds with respect to claims arising from each subcontractor, if any, engaged by CGI in performance under this Agreement, or CGI shall be required to provide Customer with a certificate of insurance from each such subcontractor showing such subcontractor has insurance coverage at least meeting the above requirements.

(iii)   The commercial general liability and automobile liability policies required hereunder shall provide an endorsement naming the County of Monterey and its officers, agents, and employees as additional insureds with respect to liability arising out of CGI's work, including ongoing and completed operations, and each such endorsement shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by Customer and that the insurance of the additional insureds shall not be called upon to contribute to a loss covered by CGI's insurance. The required endorsement form that CGI shall use for commercial general liability additional insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form that CGI shall use for automobile additional insured endorsement is ISO Form CA 20 48 02 99.

(iv)   Prior to the execution of this Agreement, CGI shall have filed certificates of insurance with Customer's contract administrator and Customer's contracts/purchasing division, showing that CGI has in effect the insurance required by this Agreement. CGI shall file a new or amended certificate of insurance with Customer's contract administrator and Customer's contracts/purchasing division within five calendar days after any change is made in any insurance policy which change would alter the information on the certificate then on file with Customer. Acceptance or approval of insurance shall in no way modify or change CGI's obligations of indemnification under this Agreement, which obligations shall continue in full force and effect.

(v)   CGI shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Section 9 and shall send, without demand by Customer, certificates to Customer's contract administrator, and to Customer's contracts/purchasing division, annually. If any such certificate is not

received by the applicable anniversary of the Effective Date or by the expiration date of the applicable insurance policy, Customer may notify CGI, and upon receiving any such notification, CGI shall send such certificate to Customer within five calendar days, with such certificate evidencing that there was no lapse in coverage. Failure by CGI to maintain the insurance required by this Section 9 shall constitute a material breach and default of this Agreement by CGI that entitles Customer to, in its sole discretion, terminate this Agreement immediately.

10. TERM AND TERMINATION

A. **Term**. This Agreement shall take force and effect as of the Effective Date and shall continue in force and effect until terminated in accordance with Section 10B or another express provision of this Agreement or another written agreement between the parties that references this Agreement.

B. **Termination**.

(i) *Termination for Breach*. If either party believes that the other party has materially breached a material term of this Agreement (a "Breach"), then that party may provide written notice to the breaching party describing the alleged Breach in reasonable detail and containing a reference to this Section 10B(i). If the breaching party does not either (i) cure the Breach within thirty (30) days after receiving such written notice, or (ii) if the Breach is not one that can reasonably be cured within thirty (30) days, develop a plan reasonably acceptable to the other party to cure the Breach within a reasonable period of time and then diligently proceed in accordance with the accepted plan until the Breach has been cured, then the non-breaching party may terminate this Agreement for cause by providing written notice thereof to the breaching party. Termination of this Agreement pursuant to this Section 10B(i) will be in addition to, and not in lieu of, any other rights and remedies available to the terminating party under this Agreement, at law, or in equity. If Customer materially breaches the restrictions imposed under Section 1 or its nondisclosure obligations under Section 3, CGI will have the right, without affecting any other rights and remedies CGI may have, to terminate this Agreement immediately upon written notice to Customer. Termination of this Agreement will be in addition to, and not in lieu of, other remedies available to the terminating party under this Agreement.

(ii) *Termination by Customer for Convenience*. Customer may terminate this Agreement for any reason other than those giving grounds for termination pursuant to Section 10B(i) (including, but not limited to, budgetary constraints or the non-appropriation or other failure of availability of funds), at any time, by providing CGI with written notice of such termination, specifying a termination date that is not less than thirty (30) days after the date of delivery of the notice.

C. **Effects of Termination**. In addition to each parties duties under Section 3.F, within thirty (30) days after any termination of this Agreement for any reason, Customer shall, at CGI's option, either deliver to CGI or destroy the original and all copies (including partial copies) of the Software, the Documentation, and all of CGI's Confidential Information (including copied portions thereof contained in derivative works that have

been created by Customer) provided by CGI to Customer under this Agreement that are then in Customer's possession or control, and certify in writing to CGI that Customer has performed its obligations under this paragraph.

D.   **Survival**. Any provision of this Agreement that imposes or contemplates continuing obligations on a party, or that, by its nature or terms, would be reasonably understood to have been intended to survive and continue in force and effect after termination of this Agreement, shall survive the termination of this Agreement for so long as intended, including, but not limited to, the provisions of Sections 3, 6, 7, 8, 9 (to the extent provided for therein), 11, and 12.

11.   GOVERNING LAW AND DISPUTES

A.   **Law and Venue**. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to any provision of law that would require or permit the application of the substantive law of any other jurisdiction. Notwithstanding anything to the contrary (including, but not limited to, CAL. CIV. PROC. § 384): (i) the exclusive forum and venue for all actions or proceedings arising out of, or related to, this Agreement shall be in either a state or federal court, as applicable, located in Monterey County, California; (ii) each party hereby expressly consents to the jurisdiction of such courts over themselves and the subject matter of any such actions or proceedings and irrevocably waives any claim or objection that such courts represent an inappropriate or inconvenient venue; and (iii) each party expressly and irrevocably waives any rights to request that any action be transferred to any court or forum in any other jurisdiction.

B.   **Dispute Resolution**. At the written request of either party, the parties will attempt to resolve any dispute arising under or relating to this Agreement through the informal means described in this Section 11B. Upon such a request, each party will promptly appoint a senior management representative who does not devote substantially all of his or her time to performance under this Agreement to attempt to resolve the dispute. These representatives will then promptly furnish to each other all non-privileged information with respect to the dispute that the parties believe to be appropriate and germane to the resolution of the dispute. The representatives will then attempt to negotiate a resolution of the dispute without the necessity of any formal legal proceeding. Except as otherwise provided below in this Section, formal proceedings for the resolution of any dispute that either party requests be subject to the informal process described in this Section 11B may not be commenced until the earlier of: (i) the parties' designated representatives mutually concluding that resolution through continued negotiation does not appear likely; or (ii) thirty (30) calendar days having passed since the initial request to submit the dispute to the informal process described in this Section 11B was made. Notwithstanding the foregoing provisions of this Section, a party shall not be required to comply with the process set forth in this Section 11B, and may take or pursue other available action before the expiration of the period described in the immediately preceding sentence, as reasonably necessary to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or to apply for interim, injunctive, or other equitable relief.

C.   **No Suspension or Interruption**. As the Software and the Documentation are integral to Customer's and its Affiliates' business operations, CGI shall in no event nor for any

reason, except as otherwise set forth below, interrupt, suspend, or cease its performance hereunder, refuse to perform hereunder, take any action to disable, interrupt, impair, suspend, prevent, or otherwise interfere with Customer's and its Affiliates' use of the Software or Documentation in accordance with this Agreement or Customer's and its Affiliates' ability to conduct their business operations (other than minimal, routine interruptions necessary in order for CGI to fulfill its obligations hereunder), or intentionally permit or cause any embedded mechanism to disable or impair the functionality, operation, or performance of the Software or Documentation, unless: (i) authority to do so is granted by Customer or conferred by a court of competent jurisdiction; (ii) the term of this Agreement has been terminated pursuant to Section 10; (iii) Customer has materially breached its obligations of payment as specified in Section 2 (License Fees) and has failed to cure such breach with fifteen (15) days after CGI provided Customer with written notice of such breach; or (iv) Customer has materially breached its obligations of confidentiality specified in Section 3 (Nondisclosure) and CGI has commenced an action seeking injunctive or equitable relief from such breach in a court of competent jurisdiction.

12.   GENERAL

A.   **Notices**. Any notice or other communication that is required or permitted to be made or given by either party pursuant to this Agreement and intended to have legal effect shall be in writing, in English, and shall be deemed to have been duly given: (i) five (5) business days after the date of mailing, if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; (ii) when transmitted, if sent by facsimile, provided that a confirmation of successful transmission is produced by the sending facsimile machine and a copy of the notice is promptly sent to the intended recipient by another means specified in this Section; or (iii) when delivered, if delivered personally or sent by a nationally recognized express courier service. All notices shall be sent to the intended party at its address set forth below or at such other address as the party may specify from time to time in a notice given in accordance with this Section.

In the case of Customer:	with a copy of notices to:
The County of Monterey, California	The County of Monterey, California
1260 S. Main Street, First Floor	168 W. Alisal Street, Third Floor
Salinas, CA 93901	Salinas, CA 93901
Attn: Greg Head, ERP Project Director	Attn: Mike Derr, Contracts / Purchasing Manager
Fax: 831-784-5656	Fax: 831-755-4969
Phone: 831-755-5091	Phone: 831-755-4992
E-Mail: headgd@co.monterey.ca.us	E-Mail: derrm@co.monterey.ca.us
In the case of CGI:	
CGI Technologies and Solutions Inc.	CGI Technologies and Solutions Inc.
1215 K Street, Suite 1000	4050 Legato Road
Sacramento, CA 95814	Fairfax, Virginia 22033
Attn: Josetta Bull, Vice President	Attn: Office of General Counsel
Fax: 916.830.1199	Fax: 703.267.7161
Phone: 916.830.1100	Phone: 703.267.8000

B. **Assignment**. Neither party may assign or otherwise transfer this Agreement without the other party's prior written consent, which will not be unreasonably withheld. Any purported assignment in violation of the preceding sentence shall be void. This Agreement will be binding upon the parties' respective successors and permitted assigns. CGI shall not use subcontractors in its performance under this Agreement without the prior written approval of Customer, on a case-by-case basis. Notwithstanding any such subcontracting, CGI shall continue to be responsible and liable for the performance of all of its duties and obligations under this Agreement, and CGI shall be fully responsible and liable for the acts, omissions, and negligence of any subcontractors that it uses hereunder and all of CGI's and such subcontractors' respective employees and agents.

C. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties, and supersedes all other prior or contemporaneous communications between the parties (whether written or oral), relating to the subject matter of this Agreement. This Agreement may be modified or amended solely in a writing signed by both parties. Nothing in this Agreement shall prevent Customer and its Affiliates from obtaining any products and services similar to those to be provided by CGI hereunder, or any other products or services, from any other vendor or service-provider, or from providing any products or services for themselves, at any time.

D. **Construction of Agreement**. Customer and CGI agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the construction and interpretation of this Agreement or any to amendment to this Agreement.

E. **Interpretation of Conflicting Provisions**. In the event and to the extent of any conflict or inconsistency between the provisions of Sections 1 through 12 of this Agreement and the provisions of any Exhibit or other attachment to this Agreement, the provisions of Sections 1 through 12 of this Agreement shall prevail and control (except that any terms specifically identified in a particular Exhibit to this Agreement as modifying or amending terms of Sections 1 through 12 of this Agreement shall control over those provisions of this Agreement for that Exhibit only).

F. **Attorneys' Fees**. In the event of a dispute, claim, or litigation regarding a breach or an alleged breach of this Agreement, the non-prevailing party shall reimburse the prevailing party for all of its costs and expenses (including reasonable attorneys' fees) incurred in connection with such dispute, claim or litigation, including those incurred in any appeal therefrom.

G. **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

H. **Severability**. The provisions of this Agreement shall be deemed severable, and the unenforceability of any one or more provisions of this Agreement shall not affect the

enforceability of any other provisions hereof. In addition, if any provision of this Agreement, for any reason, is declared to be unenforceable by a court of competent jurisdiction, the parties will mutually agree upon and substitute for such provision an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the parties.

I.   **Waiver**. No failure or delay by a party in exercising any right, power or remedy shall operate as a waiver of that right, power or remedy, and no waiver shall be effective unless it is in writing and signed by the waiving party. If a party waives any right, power or remedy, the waiver shall not waive any successive or other right, power or remedy the party may have under this Agreement.

J.   **Non-Exclusive Remedies**. No right or remedy granted or provided for in this Agreement with respect to either of the parties is intended to be, nor shall be, exclusive of any other right or remedy, except as expressly stated herein, and each and every right and remedy shall be cumulative and in addition to any other right to remedy given hereunder, or otherwise available at law or in equity, or now or hereafter.

K.   **No Third-Party Beneficiaries**. This Agreement is an agreement between the parties, and neither: (i) confers any rights upon any of either party's respective employees, agents, or contractors, or upon any other person or entity not a party hereto; or (ii) precludes any actions or claims against, or rights of recovery from, any person or entity not a party hereto.

L.   **Non-Solicitation**. During the term of this Agreement and for twelve (12) months after its termination or cancellation, neither party shall, either directly or indirectly, solicit for employment or employ (except as otherwise permitted by this Section) any employee of the other party (or any of its Affiliates) who was involved in the performance of the party's obligations under this Agreement, unless the hiring party obtains the prior written consent of the other party. Notwithstanding the foregoing provisions of this Section, each party acknowledges and agrees that this Agreement will not prohibit solicitations through general advertising or other publications of general circulation by either party and the employing, hiring, or engaging of any individuals as a result thereof.

M.   **Governmental Immunity**. Notwithstanding anything to the contrary set forth elsewhere in this Agreement, Customer has not, and in no event shall be construed to have, in or by virtue of this Agreement, waived any rights or defenses of governmental immunity that it may have with respect to any matters arising out of this Agreement or performance hereunder.

N.   **Exhibits**. The Exhibits referred to in and attached to this Agreement are made a part of it as if fully included in the text.

O.   **Non-Discrimination**. During the performance of this Agreement, CGI and its subcontractors shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, in employment practices, in the furnishing of services to recipients, or in any other way. CGI shall ensure that the evaluation and treatment of its employees and applicants for employment, and all persons receiving and requesting services from CGI, are free of such

discrimination. CGI and its subcontractors hereunder shall, in the performance under this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to any given target population, as such may be designated in this Agreement, shall not be deemed to be prohibited discrimination. CGI acknowledges that any breach by it or its subcontractors of this Section shall subject CGI to any penalties imposed under applicable law for a violation of anti-discrimination laws or regulations.

P.   **Governmental Grants**. If this Agreement has been or will be funded with monies received by Customer pursuant to a contract by Customer with, or pursuant to a grant by, any state or federal government or any agency thereof, CGI shall comply with the provisions of said contract or grant, to the extent CGI has been provided with a copy (or otherwise informed by Customer in writing) of such provisions and such provisions are applicable to CGI, and, in such a case, said provisions shall be deemed a part of this Agreement, as though fully set forth herein.

Q.   **Records and Audit Rights**. CGI shall prepare, maintain, and preserve all records, reports, documents, and books of account that may be required by federal, state, and local rules and regulations relating to this Agreement or performance hereunder, or that are required to verify the accuracy of any invoices submitted by CGI hereunder or CGI's compliance with the terms of this Agreement and applicable laws and regulations. CGI shall maintain such records, reports, documents, and books for a period of at least three (3) years after the termination of this Agreement, and if any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of such three year period, then CGI shall retain said records, reports, documents, and books until such action is resolved. CGI shall also cause each of its subcontractors to prepare, maintain, and preserve reports, documents, and books of account in the same manner as CGI is required to do so hereunder. Customer shall have the right to examine and audit all such reports, documents, and books of account of CGI and its subcontractors related to this Agreement from time to time. In addition, consistently with applicable law (e.g., as required pursuant to CAL. GOV'T CODE § 8546.7), at the request of Customer or as part of any state audit of Customer, from time to time during the period described above, CGI shall make it books and records, and shall cause its subcontractors to make their respective books and records, relating to this Agreement that it is required to maintain hereunder available for examination and audit by the State Auditor of the State of California. If any audit conducted hereunder reveals an overcharge (net of any undercharges) to Customer with respect to the fees or other charges hereunder, then CGI shall promptly refund such overcharge, and, if such overcharge represents more than three percent (3%) of the amounts that Customer should have been charged, then CGI shall promptly refund to Customer, or at Customer's option, issue to Customer a credit for, the cost of such audit. In the event that any such audit reveals a failure by CGI or its subcontractors to comply with the terms hereof, or with applicable laws or regulations, and performance hereunder is ongoing, then CGI shall promptly and fully correct such failure to comply and any effects thereof.

R.   **Federal Access to Records**. If and to the extent that Section 1861(v)(1)(i) of the Social Security Act (42 United States Code Section 1395x(v)(1)(i)) is applicable to this Agreement, CGI shall, during the term of this Agreement and for a period of four (4) years following the termination of this Agreement, maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human

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Services or the Comptroller General of the United States, or to any of their authorized representatives, the books, documents and records of CGI that are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if CGI provides any of the services to be provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve month period with a related organization (as that term is defined under Federal law), CGI shall cause each such subcontract to require the subcontractor to maintain and make available its books, documents and records relating to such subcontract in the same manner as CGI is required to do so hereunder.

S.   **Independent Contractor**. In the performance of its work, duties, and obligations under this Agreement, CGI shall at all times be acting and performing as an independent contractor and not as an employee of Customer or its Affiliates. No offer or obligation of permanent employment with Customer or its Affiliates is intended hereby or hereby made in any manner, and CGI shall not become entitled, by virtue of this Agreement, to receive from Customer or its Affiliates any form of employee benefits, including, but not limited to, sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CGI shall be solely liable for, and shall be obligated to pay directly, all applicable taxes, including, but not limited to, federal and state income taxes and social security, arising out of CGI's performance in connection with this Agreement. In connection therewith, CGI shall defend, indemnify, and hold the Customer Indemnitees harmless from any and all liability which the Customer Indemnitees may incur because of CGI's failure to pay such taxes.

T.   **Publicity**. Each party shall submit to the other all advertising, written promotional materials, press releases, and other publicity matters relating to this Agreement, or the execution hereof, that mention or contain the other party's name or mark or that contain language from which said name or mark may be inferred or implied, and neither party shall publish or disclose any such advertising, promotional materials, press releases, or publicity matters without the prior written approval of the other party. Nevertheless, each party may disclose the other party's name and the fact of the existence of this Agreement whenever required by applicable laws or regulations, and CGI may reference the name of Customer as a part of its general client list without the need to first obtain Customer's prior written approval.

U.   **Signature Authority**. The individual executing this Agreement on behalf each party hereby represents that he or she has the requisite authority to enter into this Agreement on behalf of such party and to bind such party to the terms and conditions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

Each party has caused its authorized representative whose name and signature appears below to execute this Agreement, effective as of the Effective Date.

CGI Technologies and Solutions Inc. (CGI)	The County of Monterey, California (Customer)
By: _David Delgado_ (Signature of Chair, President, or Vice-President)	By: _[signature]_
Name: DAVID DELGADO	Name: Michael R. Derr
Title: VICE PRESIDENT	Title: Contracts/Purchasing Manager
Date: 3/11/08	Date: 4-3-08

CGI side (continued):

By: _[signature]_
(Signature of Secretary, Asst. Secretary, CFO, or Asst. Treasurer)

Name: Joseph Figini
Title: Asst. Secretary
Date: 3/9/08

Customer side (continued):

Approved as to Form
By: _W. Allen Bidwell_
Name: W. ALLEN BIDWELL
Title: County Counsel Deputy
Date: 03-21-2008

Approved as to Fiscal Provisions:
By: _Michael R. Miller_
Name:
Title: Auditor / Controller
Date: March 21, 2008

Approved as to Liability Provisions:
By:
Name:
Title: Risk Management (if applicable)
Date:

EXHIBIT A

Licensed Software

1.   **Licensed Software.** CGI hereby licenses to Customer the following computer software components, which constitute the Software licensed to Customer hereunder:

AMS Advantage® Financial Management System 3 (Microsoft Windows/Microsoft SQL Server 2005 platform/database) including the following modules:
>   Financial Management Base System
>   Asset Management
>   Project and Grants Management
>   Treasury Accounting

AMS Advantage Procurement System including the following modules:
>   Professional
>   Vendor

AMS Advantage Performance Budgeting:
>   Performance Budgeting and Formulation
>   Salary and Benefit Forecasting
>   Budget Book Publishing

AMS Advantage Human Resource Management System including the following modules:
>   Human Resources
>   Position Control
>   Benefits Administration
>   Time and Attendance
>   Payroll Management
>   Employee Self Service
>   Learning Management (Powered By Meridian)

AMS infoAdvantage Server Bundle

Promptly after execution of the Agreement, CGI shall deliver to Customer one (1) copy of the above-described Software (including, but not limited to, the source code for such Software), either electronically or on industry-standard, machine-readable media.

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 set forth in the documentation described in Section 3 below.

3.   **Licensed Documentation.** Without limiting the definition of the "Documentation" that is given in the Agreement, the Documentation that CGI is licensing to Customer includes, but is not necessarily limited to, the following documents, all of which CGI shall deliver to Customer promptly after execution hereof:

>   AMS Advantage 3.7 – System Admin Guide
>   AMS Advantage Admin 3.7 – Setup Page Security
>   AMS Advantage Financial 3.7 – System Admin Guide
>   AMS Advantage HRM 3.7 – System Admin Guide
>   AMS Advantage 3.7 – Dev Toolkit Installation Guide
>   AMS Advantage 3.7 – Installation Guide – 1 – Introduction – Admin
>   AMS Advantage 3.7 – Installation Guide – 2 – Third Party Products
>   AMS Advantage 3.7 – Installation Guide – 3 – Admin
>   AMS Advantage 3.7 – Installation Guide – 5 – Post Installation
>   AMS Advantage 3.7 – Installation Guide – Clustering
>   AMS Advantage Financial 3.7 – Release Notes
>   AMS Advantage Financial 3.7 – Release Notes – Index of New Resources (MHT)
>   AMS Advantage Financial 3.7 – Release Notes – Index of New Resources (XLS)

AMS Advantage Financial 3.7 – Release Notes – Resolved Issues
AMS Advantage 3.7 – Dev Toolkit Installation Guide – Financial
AMS Advantage 3.7 – Installation Guide – 1 – Introduction – Financial
AMS Advantage 3.7 – Installation Guide – 2 – Third Party Products
AMS Advantage 3.7 – Installation Guide – 4 – Financial
AMS Advantage 3.7 – Installation Guide – 5 – Post Installation
AMS Advantage 3.7 – Installation Guide – Clustering
AMS Advantage Financial 3.7 – Release Notes
AMS Advantage Financial 3.7 – Release Notes – Index of New Resources (MHT)
AMS Advantage Financial 3.7 – Release Notes – Index of New Resources (XLS)
AMS Advantage Financial 3.7 – Release Notes – Resolved Issues
AMS Advantage 3.7 – Developer Guide
AMS Advantage 3.7 – Getting Started Guide
AMS Advantage 3.7 – Sys Admin Guide
AMS Advantage 3.7 Upgrade – Manager Users Guide
AMS Advantage 3.7 Upgrade – Overview Guide
AMS Advantage Financial 3.7 – Developer Guide
AMS Advantage Financial 3.7 – GA User Guide
AMS Advantage Financial 3.7 – Sys Admin Guide
AMS Advantage Financial 3.7 – System Overview
AMS Advantage Financial 3.7 – User Guide
AMS Advantage Fixed Assets 3.7 – User Guide
AMS Advantage Global Attributes – User Guide
AMS Advantage – Performance Tuning Guide
AMS Advantage Procurement 3.7 – User Guide
AMS Advantage Treasury Accounting 3.7 – User Guide
AMS Advantage VSS 3.7 – Sys Admin User Guide
AMS Advantage – Year End Procedure Manual
AMS Advantage 3.7 – Dev Toolkit Installation Guide – HRM
AMS Advantage 3.7 – Installation Guide – 1 – Introduction-HRM
AMS Advantage 3.7 – Installation Guide – 2 – Third Party Products
AMS Advantage 3.7 – Installation Guide – 4 – HRM
AMS Advantage 3.7 – Installation Guide – 5 – Post Installation
AMS Advantage 3.7 – Installation Guide – Clustering
AMS Advantage Financial 3.7 – Release Notes
AMS Advantage Financial 3.7 – Release Notes – Index of New Resources (MHT)
AMS Advantage Financial 3.7 – Release Notes – Index of New Resources (XLS)
AMS Advantage Financial 3.7 – Release Notes – Resolved Issues
AMS Advantage 3.7 – Developer Guide
AMS Advantage 3.7 – Sys Admin Guide
AMS Advantage ESS 3.7 – Setup Options Guide
AMS Advantage ESS 3.7 – User Guide (CHM)
AMS Advantage ESS 3.7 – User Guide (PDF)
AMS Advantage Global Attributes – User Guide
AMS Advantage HRM 3.7 – Developer Guide
AMS Advantage HRM 3.7 – Getting Started Guide
AMS Advantage HRM 3.7 – Payroll Engine Developer Guide
AMS Advantage HRM 3.7 – Payroll Engine Sys Admin Guide
AMS Advantage HRM 3.7 – Sys Admin Guide
AMS Advantage HRM 3.7 – System Overview Guide
AMS Advantage HRM 3.7 – Upgrade Overview Guide
AMS Advantage HRM 3.7 – User Guide (CHM)
AMS Advantage HRM 3.7 – User Guide (PDF)
AMS Advantage HRM 3.x – Build Process Guide
AMS Advantage HRM – 2006 Tax Reporting Supplement
AMS Advantage – Performance Tuning Guide
AMS Advantage 3.7 – Dev Toolkit Installation Guide – Vendor
AMS Advantage 3.7 – Installation Guide – 1 – Introduction – Vendor
AMS Advantage 3.7 – Installation Guide – 2 – Third Party Products
AMS Advantage 3.7 – Installation Guide – 4 – Vendor
AMS Advantage 3.7 – Installation Guide – 5 – Post Installation

AMS Advantage 3.7 – Installation Guide – Clustering
AMS Advantage Financial 3.7 – Release Notes
AMS Advantage Financial 3.7 – Release Notes – Index of New Resources (MHT)
AMS Advantage Financial 3.7 – Release Notes – Index of New Resources (XLS)
AMS Advantage Financial 3.7 – Release Notes – Resolved Issues
AMS Advantage 3.7 – Developer Guide
AMS Advantage 3.7 – Sys Admin Guide
AMS Advantage 3.7 – Upgrade Overview Guide
AMS Advantage Global Attributes – User Guide
AMS Advantage – Performance Tuning Guide
AMS Advantage VSS 3.7 – Sys Admin Guide
AMS Vendor Self Service – 3.7 User Guide
Performance Budgeting 3.7.0.1 – Release Notes
Performance Budgeting 3.7 – Extensibility Guide
Performance Budgeting 3.7 – Installation Guide
Performance Budgeting 3.7 – Upgrade Guide
Performance Budgeting 3.7 – User Guide
Performance Budgeting 3.7 – WebSphere and IBM HTTP Server Installation Guide
Performance Budgeting 3.7 – WebSphere Cluster Installation Guide
AMS infoAdvantage 3.7.0.1 – Financial Baseline Reports Guide
AMS infoAdvantage 3.7.0.1 – Universal Guide
AMS infoAdvantage – Financial Mapping
AMS infoAdvantage 3.7.0.1 – PB Baseline Reports Guide
AMS infoAdvantage 3.7.0.1 – Release Instructions
ESS User Guide and ESS Setup Options Guide
Documentation, as applicable, for the Bundled Products and the Third Party Products licensed pursuant to this Exhibit

Electronic copies of the Documentation shall be included with the Software when delivered to Customer, on industry-standard, machine-readable media.

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) AMS 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 AMS 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 AMS infoAdvantage Software, for additional servers or mainframes, as the case may be, Customer may purchase additional licenses at the prices described in Section 5, below.

5. **Price Protection.** Customer may purchase licenses to additional Software from CGI: (i) at any time during the first two (2) years after the Effective Date, at a discount of at least fifteen percent (15%) off of CGI's then-current list prices; and (ii) at any time after the expiration of the period described in the foregoing clause (i), at prices no greater than CGI's then-current list prices.

6. **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 AMS infoAdvantage Software with AMS Advantage databases. Bundled Products and Third Party Products may be subject to separate terms and conditions, as described below.

7. **License Fees.** The total license fees for Software, Bundled Products, Third Party Products, and Documentation licensed to Customer hereunder, as specified and described in this Exhibit, are $1,464,651.00. These license fees shall be payable as follows:

    a. 100 % of the license fees for the Bundled Products and Third Party Products licensed pursuant to this Exhibit (i.e., $831,868.00) is payable upon execution of the Agreement;

    b. With respect to the remaining license fees (i.e., the license fees for the Software that does not constitute Bundled Products or Third Party Products):

        1. $141,216.50 shall be payable upon delivery of the Financials, Performance Budgeting, and infoAdvantage modules of the Software to Customer, which delivery is scheduled to occur on April 7, 2008;

        2. $175,175.00 shall be payable upon delivery of the Human Resources Management module of the Software to Customer, which delivery is scheduled to occur on October 1, 2008;

        3. $141,216.50 shall be payable upon the Go Live Date of the Financials, module of the Software, which is scheduled to occur on July 9, 2009; and

        4. $175,175.00 shall be payable upon the Go Live Date of the Human Resources Management module of the Software, which is scheduled to occur on December 31, 2009.

8. **Warranty Period.** The Warranty Period for the Software licensed hereunder shall commence upon the delivery of such Software to Customer and shall continue for the first year after the Go Live Date for such Software (whether hereunder or under any separate written agreement pursuant to which CGI is providing implementation, configuration, integration, or similar services with respect to such Software).

9. **Bundled 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. CGI does not itself give or make any warranty of any kind with respect to the Bundled 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 Products or additional Bundled Products.

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

Adobe Present Central Pro Output Server– 1 production and 1 non-production printer output license *[Governed by vendor terms and conditions]*

Adobe Present Output Designer – 2 named user license *[Governed by vendor terms and conditions]*

Adobe RoboHelp® Office – 1 named user license *[Governed by Shrink-wrap License]*

Pervasive® Data Integrator Pro Developer™ 2 named user license *[Governed by Shrink-wrap License]*

Pervasive Data Integrator Pro Engine™ 2 CPU production and 2 CPU non-production license (Single threaded) *[Governed by Shrink-wrap License]*

1099 Convey – Network A, 3 workstation license and 1-5,000 1099s processed annually *[Governed by Shrink-wrap License]*

Business Objects Application Specific Server Bundle – 1 production and 1 pre-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 license

Finite Matters, Ltd. PatternStream® – 1 runtime/developer license, includes Adobe Framemaker – 1 user license

Versata Logic Server – 1 application specific site license

Versata Designer Studio – 4 named user license

IBM WebSphere – 2,800 PVU (IBM Processor Value Units) *[Governed by vendor terms and conditions]*

IBM WebSphere Portal Express – 200 PVU *[Governed by vendor terms and conditions]*

IBM WebSphere Enterprise Service Bus – 400 PVU *[Governed by vendor terms and conditions]*

IRI CoSort – 1non production licenses for Intel Xeon / 8 CPU / 32 GB and 1 production licenses for Intel Xeon / 2 CPU / 8 GB *[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 *[Governed by Shrink-wrap License]*

Monsell EDM DeltaXML – 1 site license

Meridian Global 2008.2 – up to 5,000 users

10. **Third Party Products.** Customer acknowledges that the Software may require the third-party products identified in the Documentation (the "Third Party Products") in order to be operable, and CGI represents that, except as otherwise provided below, no other third-party products besides the Third Party Products are or shall be required to appropriately utilize the Software, in accordance with the Documentation. Prior to Customer's use of the Software, Customer must obtain licenses to use the Third Party Products from the applicable licensors, except for the Bundled Products described above and the Third Party Products identified below, which CGI is licensing or providing to Customer hereunder. Except for the Bundled Products identified above and the Third Party Products identified below, no licenses for or to 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 Third Party Products identified below. Changes in the Software that CGI may make from time to time may make it necessary for Customer to acquire, at its own expense, updated versions of the Third Party Products or additional third party products that are identified in the Documentation for such changed Software. 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 Third Party Products that CGI is providing to Customer hereunder, which shall be subject to and governed by their respective terms and conditions attached hereto, are as follows:

SymPro Investment
SymPro Debt

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11. **AMS Advantage Portal**. CGI shall for no additional fee, upon general availability of the AMS Advantage Portal, license the AMS Advantage Portal to Customer. This license shall be limited to CGI's AMS 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 AMS Advantage Portal.

EXHIBIT B

Customer's Affiliates

AROMAS TRI-COUNTY FIRE DISTRICT	CASTROVILLE CEMETERY ENDOWMENT DISTRICT
CARMEL VALLEY FIRE DISTRICT	GONZALES CEMETERY DISTRICT
NORTH COUNTY FIRE DISTRICT	GONZALES CEMETERY ENDOWMENT DISTRICT
CARMEL HIGHLANDS FIRE DISTRICT	KING CITY CEMETERY DISTRICT
GONZALES RURAL FIRE DISTRICT	KING CITY CEMETERY ENDOWMENT DISTRICT
GREENFIELD FIRE DISTRICT	SAN ARDO CEMETERY DISTRICT
MISSION-SOLEDAD RURAL FIRE DISTRICT	SAN ARDO CEMETERY ENDOWMENT DISTRICT
SO MONTEREY CO FIRE PROTECTION DISTRICT	GREENFIELD CEMETERY DISTRICT
SALINAS RURAL FIRE DISTRICT	GREENFIELD CEMETERY ENDOWMENT DISTRICT
MID-CARMEL VALLEY FIRE DISTRICT	SOLEDAD CEMETERY DISTRICT
CYPRESS FIRE PROTECTION DISTRICT	SOLEDAD CEMETERY ENDOWMENT DISTRICT
CARMEL AREA WASTEWATER DISTRICT	SAN LUCAS CEMETERY DISTRICT
NORTH SAL V MOSQUITO ABATEMENT DISTRICT	NORTH COUNTY PUBLIC RECREATION DISTRICT
SEASIDE CO SANITATION DISTRICT	GREENFIELD PUBLIC RECREATION DISTRICT
MTRY BAY AIR POLLUTION CONTROL DISTRICT	GREENFIELD MEMORIAL DISTRICT
CARM AREA WW RECLAMATION O&M DISTRICT	SPRECKELS MEMORIAL DISTRICT
MTRY REG CO SANITATION DISTRICT	SOLEDAD MISSION RECREATION DISTRICT
MONTEREY CO. RESOURCE CONSERV DISTRICT	MONTEREY PEN REGIONAL PARK DISTRICT
PACKARD GRANT-RESOURCE CONSERV DISTRICT	CARMEL VALLEY RECREATION DISTRICT
PEBBLE BEACH CSD OPERATIONS DISTRICT	NOR CNTY SENIOR NUTRITION PROG DISTRICT
PEBBLE BEACH CS CAPITAL OUTLAY DISTRICT	REGIONAL TRANS PLANNING DISTRICT
PAJARO COMMUNITY SERVICES DISTRICT	CHILDREN & FAMILIES COMM DISTRICT
SPRECKELS COMMUNITY SERVICES DISTRICT	ABANDONED VEHICLE AUTHORITY DISTRICT
CHOLAME VAL CEMETERY DISTRICT	SURFACE TRANSPORTATION PROGRAM DISTRICT
CASTROVILLE CEMETERY DISTRICT	CONGESTION MITIG AIR QUALITY DISTRICT
	LOCAL AGENCY FORMATION COMM DISTRICT

EXHIBIT C

Functional Requirements

The functional requirements for the Software are as specified in Exhibit D-1 to Statement of Work No. 1 to the Master Services Agreement between CGI and Customer dated as of even date herewith.

EXHIBIT D

Form of Third-Party Access Agreement

CGI TECHNOLOGIES AND SOLUTIONS INC.
THIRD PARTY SOFTWARE ACCESS AGREEMENT

This Third Party Software Access Agreement ("Access Agreement") is dated effective as of
_____, 200_ (the "Effective Date") by and among the County of Monterey ("Licensee"), a
political subdivision of the State of California having a place of business at 1260 S. Main Street, Salinas,
CA 93901, CGI Technologies and Solutions Inc. ("CGI"), a Delaware corporation having its principal
place of business at 4050 Legato Road, Fairfax, Virginia, 22033, and _____
("Contractor"), a _____ corporation having a principal place of business at
_____.

1. **ACKNOWLEDGMENTS**

   A. CGI and Licensee have entered into a certain Master Proprietary Software
   License Agreement dated **[*insert license date*]** (the "License Agreement"), under
   which CGI licensed to Licensee certain proprietary software referred to as
   [*describe or name software*] and related CGI materials. As used in this Access
   Agreement, the term "Software" means the software and related materials
   licensed to Licensee under the License Agreement, any modifications,
   supplements and alterations to such software and related materials, and any
   derivative or updated works based upon such software and related materials.

   B. Licensee and Contractor have entered into a **[*insert agreement title*]** dated **[*insert
   agreement date*]** (the "Services Agreement") pursuant to which Contractor will
   provide **[*describe services, for example:* automated data processing and related
   services]** ("Services") to Licensee.

   C. In the course of performing the Services, Contractor will receive or otherwise
   have access to the Software and other CGI information concerning CGI or the
   Software that is confidential, proprietary or trade secret to CGI. CGI desires to
   have all such information kept in strict confidence and used only in accordance
   with and subject to the terms and conditions of the License Agreement and this
   Access Agreement.

   D. CGI, Licensee and Contractor agree that each has received sufficient
   consideration for their respective performances under this Access Agreement.

2. CONFIDENTIALITY

A.   Licensee and Contractor agree that: (i) the Software is proprietary to CGI; (ii) neither legal nor equitable title to the Software passes to Licensee or Contractor under the License Agreement or this Access Agreement; (iii) the License Agreement and the Software constitute valuable assets of CGI; and (iv) any information with respect to the Software is confidential and proprietary to CGI.

B.   Neither Licensee nor Contractor may permit the duplication, reproduction, or copying of the Software, or permit the Software to be made available for any purpose to any third party whatsoever, except as expressly authorized by this Access Agreement or the License Agreement, without the prior written consent of CGI. Contractor agrees not to disassemble, decompile, or reverse engineer the Software for its own purposes or those of any third party. Contractor further agrees not to use the Software for its own benefit or the benefit of any third party.

C.   Licensee may permit Contractor to have access to the Software, but solely to the extent necessary and for the exclusive purpose of permitting Contractor to perform the Services, and subject to the provisions of this Access Agreement and the License Agreement.

D.   In no event may the original or any copies of the Software leave the permitted site(s) designated in the License Agreement, or Licensee notifies CGI of from time to time in accordance with the License Agreement, without the prior written approval of CGI, which approval CGI will not unreasonably withhold or delay.

E.   Contractor will not disclose the Software to any third party without CGI's prior written approval, except that Contractor may disclose the Software to, and Contractor agrees to limit disclosure of the Software to, those of Contractor's employees who have a need to know or access the Software in order for Contractor to perform its obligations under the Services Agreement (the "Permitted Employees"). Prior to gaining access to the Software, each Permitted Employee must execute a legally binding written agreement with Contractor ("Employee Agreement"). The Employee Agreement must (A) subject the Permitted Employee to the obligations of confidentiality and restrictions on disclosure of the Software that are substantially similar to the obligations of Contractor that are set forth in this Access Agreement, and (B) acknowledge CGI's rights in the Software. Contractor shall, upon the written request of CGI from time to time, promptly provide CGI with a list, in writing or electronically, identifying the Permitted Employees who have then been given, or who then have, access to the Software.

F.   As an inducement to CGI to enter into this Access Agreement, Contractor agrees that, during the Restricted Period, as defined below, none of the Permitted Employees will be placed on any other projects or proposed projects (including involvement in the preparation of proposals and bids) pursuant to which Contractor is offering (i) to license to the recipient of the proposal any application

software that is a competitive alternative to the Software, or (ii) to modify, enhance, maintain or support the Software for any customer of Contractor's other than Licensee that is, or that is then reasonably expected to become, a licensee of the Software. In addition, Contractor agrees that, during the Restricted Period, as defined below, neither Contractor nor any of the Permitted Employees will knowingly or intentionally disparage CGI or the Software for the purpose of marketing application software that is a competitive alternative to the Software or for the purpose of offering to modify, enhance, maintain or support the Software for any third party. The foregoing restrictive covenants will apply to each Permitted Employee during the time such Permitted Employee has access to the Software or related CGI materials and for a period of **[_____ years]** [*insert period of time mutually agreed upon by Contractor and CGI*] after the Permitted Employee last had access to the Software or related CGI materials (the "Restricted Period"). Contractor acknowledges and agrees that the restrictive covenants set forth in this paragraph are reasonable and that its failure to comply strictly with any of them will entitle CGI to terminate this Access Agreement for cause immediately upon written notice to Contractor and Licensee.

G.   The provisions of this Section 2 shall remain in full force and effect after, and otherwise survive, the expiration or termination of this Access Agreement.

3.   EXCLUSION OF WARRANTIES

NO WARRANTIES OR REMEDIES PROVIDED BY CGI TO LICENSEE UNDER THE LICENSE AGREEMENT ARE MADE AVAILABLE TO OR INURE TO THE BENEFIT OF CONTRACTOR. NOTHING IN THIS ACCESS AGREEMENT MAY BE CONSTRUED AS CREATING ANY REPRESENTATION, OBLIGATION, OR WARRANTY ON THE PART OF CGI. AS BETWEEN CGI AND CONTRACTOR, THE SOFTWARE IS AS-IS AND WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

4.   LIMITATION OF LIABILITY

A.   CGI WILL HAVE NO LIABILITY TO LICENSEE OR CONTRACTOR FOR ANY CLAIMS BY EITHER OF THEM ARISING OUT OF OR RELATING TO THIS ACCESS AGREEMENT.

B.   In no event will CGI, as a result of or in relation to this Access Agreement, be liable for: (1) any damages caused by the failure of Contractor, Licensee or their respective affiliates or suppliers to perform any of their responsibilities; (2) any claims or damages arising out of or related to modifications made to the Software by Contractor or the use of any portions of the Software that have been modified by Contractor; (3) any claims or demands of third parties; or (4) any lost profits,

loss of business, loss of use, lost savings or other consequential, special, incidental, indirect, exemplary or punitive damages, even if CGI has been advised of the possibility of such damages.

C.   Contractor will, at its own expense, settle or defend CGI in all claims or actions by third parties against CGI arising out of or relating to the Services or to Contractor's use of or inability to use the Software and Documentation and will pay all settlements, costs, damages, and legal fees and expenses finally awarded.

5.   GENERAL

A.   Licensee, CGI and Contractor agree and affirm that the terms of the License Agreement will be and remain in full force and effect. Nothing in this Access Agreement relieves Licensee or CGI of any of its obligations under the License Agreement.

B.   Both Contractor and Licensee agree to comply fully will all relevant export laws and regulations of the United States such that no information or technical data provided pursuant to this Access Agreement is exported or re-exported directly or indirectly in violation of such laws and regulations.

C.   Contractor may not assign or otherwise transfer this Access Agreement without the prior written consent of CGI. Any purported assignment in violation of the preceding sentence will be void and of no effect. This Access Agreement will be binding upon the parties' respective successors and permitted assigns.

D.   Any notice or other communication required or permitted to be made or given by any party pursuant to this Access Agreement will be deemed to have been duly given: (i) five (5) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; (ii) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of such facsimile is promptly sent by another means specified in this section; or (iii) when delivered if delivered personally or sent by a nationally recognized, express courier service. All notices will be sent to the intended recipient party, with a copy to the third party, at their respective addresses set forth below or at such other address as any party will have specified with respect to itself in a notice given in accordance with this section:

In the case of Licensee:	With a copy to:
The County of Monterey, California 1260 S. Main Street, First Floor Salinas, CA 93901 Attn: Greg Head, ERP Project Director	The County of Monterey, California 168 W. Alisal Street, Third Floor Salinas, CA 93901 Attn: Mike Derr, Contracts / Purchasing Manager

Fax: 831-784-5656 Phone: 831-755-5091 E-Mail: headgd@co.monterey.ca.us	Fax: 831-755-4969 Phone: 831-755-4992 E-Mail: derrm@co.monterey.ca.us
In the case of CGI:	With a copy to:
CGI Technologies and Solutions Inc. 4050 Legato Road Fairfax, Virginia 22033 Attn: Fax: Phone:	CGI Technologies and Solutions Inc. 4050 Legato Road Fairfax, Virginia 22033 Attn: Office of General Counsel Fax: 703.267.7161 Phone: 703.267.8000
In the case of Contractor:	With a copy to:
_____ _____ _____ Attn: _____ Phone:_____ Fax: _____ E-Mail: _____	_____ _____ _____ Attn: _____ Phone:_____ Fax: _____ E-Mail: _____

E.   This Access Agreement, together with the License Agreement, constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all other prior or contemporaneous communications between the parties (whether written or oral) relating to the subject matter of this Access Agreement. This Access Agreement may be modified or amended solely in a writing signed by all parties.

F.   This Access Agreement will be governed by the laws of the State of California, without regard to any provision of any law that would require or permit the application of the substantive law of any other jurisdiction.

G.   The provisions of this Access Agreement shall be deemed severable, and the unenforceability of any one or more provisions hereof shall not affect the enforceability of any other provisions. In addition, if any provision of this Access Agreement, for any reason, is declared to be unenforceable, the parties shall substitute an enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the parties, as evidenced hereby.

H.   No failure or delay by either party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party. If either party waives any right, power or remedy, such waiver will not waive any successive or other right, power or remedy the party may have under this Access Agreement.

I.   Any provision of this Access Agreement that imposes or contemplates continuing obligations on a party will survive the expiration or termination of this Access Agreement, including, but not limited to, Sections 2, 3 and 4.

Each party has caused its authorized representative to execute this Agreement as of the Effective Date.

CGI Technologies and Solutions Inc.   The County of Monterey
(CGI)   (Licensee)
By: By:
Name: Name:
Title: Title:
Date: Date:

_____
(Contractor)
By:
Name:
Title:
Date:

NGEDOCS: 1396836.12