

Amendment No. 20
To
Proprietary Software Maintenance Agreement No. 1402716
between
CGI Technologies and Solutions Inc.
and
Monterey County, California

This Amendment No. 20 (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, 2024 (“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; and

WHEREAS, the parties agreed to delivery of Enhanced Maintenance Services (EMS) made necessary by Monterey County’s unique business practices in Amendment No. 7 to the Proprietary Software Maintenance Agreement, No. 1402716, effective July 26, 2011; and

WHEREAS, CGI and Customer agreed to extend CGI’s provision of EMS for a period of two (2) years through this Amendment 20.

WHEREAS, CGI and Customer further seek to modify the Agreement for an additional two (2) years for provision of EMS and software maintenance services and to increase the amount of the Agreement through this Amendment 20;

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, 2024 through June 30, 2026, 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 sent to Bank of America, c/o CGI Technologies and Solutions Inc. at 12907 Collections Center Drive, Chicago, IL 60693. All other payment terms of the Agreement apply to this Amendment.

4. Services to be Performed and Schedule of Performance:

The scope of the work will be limited to:

- A. Enhanced Maintenance Services (EMS) - Patch Set Services:

- (1) Maintenance of a copy of Monterey County's Advantage HRM and Advantage Financial production code base and representative County scrubbed data at CGI facilities.
 - (2) Issue and resolution support for the County's Advantage HRM and Financial customizations.
 - (3) Patch Set Delivery of a total of four (4) ready-to-run County-specific code merges (Patch Sets) per year for mutually agreed Advantage HRM and Advantage Financial defect resolutions as more fully described in this Section.
 - i) Baseline resolutions for Advantage HRM and Advantage Financial (limited to 50 per year) will be included in the four (4) annual Patch Sets. Custom resolutions to Advantage HRM and Advantage Financial (limited to 10 per year) will be included in the four Patch Sets. County and CGI will mutually agree on which resolutions are considered custom. These patch set counts apply to Advantage Financial and Advantage HRM combined.
 - ii) Mandatory Patches will be included at no additional cost.
 - iii) The total incident resolutions per year for Advantage HRM and Advantage Financial should not exceed 50 baseline resolutions or 10 custom resolutions, excluding mandatory patches.
 - iv) Additional annual resolutions (over 50 combined baseline or over 10 custom) will be covered at rate of \$1,500 / resolution. Incident resolutions do not cover technology compatibility releases for third-party products including, but not limited to, Oracle, WebSphere, Adobe, Microsoft Windows, Microsoft SQL Server, and RedHat, which are not within the scope of this Amendment.
 - (4) Within the above limits, distribution of patches across Advantage HRM and Advantage Financial products at the County's discretion.
 - (5) Advantage Tax release for Tax Year 2024-2025.
 - (6) Patch Set content documentation and Patch Set testing guidelines documentation.
- C. Enhanced Maintenance Services (EMS) – Extended Phone Support Services:
- (1) The County will be provided with a toll-free number for CGI to report any urgent production application issue believed to be a software defect involving Advantage HRM and Advantage Financial.
 - (2) This hotline is staffed 24x365 for issue submission and discussion of County-provided artifacts. These artifacts will be used to initiate the issue resolution process, which will occur during EMS extended support hours.
 - (3) EMS extended support hours for issue resolution are generally Monday through Friday, 24 hours per day, excluding major holidays observed by CGI. CGI will provide a list of these major holidays no later than July 1st of each contract year.

- (4) This service will be in effect starting with the Effective Date of this Amendment No. 20, July 1, 2024.

D. Enhanced Maintenance Services (EMS) – Discretionary Services

- (1) CGI will expend up to 150 hours per year of services (“Discretionary Service Hours”) to provide the County with functional and technical support.
- (2) These Discretionary Service Hours are available to the County beginning with the Effective Date of this Amendment No. 20, July 1, 2024, and do not roll over from one year to the following year. Any Discretionary Service Hours remaining at day end of each June 30th will expire and will no longer be available for use. Beginning July 1st of each subsequent agreement year, County will be entitled to 150 Discretionary Services Hours, through June 30th of the following year. These Discretionary Service Hours will be performed remotely.

5 Deliverables and Schedule of Performance:

A. Patch Set Delivery: A total of four (4) Patch Sets annually. The total incident resolutions for Advantage HRM and Advantage Financial for the duration should not exceed 50 baseline and 10 custom per year.

- (1) Tentative Patch Delivery Dates
 - i) Patch Set 1 – August 2024, 2025
 - ii) Patch Set 2 – December 2024, 2025
 - iii) Patch Set 3 –March 2024, 2025
 - iv) Patch Set 4 June 2024, 2025
- (2) Tentative Tax Release Date (December of each year)
 - i) 2024 Tax Year release
 - ii) 2025 Tax Year release

B. Discretionary Hours:

- (1) 150 service hours will be provided to the County effective July 1, 2024 through June 30, 2025.
- (2) 150 service hours will be provided to the County effective July 1, 2025 through June 30, 2026.

6 EMS Work Request Manager.

The EMS Work Request Manager is:

Paresh Patel

7 Resources and Responsibilities of County:

The County will provide the following resources and has the following responsibilities to support CGI’s performance of EMS:

A. Services or Support:

The County is responsible for the following tasks to support CGI's deliver of the EMS set forth in Section 3, "Deliverables and Schedule of Performance". If the County fails to perform its responsibilities in a commercially reasonable time for the respective County activity, prevents CGI from or delays CGI in performing the EMS, CGI will be entitled to an equitable adjustment in the schedule for performance. In such event, the parties will mutually agree upon a Change Order documenting the adjustments.

- (1) List of patch requests from available resolutions for each Patch Set at least eight (8) weeks prior to the Patch Set delivery date
- (2) Code Installation – The County will be responsible for installing the code delivered by CGI to its test environment(s) and production environment. The County should only make updates to Advantage HRM and Advantage Financial application code via EMS Patch Sets.
- (3) Acceptance Test – The County will be responsible for developing the acceptance test plan, populating the databases for acceptance tests, and conducting the acceptance tests in its environment. Upon receipt of a Patch Set, the County will install and test the contents of the Patch Set within sixty (60) days. County will report any issues to CGI via the standard Advantage Support Center issue submission portal. Any delay in acceptance testing may have an impact on future patch set schedules.

B. Facilities and Equipment: N/A

C. Environments: The County will test all patches in a test environment prior to moving them into production. The County will also make available to CGI the County's Advantage HRM and Advantage Financial production application code and scrubbed data, after the migration of each Patch Set to production, to enable CGI to update its environment.

D. Proprietary Materials: N/A

7 Other Provisions and Assumptions:

- A. EMS is only effective as long as the County remains current on standard CGI Advantage Maintenance as defined in the Agreement and modified in Amendment No. 17.
- B. The pricing included in this Amendment assumes that Monterey will use CGI Upgrade Services through go live for its next minor (or major) release upgrade. Should Monterey County upgrade without CGI Upgrade Services, there will be additional setup costs for re-establishing the EMS environments.
- C. Support for any future upgrades, including but not limited to, Major, Minor or Compatibility Release upgrades is not included in this Amendment.


ALL OTHER TERMS AND CONDITIONS REMAIN IN PLACE AND UNCHANGED.

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

CGI Technologies and Solutions Inc. (CGI)

Monterey County, California (Customer)

By: 

By: DocuSigned by:

747D862C7BD04AE

Name: Greg Hussey


Name: Eric Chatham

Title: Sr. Vice President

Title: Chief Information Officer

Date: 04/08/2024

Date: 5/16/2024 | 12:05 PM PDT

By: DocuSigned by:

61542069561440E...

Name: Samuel Beiderwell

Title: Deputy County Counsel

Date: 5/16/2024 | 11:58 AM PDT

EXHIBIT A TO AMENDMENT NO. 20
CGI TECHNOLOGIES AND SOLUTIONS INC.
Proprietary Software Maintenance Agreement

1. **Maintenance Period.** The Maintenance period covered by this Amendment No. 20 is July 1, 2024, through June 30, 2026.
2. **Maintenance Fee.** The maintenance fees for services provided by CGI to Customer during the Maintenance Period shall be as follows:


	Standard Maintenance	EMS
July 1, 2024 – June 30, 2025	\$1,152,140.37	\$251,459.38
July 1, 2025 – June 30, 2026	\$1,130,300.98	\$264,032.34

Note: The standard maintenance for July 1, 2025-June 30, 2026 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. 20. If, at a later date, Customer chooses 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)

Amendment No. 9
to
Proprietary Software License Agreement, No. 1396836
between
CGI Technologies and Solutions Inc.
and
Monterey County, California

This Amendment No. 9 (Amendment) to the Proprietary Software License Agreement No. **1396836** (“Agreement”) by and between CGI Technologies and Solutions Inc. (“CGI”) and Monterey County, California (“Customer”) is made July 1, 2024 (“Amendment Effective Date”).

WHEREAS, Customer and CGI entered into a Proprietary Software License Agreement, No. **1396836**, dated April 7, 2008, as previously amended for the purchase of CGI’s proprietary software product known as CGI Advantage and identified subsystems and third party products;

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

WHEREAS, Customer and CGI agree to amend the Agreement by updating the licensing of CGI and specified Bundled Products to Customer, as described in this Amendment 9; and

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

1. Governing Document

The Agreement is incorporated herein and forms a part of this Amendment No. 9. Except as provided below, all other terms and conditions of the Agreement, as amended, shall remain unchanged and in full force and effect and are hereby ratified and reaffirmed by the parties hereto. In the event of any conflict of inconsistency between the provisions set forth in this Amendment No. 9 and the Agreement, this Amendment No. 9 shall govern and control.

2. Exhibit A

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

ALL OTHER TERMS AND CONDITIONS REMAIN IN PLACE AND UNCHANGED.

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

CGI Technologies and Solutions Inc. ("CGI")

BY: 
(Signature)

Greg Hussey
(Print Name)

Sr. Vice President
(Title)

Monterey County, California ("Customer")

BY: 
(Signature)

Eric Chatham
(Print Name)

Chief Information Officer
(Title)

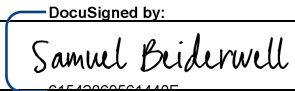
BY: <u></u> (Signature)
<u>Samuel Beiderwell</u> (Print Name)
<u>Deputy County Counsel</u> (Title)

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

1. Licensed Software and Source Code.

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

CGI Advantage® Financial Management System 3 including:

Financial Management Base System
Asset Management
Project and Grants Management (now part of Financial Management Base System)
Treasury Accounting

CGI Advantage Procurement System including:

Procurement Professional
Vendor Self Service

CGI Advantage Performance Budgeting including: (Maintenance services will be cancelled June 30, 2025)

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

CGI Advantage Human Resource Management System including:

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

CGI infoAdvantage® Server Bundle

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

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

- (1) Client employees may access the source code solely for the purposes of applying software patches, updates, or corrections provided to Client by CGI.
- (2) Client will not permit any third party, including without limitation Client’s other contractors or Client personnel that are not Client employees, to access the Source

Code for any purpose, including application of software patches, updates, or corrections as described in Section 1.B.(1) of this Exhibit.

- (3) Without limiting the generality of this Subsection B, Client will not access or use the source code for purposes of creating modifications, enhancements, or derivatives of the licensed CGI Advantage software.
- (4) Client will immediately return the Source Code to CGI upon CGI's written request.

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

2. **Specifications.** The Specifications for the Software include those specifications and functional requirements identified or described in Exhibit C to the Agreement, as well as any specifications, requirements, and functionality set forth in the Documentation for the Software, including those specifications set forth in the documentation described in Section 3 below.
3. **Licensed Documentation.** The Specifications for the Software listed in Section 1 of this Exhibit are set forth in the documentation available for download on the CGI website (<https://sc.cgi.com/advantage/>); referred to in this Agreement as the "Documentation."

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

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

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

240 Church Street, Salinas, California 93901

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

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

Customer may only use the CGI infoAdvantage Software with CGI Advantage databases. Bundled Products and Third Party Products may be subject to separate terms and conditions, as described.

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

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

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

Adobe Present Output Designer – 2 Named User Licenses - *(Maintenance services cancelled. Please see the Proprietary Software Maintenance Agreement for additional details)*

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

Convey Taxport Saas – 10,000 transactions
 Real-Time Identity Verification, Bulk TIN Matching – 3 years of data storage *[Annual service, governed by Shrink-wrap License]*

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

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

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

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

IRI CoSort - 1 production licenses for Intel Xeon/IBM3560/8/32
[Governed by Shrink-wrap License]

Monsell EDM DeltaXML – 1 Site License

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

SymPro - (1) Earnings Allocation Module Investment Portfolio Management, (1) Multi-User – 6 concurrent users, (1) Debt & Fixed Income Modules Management and Investments, (1) General Ledger Module and Interface to Advantage, and (1) Financial Services Module. *(Maintenance services cancelled with this Amendment 9)*

BA&T SAP BusinessObjects Business Intelligence Platform (CS) (licensed in blocks of 25) – 2

BA&T SAP BusinessObjects Web Intelligence (CS) (licensed in blocks of 25) – 2

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

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

BA&T SAP BusinessObjects Intl Platform Mobile add-on (25 CS) (licensed in blocks of 25) – 1

BA&T SAP BusinessObjects Crystal Reports (CS) (licensed in blocks of 25) – 1

BA&T SAP BusinessObjects Business Intelligence Platform (User) – 27

SAP Application Standalone Business Analytics Professional User (User) – 4

[Governed by SAP End User License Terms as Attachment 5 of Amendment 6]

SAP Application Standalone BI Limited User (User) – 23

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

Actian (previously known as Pervasive®) Data Integrator Pro Developer™ – 2 Named User Licenses- 2 Core/each

Actian Data Integrator Pro Engine™ – 1 Prod & 1 Non Prod - 4 Core

[Governed by Pervasive Software Inc. License Agreement as Attachment 2 of Amendment 6]

Note: Maintenance Services for the Actian software listed above will continue through August 31, 2024

Micro Focus Net Express (Windows) – 1 Named User License

Micro Focus Server for COBOL - <5,000 employees – Production and non-production

[Governed by MicroFocus End User License Agreement as Attachment 3 of Amendment 6]

Eclipse BIRT Engine and Eclipse BIRT Designer – Production – 2-core

Eclipse BIRT Engine and Eclipse BIRT Designer – Non-Production – 2-core

**** Unlimited copies of BIRT Designer are included with BIRT Modules ****

RedHat JBoss with Management - Premium – Prod – 2 cores

RedHat JBoss with Management - Premium – Non-Prod – 2 cores

[Governed by RedHat End User Terms and Conditions attached as Attachment 4 of Amendment 6]

Bundled Products Upgraded in this Amendment:


Hitachi Pentaho – 1 License Unlimited Installs

[Upon implementation, this shall be governed by the Hitachi Pentaho End User License Agreement (EULA) attached hereto as Attachment 1]


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

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

Agreed to and initialed for identification by:



(Customer)



(CGI)

Attachment 1

Hitachi Pentaho End User License Agreement (EULA)

The following terms and conditions shall apply to Hitachi Pentaho's software and shall supersede any other terms and conditions in the Agreement concerning the topics addressed herein.

1. **Definitions.**
 - A. **"Agreement"** means Client's agreement with CGI Technologies and Solutions Inc for the CGI Advantage® software.
 - B. **"Client"** means Monterey County, California.
 - C. **"Confidential Information"** means all information of a confidential or proprietary nature concerning the disclosing party's business which information is either marked as "confidential" or "proprietary" or that a reasonable person would understand to be confidential or proprietary given the nature of the information and the circumstances of the disclosure. Confidential Information also may include proprietary information of third parties who have granted licenses to or have contractual relationships with the disclosing party. In any event, Hitachi's Confidential Information includes all pricing information, know-how, trade secrets, development roadmaps for the Product, Documentation, Product Materials, license keys and all other technical and commercial information and software (excluding Third Party Software) included in or provided with the Product.
 - D. **"Documentation"** means the Hitachi Pentaho documentation as updated by Hitachi from time to time on <http://help.pentaho.com> or any other successor website, address or sources.
 - E. **"End User License Agreement" or "EULA"** means the Hitachi Pentaho terms and conditions provided herein.
 - F. **"Product"** means any and all of Hitachi Pentaho's proprietary data integration and business analytics software platform, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto, as well as any software provided by Hitachi that has been modified in any way by Hitachi at the request of a client.
 - G. **"Product Materials"** means marketing and other informational materials concerning the Product.
 - H. **"Third Party Software"** means any additional third party software components, such as open source software, delivered with the Product.
2. **On-Premise Deployment License.** Hitachi grants Client a non-exclusive, non-transferable term license, commencing on the effective date agreed to by Client and CGI, to the Product to install on its premises for use with Client's deployment of CGI Advantage® for its own internal business purposes for the duration of the Agreement in accordance with the terms and conditions of the Agreement and this EULA. The Product shall be deemed accepted by Client upon delivery of the first license key for the Product.
3. **Third Party Software.** Client acknowledges that the Product may be delivered with Third Party Software components including open source software. Each component of Third Party Software is licensed and distributed to Client under the terms of the applicable Third Party Software license terms. A list of the Third-Party Software and the applicable licenses is provided with the Product and/or set forth in the Documentation.
4. **Restrictions.** The Product may be used only for Client's own lawful business purposes. In its use of the Product, Client agrees: (i) it will not reverse engineer, reverse compile or disassemble any object code of the Product, except as allowed by applicable law; (ii) it will not copy, modify, distribute, rent, lease, assign, transfer, sublicense, display or otherwise distribute or make the Product available to any third party through a service bureau or otherwise; (iii) it will not use the Product on a standalone basis; (iv) it will comply fully with all laws and regulations applicable to its use of the Product, the Documentation, and Product Materials including export control laws as applicable; (v) it will prohibit redistribution of the Product; (vi) it will not remove any copyright or trademark notices included with the Product at any time for any reason; and (vii) it will not use the Hitachi logos or marks in a manner that Hitachi reasonably believes dilutes, tarnishes or blurs the value of such logos or marks. Client acknowledges that its use of Hitachi logos and marks will not create in Client, nor will Client represent it has, any right, title or interest in or to Hitachi logos or marks. Client will be responsible for its user's compliance with this EULA and liable for its user's breach thereof.
5. **Audit Rights.** Client agrees that Hitachi, upon at least thirty (30) days' prior written notice, may at its own cost and expense directly or through a third party, during business hours, inspect and verify Client's compliance with this EULA.
6. **Confidentiality.** Each party acknowledges that it acquires the right to use the other party's Confidential Information only under the terms and conditions of this EULA and does not acquire any rights of ownership or title in the other party's Confidential Information. Each party will hold in confidence any Confidential Information received by it from

the other party and will protect the confidentiality of such with the same degree of care that it exercises with respect to its own confidential information of a similar nature, but in no event less than reasonable care. Each party will use the other party's Confidential Information solely for the purposes of its performance of the activities contemplated by this Agreement. Each party will disclose Confidential Information only to its (and in the case of Hitachi, Hitachi's and its affiliates') employees, representatives, agents and authorized contractors who have a need to know such information for the purposes of this EULA and who are subject to confidentiality obligations no less restrictive than those contained herein. Client shall be permitted to disclose to its end users: (a) the Documentation; and (b) the Product Materials. Each party agrees to give notice to the other party immediately after learning of or having reason to suspect a breach of any of the restrictions set forth in this Section.

7. **Ownership.** Hitachi is and will remain the sole and exclusive owner of all right, title, and interest in and to the Product, including any and all works based on the Product created by Hitachi hereunder or otherwise, the Documentation, Product Materials, and all underlying Intellectual Property Rights ("**Hitachi IPR**") and Client acquires no ownership rights to any of the Hitachi IPR. "Intellectual Property Rights", as used herein, means all intellectual property rights worldwide arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired, including all: (i) patent rights; (ii) rights associated with works of authorship including moral rights, copyrights and mask work rights; (iii) rights relating to the protection of trade secrets and confidential information; (iv) trademarks, service marks, trade dress and trade names; and (v) any right analogous to those set forth in this EULA and any other proprietary rights relating to intangible property.
8. **Indemnification.**
 - A. **Infringement.** Subject to Section 8.C, Hitachi will defend, indemnify and hold Client harmless in the event of any third party action or proceeding brought against Client arising out of a claim that the use of the Product as licensed in this EULA infringes any copyright, moral right, trade secret, trade or service mark, or US patent. If Client's use of the Product under the terms of this EULA is, or in Hitachi's opinion is likely to be, enjoined due to the type of infringement or misappropriation specified in this Section, then Hitachi may, at its sole option and expense, either: (i) procure for Client the right to continue using such Product under the terms of the Agreement and this EULA; or (ii) replace or modify such Product so that they are non-infringing and substantially equivalent in function to the infringing component of the Product; or (iii), if the foregoing options are not accomplished despite the reasonable efforts of Hitachi, then Hitachi may terminate this EULA and Client would be entitled to receive a pro-rated refund for the pre-paid fees for the unexpired period of the license. HITACHI will pay any and all costs, damages, and expenses (including but not limited to reasonable attorneys' fees) finally awarded against Client by a court of competent jurisdiction or agreed to by Hitachi in settlement of such claim, in any such action or proceeding attributable to any such claim. THE INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS SECTION 8 ARE HITACHI'S SOLE AND EXCLUSIVE OBLIGATIONS, AND CLIENT'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO ANY CLAIM OF INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS IN CONNECTION WITH THE PRODUCT.
 - B. **Indemnity Exclusions.** HITACHI will have no obligations under Section 8 with respect to infringement or misappropriation arising from: (i) any claim that relates to open source software or freeware technology or derivatives or other adaptations thereof that is not embedded into the Product; (ii) modifications to the Product that were not performed or authorized in writing by Hitachi; (iii) the failure by Client to use the most recent version of the Product if doing so would have avoided the infringement claim; or (iv) the combination, use and operation of the Product with products not licensed by Hitachi such as any third party software or any hardware, operating software or data sources that the Product is not designed to operate with as set forth in the Documentation in a manner that violates this EULA.
 - C. **Indemnity Procedures.** A party entitled to indemnification under this Agreement (the "Indemnified Party") will tender each claim to the other party (the "Indemnifying Party") by promptly notifying the Indemnifying Party after first receiving notice of the claim (or potential claim). The Indemnifying Party will: (i) promptly assume the management and defense of the claim at its own expense, and will pay all costs associated with the defense, including reasonable attorneys' fees; and (ii) have full control over such defense, including any settlement discussions or agreement with the party making the infringement claim. The Indemnified Party shall, at the Indemnifying Party's cost, reasonably co-operate with the Indemnifying Party in the defense of such a claim.
9. **Warranty.** Subject to the terms of this Section 9, Hitachi warrants to Client that for a period of thirty (30) days following the date the preliminary or renewal license key for the Product is issued by Hitachi (the "Product Warranty Period"), the Product will substantially conform to the applicable Documentation. If, during the Product Warranty Period, Client notifies Hitachi in writing of a breach of the foregoing warranty, Hitachi will, at its option, correct such non-conformance in the applicable Product as soon as reasonably possible. If Hitachi is not able to correct such non-conformance within a reasonable period, then Client will be entitled to terminate the applicable order and receive a refund for any amounts paid in advance that are unused in connection with the Product. Any correction provided hereunder may take the form of a fix or workaround. This warranty shall not apply to the extent any non-conformance is the result of a failure of any hardware or software (including third party software) not provided or

licensed hereunder. The remedies provided herein are Client's sole and exclusive remedies, and Hitachi's sole and exclusive obligations and liability, for any breach of such warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 9, THE PRODUCT, DOCUMENTATION, AND PRODUCT MATERIALS ARE PROVIDED TO CLIENT "AS IS" AND HITACHI MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, ACCURACY OF DATA, INTEROPERABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HITACHI DOES NOT GUARANTEE OR WARRANT THAT THE USE OF THE PRODUCT, DOCUMENTATION, OR PRODUCT MATERIALS, WILL BE UNINTERRUPTED OR ERROR FREE.

10. Limitation of Liability.

- A. Exclusion of Certain Damages. EXCEPT AS PROVIDED IN THIS SECTION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER IN CONNECTION WITH THIS EULA OR ANY ORDERS FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES ("INDIRECT DAMAGES"), INCLUDING ANY LOSS OF PROFIT, REVENUE, INCOME OR DATA, HOWEVER ARISING AND WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE) OR BASED ON A BREACH OF ANY WARRANTY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PROVISIONS OF THIS SECTION WILL NOT APPLY TO ANY BREACH OF A PARTY'S OBLIGATIONS UNDER SECTION 6 (CONFIDENTIALITY), OR ANY USE OF HITACHI'S PRODUCT OR INTELLECTUAL PROPERTY OUTSIDE THE SCOPE OF THIS EULA.
- B. Liability Cap. EXCEPT AS PROVIDED IN THIS SECTION, HITACHI'S AGGREGATE CUMULATIVE LIABILITY FOR CLAIMS RELATING TO THIS EULA AND ALL ORDERS, WHETHER FOR BREACH OR IN TORT, WILL BE LIMITED TO THE AMOUNTS PAID AND PAYABLE BY CLIENT UNDER THE AGREEMENT AND ALL ORDERS DURING THE THIRTY-SIX (36) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM, UP TO A MAXIMUM OF \$1,000,000. THE TERMS OF THIS SECTION APPLY REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER BASED ON CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STATUTE OR OTHER LEGAL THEORY. THE LIMITATIONS IN THIS SECTION WILL NOT APPLY TO: (A) ANY BREACH OF HITACHI'S CONFIDENTIALITY OBLIGATIONS; OR (B) HITACHI'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 8 (INDEMNIFICATION).

11. Termination.

- A. For Convenience. Notwithstanding anything to the contrary in this EULA, Client may terminate this EULA and associated order for the Product(s) for its convenience by giving CGI ninety (90) day written notice, although that in all cases Client shall retain the obligation to pay the annual fees invoiced through the full term of the order even if terminated for convenience.
- B. For Breach. This EULA, and any associated order under the Agreement for Hitachi Product(s), may be terminated by Hitachi for cause immediately if Client materially breaches any provision of this EULA and fails to cure such breach within thirty (30) days of written notice, or shorter/longer period as mutually agreed in writing by the parties, describing the breach.
- C. Additional Effects of Termination. Upon the effective date of any termination or expiration of this EULA, or associated order under the Agreement, by either party: (a) all rights and licenses granted to Client hereunder will terminate and Client shall not seek to continue to use the Product outside of the scope of this Agreement, unless otherwise agreed in writing between the parties; and (b) Client will immediately destroy or return to CGI or Hitachi all Confidential Information in its possession, custody or control in whichever form held (including all copies or embodiments of the Confidential Information); (c) will cease using any Hitachi logos, trademarks, service marks and other designations of Hitachi. On termination or expiration of the Agreement, all existing order(s) shall terminate unless otherwise agreed between the parties.