

Amendment No. 21
To
Proprietary Software Maintenance Agreement No. 1402716
between
CGI Technologies and Solutions Inc.
and
Monterey County, California

This Amendment No. 21 (Amendment) to the Proprietary Software Maintenance Agreement No. 1402716, (“Agreement”) by and between CGI Technologies and Solutions Inc. (“CGI”) and Monterey County, California (“Customer” or “County” or “Monterey County”) is made July 1, 2026 (“Amendment Effective Date”).

WHEREAS, Customer and CGI entered into a Proprietary Software Maintenance Agreement, No. 1402716, dated April 7, 2008 (“Agreement”) for support of CGI’s proprietary software product known as AMS Advantage and identified subsystems and third party products;

WHEREAS, CGI and Customer agreed to add the provision of the 2026 tax release to the scope of this maintenance extension; and

WHEREAS, CGI and Customer further seek to modify the Agreement for an additional year for provision of software maintenance services and to increase the amount of the Agreement through this Amendment 21;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Governing Document

The Agreement is incorporated herein and forms a part of this Amendment. Except as provided below, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and reaffirmed by the parties hereto. In the event of any conflict of inconsistency between the provisions set forth in the Amendment and the Agreement, this Amendment shall govern and control.

2. Exhibit A

Exhibit A of the Agreement is amended with the attached Exhibit A to establish the Maintenance Fee Schedule for July 1, 2026 through June 30, 2027, and to reflect the extension of maintenance services and EMS to be provided by CGI to Customer during this period.

3. Payment Terms

The Maintenance Fees specified in Section 2 of the attached Exhibit A are governed by the payment terms of the Agreement. All Maintenance Fees are to be paid to CGI in United States Dollars, by wire transfer of funds to an account designated by CGI or by check. All other payment terms of the Agreement apply to this Amendment.

4 Deliverables:

- A. 2026 tax release
-

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the effective date, by their respective duly authorized representatives.

CGI Technologies and Solutions Inc. (CGI)

Monterey County, California (Customer)

By: _____

By: _____

Name: _____

Name: Eric Chatham

Title: _____

Title: Chief Information Officer

Date: _____

Date: _____

By: _____

Name: Samuel Beiderwell

Title: Deputy County Counsel

Date: _____

**EXHIBIT A TO AMENDMENT NO. 21
CGI TECHNOLOGIES AND SOLUTIONS INC.
Proprietary Software Maintenance Agreement**

1. **Maintenance Period.** The Maintenance period covered by this Amendment No. 21 is July 1, 2026, through June 30, 2027.
2. **Maintenance Fee.** The maintenance fees for services provided by CGI to Customer during the Maintenance Period shall be as follows:

	Standard Maintenance	Tax Release
July 1, 2026 – June 30, 2027	\$1,204,987.44	\$242,445.00

Note: The standard maintenance for July 1, 2026-June 30, 2027 does not include CGI Advantage® Performance Budgeting.

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

3. **License Agreement.** The Software was provided to Customer pursuant to the terms and conditions of that certain Proprietary Software License Agreement between CGI and Customer, effective April 7, 2008, as amended.
4. **Software.** Maintenance services are provided with respect to the Software as outlined in the Proprietary Software License Agreement dated April 7, 2008 (“Agreement”), as amended. Customer has chosen to discontinue maintenance on the products set forth in subsections “a” below. Therefore, these products will not be eligible for standard maintenance, patches or upgrades during the maintenance period established above, in this Amendment No. 21. If, at a later date, Customer choses to reinstate one (1) or more of these products under maintenance, or if Customer upgrades a product and seeks maintenance of an upgraded product, CGI may charge back maintenance fees or a new license fee, whichever is less. As noted below, maintenance services are not provided for the following Software:
 - a. SymPro - (1) Earnings Allocation Module Investment Portfolio Management, (1) Multi-User – 6 concurrent users, (1) Debt & Fixed Income Modules Management and Investments, (1) General Ledger Module and Interface to Advantage, and (1) Financial Services Module.

Agreed to and initialed for identification by:

(Customer)

(CGI)