



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 02/04/2020

* = Mandatory, information must be provided

or Procurement Director Award ☐

***Contractor/Vendor Name/Grantor (DBA):**

CGI Technologies and Solutions Inc

***Project Title/Description:**

Proprietary Software Maintenance for Enterprise Resource Planning (ERP) System

***Purpose:**

Amendment of Award: Master Agreement No. MA-PO-12-374, Amendment No. 8. This Amendment extends the termination date to 03/31/2030 for software maintenance for CGI Advantage and Bundled Software products, and increases the contract not-to-exceed amount by \$10,164,827.85 (\$9,240,752.59 for contract expenses plus \$924,075.26 for sales tax) for a cumulative not-to-exceed contract amount of \$17,451,413.35.

Administering Department: Information Technology

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.020, Competitive Sealed Proposals, Solicitation No. 0901706 was conducted. This software maintenance services contract was awarded by the Board of Supervisors to CGI Technologies and Solutions, Inc. on 01/12/2010 for \$6,569,537.00. Two other contracts were awarded from the same solicitation: one for software acquisition and one for system implementation services.

On 07/21/2010, the Procurement Director approved Amendment No. 1, which increased the award amount by \$114,220.00 for maintenance on additional Pervasive Data Integrator licenses.

On 06/30/2011, the Procurement Director approved Amendment No. 2, which increased the award amount by \$350,837.00 for maintenance on additional COBOL, Versala, and IBM Maximo licenses and for the removal of maintenance on certain other IBM Maximo licenses.

On 07/10/2012, the Board of Supervisors approved Amendment No. 3, which decreased the award amount by \$867,728.00 for decreased maintenance due to the removal of the Human Resource Management System software modules.

On 02/05/2013, the Procurement Director approved Amendment No. 4, which increased the award amount by \$95,495.00 for maintenance on the increased quantity of IBM Maximo licenses.

On 10/10/2014, the Board of Supervisors approved Amendment No. 5, which increased the award amount by \$433,792.50 for maintenance on an increase in the quantity of licensed software and the replacement of some bundled software.

On 08/15/2016, the Board of Supervisors approved Amendment No. 6, which provided for additional maintenance for years Seven (7) through Ten (10) due to a change in software products, and increased the award amount by \$121,890.80 for a cumulative contract amount of \$6,818,044.30 during the existing term.

On 06/19/2018, the Board of Supervisors approved Amendment No. 7, which provided for adjustments to the software maintenance payments for years Nine (9) and Ten (10) due to the acquisition and upgrading of Licensed Software and Bundled Software products, and increased the contract amount by \$468,541.20 (\$164,441.20 for contract expenses plus \$304,100.00 for sales tax) for a cumulative not-to-exceed contract amount of \$7,286,585.50.

PRCUID: 31202

Attachment: Contract Amendment No. 8

Revised 9/2019 To COB: 1-28-20

Page 1 of 3

Procure Dept 01/27/20 PM04:44

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Addendum

***Program Goals/Predicted Outcomes:**

Maintain maintenance agreement for integrated ERP systems to include financial, budgeting, work order & inventory management, and learning management.

***Public Benefit:**

Enhanced functionality and system integration that improves the County's ability to provide transparent and accurate financial information.

***Metrics Available to Measure Performance:**

More efficient internal processes and increased system reliability.

***Retroactive:**

No

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Effective Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount: \$* _____ ☐ Revenue Amount: \$ _____

***Funding Source(s) required:**

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____
Contract is fully or partially funded with Federal Funds? ☐ Yes ☐ No
If Yes, is the Contract to a vendor or subrecipient? _____
Were insurance or indemnity clauses modified? ☐ Yes ☐ No
If Yes, attach Risk's approval.
Vendor is using a Social Security Number? ☐ Yes ☐ No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 12-374
Amendment No.: 8 AMS Version No.: 20
Effective Date: 02/04/2020 New Termination Date: 03/31/2030
Prior Contract No. (Synergen/CMS): _____
☒ Expense or ☐ Revenue ☒ Increase ☐ Decrease Amount This Amendment: \$ 10,164,827.85
Is there revenue included? ☐ Yes ☒ No If Yes \$ _____
***Funding Source(s) required:** General Fund

Funding from General Fund? ☒ Yes ☐ No If Yes \$ 10,164,827.85 % _____

Grant/Amendment Information (for grants acceptance and awards) ☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
Effective Date: _____ Termination Date: _____ Amendment Number: _____
☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

***All Funding Source(s) required:**

***Match funding from General Fund?** ☐ Yes ☐ No If Yes \$ _____ % _____
***Match funding from other sources?** ☐ Yes ☐ No If Yes \$ _____ % _____
***Funding Source:** _____

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**

Contact: Eric Welch, Procurement Officer *[Signature]* Date: 1/24/20
Department: Procurement *[Signature]* Telephone: 520-724-9510
Department Director Signature/Date: *[Signature]* 1/27/2020
Deputy County Administrator Signature/Date: *[Signature]* 1/27/2020
County Administrator Signature/Date: *[Signature]* 1/27/2020
(Required for Board Agenda/Addendum Items)

Pima County Department of Information Technology

Project: Proprietary Software Maintenance for Enterprise Resource Planning (ERP) System

Contractor: CGI Technologies and Solutions Inc.
11325 Random Hills Road, Fairfax, VA 22030

Contract No.: MA-PO-12-374 (Formerly Contract No.: 11-14-C-142784-0210)

Contract Amendment No.: Eight (#8)

Orig. Contract Term:	2/24/2010-2/23/2015	Orig. Amount:	\$6,569,537.00
Termination Date Prior Amendment:	2/23/2020	Prior Amendments Amount:	\$717,048.50*
Termination Date This Amendment:	3/31/2030	This Amendment Amount:	\$10,164,827.85
		Revised Total Amount:	\$17,451,413.35

CONTRACT AMENDMENT

This Amendment No. 8 ("Amendment") to the Proprietary Software Maintenance Agreement dated February 24, 2010 as amended ("Agreement") by and between CGI Technologies and Solutions Inc. ("CGI") and Pima County, Arizona ("County" or "Client") is made effective as of February 4, 2020 ("Effective Date").

WHEREAS, COUNTY and CONTRACTOR entered into Proprietary Software Maintenance Agreement ("Contract") for software maintenance services as referenced above; and

WHEREAS, COUNTY and CONTRACTOR have agreed to extend the Agreement to remain coterminous with the CGI Technologies and Solutions Inc. Proprietary Software License Agreement and the Maintenance Period, and to increase the Contract amount to allow for continued Proprietary Software Maintenance for the Enterprise Resource Planning (ERP) system; and

WHEREAS, COUNTY and CONTRACTOR have agreed to amend Exhibit A to include a new Maintenance Period and to clarify the maintenance costs; and

WHEREAS, COUNTY and CONTRACTOR have agreed to amend the Agreement to provide for CGI to internally host a copy of the County's Advantage environment as a means to facilitate software incident resolution; and add definition and additional language regarding software releases to clarify the intentions of both parties; and

WHEREAS, COUNTY and CONTRACTOR have agreed to add a provision regarding Israel boycotts as required by A.R.S. § 35-393.01.

NOW, THEREFORE, it is agreed as follows:

1. Governing Document

This Amendment No. 8 ("Amendment") is authorized pursuant to the Contract as previously amended. Except as modified here, the terms and conditions of the Contract remain in full force and effect.

2. Contract Term

This amendment extends the termination date of the Agreement from February 23, 2020 to March 31, 2030 to allow for the purchase of additional licenses and to remain coterminous with the Proprietary Software License Agreement and its Maintenance Coverage Period's annual cycle of April 1 to March 31.

3. Definitions.

The following definition is added to Section 1. Definitions of the Agreement:

- N. "Release" shall mean a distribution of the baseline version of the Advantage Software (for example, version 3.10.0.1), a correction or Enhancement to the Advantage Software to be installed as required and communicated by Advantage support.

4. Revisions to Section 2. Maintenance

Section 2 (Maintenance) of the Agreement is hereby amended by replacing Subpart E in its entirety as follows:

- E. CGI will investigate and correct suspected software incidents at CGI's offices to the extent possible. If CGI's personnel travel to Client's place of business at Client's request to perform maintenance services, Client will pay CGI for the travel time and the reasonable travel and other out-of-pocket expenses of CGI's personnel. If a suspected software incident is attributable to a cause other than the Software as delivered by CGI, then Client will pay for CGI's work on a time-and-materials basis. Solely for the purpose of facilitating CGI's investigation and correction of suspected software incidents at CGI's offices, which shall be at CGI's sole discretion, at no additional charge CGI will host a copy of the Client's Advantage production code and scrubbed data ("Environment Copy") in a secure hosting facility selected by CGI ("Hosting Facility") subject to the terms and conditions set forth in this Subsection E. CGI will provide written notification to Client of the location of the Hosting Facility.
 - i. Notice of Readiness for Shipping Environment Copy. When CGI is ready to receive and install the Environment Copy in the Hosting Facility, it will provide Client with written notice together with written instructions for preparing the Environment Copy to be shipped to the Hosting Facility. The instructions provided will include instructions for removing or masking (collectively, "scrubbing") personal or other sensitive data from the Environment Copy before it is shipped.
 - ii. Client Responsibility for Preparing the Environment Copy. Upon receipt of notice from CGI described in Subparagraph i, the Client will prepare the Environment Copy, including scrubbing all sensitive data from the Environment Copy, in accordance with the written instructions provided by CGI pursuant to Subparagraph i. CGI may assist in the scrubbing process. Client will be responsible for validating that all sensitive data has been scrubbed from the Environment Copy before shipping it to the Hosting Facility.
 - iii. CGI Responsibility for Shipping Environment Copy. CGI will be responsible for arranging with a third party for, and paying the cost of, secure shipping of the Environment Copy from the Client's offices to the Hosting Facility and, if the Client data is subsequently to be returned pursuant to Subparagraph vi, from the Hosting Facility to the Client's offices.

iv. CGI Obligation to Secure Environment Copy. Once CGI has received the scrubbed Environment Copy, CGI will install it in the Hosting Facility. Notwithstanding the Client scrubbing the Environment Copy in accordance with Subparagraph ii, while the Environment Copy is installed in the Hosting Facility, CGI will maintain and follow appropriate technical and organizational measures intended to protect Client data in the Environment Copy against accidental, unauthorized or unlawful access, disclosure, alteration, loss, or destruction. Without limiting Client remedies and notwithstanding anything to the contrary in this Agreement, CGI shall promptly disclose, investigate and remediate any accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access of Client's Information and take such actions as necessary in connection therewith.

v. Updates to Environment Copy. The parties will work together to establish and document a refresh schedule and process for updates to the Environment Copy to provide that the Environment Copy and the Client's production environment remain synchronized.

vi. Return or Destruction of Environment Copy. On reasonable advance written notice of not less than thirty (30) days, either party may terminate the arrangement for CGI hosting of the Environment Copy for any reason or for no reason. Once a party has given the required notice, CGI will, at the Client's option, either return or destroy, and certify destruction of, the Client data included in the Environment Copy. If the Client opts for a return, CGI shall return the applicable Client data in the same format and on similar physical media as the Client deployed originally in shipping it to CGI.

vii. CGI will bear no liability for damages or costs of any kind arising from disclosure of Client data included from the Environment Copy that results from any cause other than CGI's failure to perform its obligations under the Agreement. Otherwise, CGI's liability is subject to the limitation of liability specified in Section 7 (Limitation of Remedies) of the Agreement.

Section 2. Maintenance, Subpart F of the Agreement is replaced in its entirety with the below language:

F. At the expiration of the Maintenance Period stated in this Amendment, Client may buy maintenance services for the Software for subsequent Maintenance Periods in which CGI is offering maintenance services. Client may obtain such maintenance services only if (i) Client has paid the maintenance fee for all prior maintenance periods listed in Exhibit A; and (ii) Client incorporates into the Software all mandatory corrections, and Enhancements to the Software that CGI has made available to Client.

Section 2. Maintenance of the Agreement is edited to add the following new subparts:

N. CGI will periodically provide baseline patches and data fixes derived from Software incident corrections that are Critical. CGI will require these be installed in the CGI-specified order to remain in compliance with this maintenance agreement.

O. If Client has contracted to upgrade to version 3.11 or higher prior to the release of version 4.3 with the anticipated date of April 2021 or later, continuation of support services for Client's current version 3.10 will be provided until the upgrade project has been successfully completed or 30

months from the start of the upgrade project, whichever is sooner. If Client has not contracted to upgrade to version 3.11 or higher when version 4.3 is released with the anticipated date of April 2021 or later, continuation of support services will be negotiated.

5. Notice

Section 8. General, Subpart A. is updated with new notification contacts for both County and CGI. Replace the contact table with the below updated table.

In the case of County:	With a copy of notices to:
Pima County 33 N. Stone Ave., 14 th Floor Tucson, AZ 85701 Attn: CIO Phone: 520724-7580	Pima County 130 W. Congress St. 3 rd Floor Tucson, AZ 85701 Attn: Procurement Director Phone: 520-724-8161
In the case of CGI:	With a copy of legal notices to:
CGI Technologies and Solutions Inc. 11325 Random Hills Road Fairfax, VA 22030 Attn: Surabhi Subramanyam, Vice President Phone: 703-267-8000	CGI Technologies and Solutions Inc. 11325 Random Hills Road, 8 th Floor Fairfax, VA 22030 Attn: Office of General Counsel Email: us-ogc.crp@cgi.com

6. Exhibit A

The current "Exhibit A: CGI Technologies and Solutions Inc. Proprietary Software Maintenance Agreement", Amendment No. Seven (7) is replaced in its entirety with the attached document identified as "Exhibit A: CGI Technologies and Solutions Inc. Proprietary Software Maintenance License Agreement, Amendment No. Eight (8)".

7. Israel Boycott Certification

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

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All other provisions of the Contract not specifically changed by this Amendment remain in effect and are binding upon the parties.

APPROVED:

Chairman, Board of Supervisors

Date

CGI Technologies and Solutions Inc.



Authorized Officer Signature

Subramanyam Surabhi, Vice President

Printed Name and Title

1/24/2020

Date

ATTEST:

Clerk of the Board

Date

APPROVED AS TO FORM:



Stacey Roseberry, Deputy County Attorney

1/23/2020

Date

EXHIBIT A

CGI Technologies and Solutions Inc. Proprietary Software Maintenance Agreement Amendment No. Eight (8)

1. **Maintenance Period.** The Maintenance Period begins on April 1, 2020 and will continue for ten (10) years through March 31, 2030. Any additional Maintenance Periods must be mutually agreed to by both Parties.
2. **Maintenance Fees.** The maintenance fees for the CGI Advantage and Bundled Software Products are noted below.

	CGI Advantage Maintenance	Bundled Software Products Maintenance	Total Standard Maintenance
April 1, 2020 - March 31, 2021	\$234,973.16	\$571,102.36	\$806,075.52
April 1, 2021 - March 31, 2022	\$242,022.36	\$588,235.43	\$830,257.79
April 1, 2022 - March 31, 2023	\$249,283.03	\$605,882.51	\$855,165.54
April 1, 2023 - March 31, 2024	\$256,761.52	\$624,058.98	\$880,820.50
April 1, 2024 - March 31, 2025	\$264,464.37	\$642,780.74	\$907,245.11
April 1, 2025 - March 31, 2026	\$272,398.30	\$662,064.15	\$934,462.45
April 1, 2026 - March 31, 2027	\$280,570.25	\$681,926.08	\$962,496.33
April 1, 2027 - March 31, 2028	\$288,987.35	\$702,383.89	\$991,371.24
April 1, 2028 - March 31, 2029	\$297,656.97	\$723,455.40	\$1,021,112.37
April 1, 2029 - March 31, 2030	\$306,586.68	\$745,159.06	\$1,051,745.74
Subtotal:	\$2,693,703.99	\$6,547,048.60	\$9,240,752.59
10% Sales Tax			\$924,075.26
Grand Total:			\$10,164,827.85

*The "Prior Amendments Amount" in the header of this Amendment includes \$304,100 for Sales Tax that was applied to Amendment No. 7.

The following table is a further breakdown of the Bundled Software Products Maintenance and is for informational purposes only.

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Bundled Software Products Maintenance Breakout

	April 1, 2020 - March 31, 2021	April 1, 2021 - March 31, 2022	April 1, 2022 - March 31, 2023	April 1, 2023 - March 31, 2024	April 1, 2024 - March 31, 2025
Eclipse BIRT	\$9,228.49	\$9,505.34	\$9,790.50	\$10,084.22	\$10,386.75
SAP	\$124,742.99	\$128,485.28	\$132,339.84	\$136,310.03	\$140,399.33
IBM Websphere	\$72,572.06	\$74,749.22	\$76,991.70	\$79,301.45	\$81,680.49
Maximo Adapter for Microsoft Project	\$11,468.71	\$11,812.77	\$12,167.15	\$12,532.17	\$12,908.13
Maximo Linear Asset Manager	\$3,440.61	\$3,543.83	\$3,650.15	\$3,759.65	\$3,872.44
Maximo Asset Management Scheduler	\$8,798.14	\$9,062.08	\$9,333.95	\$9,613.96	\$9,902.38
Maximo Asset Management	\$207,310.59	\$213,529.91	\$219,935.81	\$226,533.88	\$233,329.90
Maximo Spatial Asset Management Install License	\$19,400.93	\$19,982.96	\$20,582.45	\$21,199.92	\$21,835.92
Maximo Asset Management Managed Service Providers	\$235.75	\$242.82	\$250.10	\$257.61	\$265.33
Maximo Anywhere	\$7,126.98	\$7,340.79	\$7,561.02	\$7,787.85	\$8,021.48
RedHatJBOSS	\$5,462.50	\$5,626.38	\$5,795.17	\$5,969.03	\$6,148.10
Meridian	\$33,000.76	\$33,990.78	\$35,010.51	\$36,060.82	\$37,142.64
Monsell EDM	\$382.29	\$393.76	\$405.57	\$417.74	\$430.27
Action	\$20,148.05	\$20,752.49	\$21,375.06	\$22,016.32	\$22,676.81
Sympro	\$31,278.28	\$32,216.63	\$33,183.13	\$34,178.62	\$35,203.98
Versata	\$16,505.23	\$17,000.39	\$17,510.40	\$18,035.71	\$18,576.79
Subtotal	\$571,102.36	\$588,235.43	\$605,882.51	\$624,058.98	\$642,780.74

Bundled Software Products Maintenance Breakout

	April 1, 2025 - March 31, 2026	April 1, 2026 - March 31, 2027	April 1, 2027 - March 31, 2028	April 1, 2028 - March 31, 2029	April 1, 2029 - March 31, 2030	Grand Total
Eclipse BIRT	\$10,698.35	\$11,019.30	\$11,349.88	\$11,690.37	\$12,041.08	\$105,794.28
SAP	\$144,611.31	\$148,949.65	\$153,418.14	\$158,020.69	\$162,761.31	\$1,430,038.57
IBM Websphere	\$84,130.90	\$86,654.83	\$89,254.48	\$91,932.11	\$94,690.07	\$831,957.31
Maximo Adapter for Microsoft Project	\$13,295.38	\$13,694.24	\$14,105.07	\$14,528.22	\$14,964.07	\$131,475.91
Maximo Linear Asset Manager	\$3,988.61	\$4,108.27	\$4,231.52	\$4,358.47	\$4,489.22	\$39,442.77
Maximo Asset Management Scheduler	\$10,199.45	\$10,505.44	\$10,820.60	\$11,145.22	\$11,479.58	\$100,860.80
Maximo Asset Management	\$240,329.79	\$247,539.69	\$254,965.88	\$262,614.86	\$270,493.30	\$2,376,583.61
Maximo Spatial Asset Management Install License	\$22,491.00	\$23,165.73	\$23,860.70	\$24,576.52	\$25,313.82	\$222,409.95
Maximo Asset Management Managed Service Providers	\$273.29	\$281.49	\$289.94	\$298.64	\$307.59	\$2,702.56
Maximo Anywhere	\$8,262.13	\$8,509.99	\$8,765.29	\$9,028.25	\$9,299.10	\$81,702.88
RedHat JBOSS	\$6,332.54	\$6,522.52	\$6,718.19	\$6,919.74	\$7,127.33	\$62,621.50
Meridian	\$38,256.92	\$39,404.63	\$40,586.77	\$41,804.37	\$43,058.51	\$378,316.71
Monsell EDM	\$443.18	\$456.47	\$470.17	\$484.27	\$498.80	\$4,382.52
Action	\$23,357.11	\$24,057.82	\$24,779.56	\$25,522.94	\$26,288.63	\$230,974.79
Sympro	\$36,260.10	\$37,347.90	\$38,468.34	\$39,622.39	\$40,811.06	\$358,570.43
Versata	\$19,134.09	\$19,708.11	\$20,299.36	\$20,908.34	\$21,535.59	\$189,214.01
Subtotal	\$662,064.15	\$681,926.08	\$702,383.89	\$723,455.40	\$745,159.06	

Annual Maintenance fees will remain unchanged for ten (10) years. Adjustments may be made in order to account for a change in the number of licenses purchased, licenses no longer used, or licenses no longer supported. The adjustments to the annual maintenance will be documented by an Amendment. Each year's maintenance fees are due and payable annually in advance. If Client removes any software product(s) after paying the annual maintenance fee during the Maintenance Period, the appropriate pricing adjustments will be made. CGI will apply previously paid maintenance amounts to the updated maintenance fees, as applicable.


3. **Software.** The maintenance services under this Agreement are provided with respect to the Software licensed to the County under Exhibit A of the Proprietary Software License Agreement dated as of February 24, 2010, as amended. The County has chosen to discontinue maintenance on the following products. Therefore, these products will not be eligible for standard maintenance, patches or upgrades. If, at a later date, the County chooses to reinstate these products under maintenance or for an upgrade, CGI may charge back maintenance or a new license fee, whichever is less. Maintenance services do not include the following Licensed Software and Bundled Software Products.
- a. Adobe Present Central Pro – CPU and 10 Print Locations Production – 2 Licenses - maintenance services canceled due to maintenance no longer being supported effective July 2016 and documented in Amendment 7
 - b. Adobe Present Central Pro – CPU and 10 Print Locations Non-Production – 1 License - maintenance services canceled per Amendment 7
 - c. Adobe Present Output Designer – 1 Named User License - maintenance services canceled July 2016 per Amendment 7
 - d. Granite XP Bidirectional Maximo Interface Module – maintenance services canceled June 2011 per Amendment 2
 - e. Granite XP Scheduler Module – maintenance services canceled June 2011 per Amendment 2
 - f. IBM Maximo® Tivoli Asset Internal Service Providers Install License – 5 Users – maintenance services canceled June 2011 per Amendment 2
 - g. IBM Maximo® Tivoli Asset Internal Service Providers Authorized User License – 100 Users - maintenance services canceled June 2011 per Amendment 2
 - h. IBM Maximo® Asset Management Self Service Requestor Authorized User License – 650 Users – no longer supported by IBM and maintenance services canceled with this Amendment 8
 - i. IBM Maximo® Asset Management Desktop Requisitioner Authorized User License – 20 Users – maintenance services canceled per June 2011 Amendment 2
 - j. IBM Maximo® Mobile Work Manager Authorized User – 20 Users – maintenance services canceled with Amendment 7
 - k. IBM Maximo® Mobile Inventory Manager Authorized User – 10 Users – maintenance services canceled with Amendment 7
 - l. 1099 Convey – Desktop, Ultimate, 6+ Users, 10,000 documents processed annually – maintenance services canceled with Amendment 7
 - m. CGI Advantage Human Resource Management Base System – maintenance Services canceled with Amendment 3
 - n. CGI Advantage Employee Self-Service – maintenance Services cancelled with Amendment 3
 - o. Micro Focus Server for COBOL – 1 (2 Cores), 2 CPU for Production – maintenance services to be cancelled as of March 31, 2020 per this Amendment 8
 - p. Micro Focus Server for COBOL – 1 (2 Cores), 2 CPU for Disaster Recovery – maintenance services to be cancelled as of March 31, 2020 per this Amendment 8
 - q. Micro Focus Net Express (Windows) – 1 Named User License for Production - maintenance services to be cancelled as of March 31, 2020 per this Amendment 8
 - r. Micro Focus Net Express (Windows) – 1 Named User License for Non-Production - maintenance services to be cancelled as of March 31, 2020 per this Amendment 8
 - s. CGI infoAdvantage – maintenance services to be cancelled as of March 31, 2020 per this Amendment 8
 - t. CGI infoAdvantage Dashboard – maintenance services to be cancelled as of March 31, 2020 per this Amendment 8
 - u. IBM Maximo® Adapter for Primavera – 1 Authorized User License – maintenance services cancelled with this Amendment 8

- v. SQL Server 2008 Enterprise, All Languages, Embedded Processor Runtime License – 10 – maintenance services to be cancelled as of March 31, 20020 per this Amendment 8
- w. Unrestricted: SAP Data Services (Core) – 8 - maintenance services to be cancelled as of March 31, 2020 per this Amendment 8
- x. Adobe RoboHelp® Office – 1 Named User License - maintenance services cancelled with this Amendment 8
- y. Adobe FrameMaker® – 1 Named User License for use with PatternStream [Governed by Shrink-wrap license] - maintenance services cancelled with this Amendment 8
- z. Finite Matters, Ltd. PatternStream® - 1 Runtime/Developer License - maintenance services cancelled with this Amendment 8

4. **License Agreement.** The Software was provided to Client pursuant to the terms and conditions of that certain Proprietary Software License Agreement between CGI and Client made effective as of February 24, 2010, as amended.

CGI agrees during the Maintenance Period, that should an escrow release event occur related to a Bundled Software Product, CGI will obtain the source code through the applicable escrow arrangement in order to continue to provide support to the County. CGI will provide a copy of the escrow agreement to the County. If CGI is unable to obtain source code from any Bundled Software Product vendor (including IBM) for any reason, CGI shall, at no additional cost to the County, provide the County with substitute Bundled Software Product (subject to a license granting the County and Licensor rights equivalent to those granted under the substituted Bundled Software Product License Agreement, and including ongoing maintenance) that is the functional equivalent of the Bundled Software that has become unavailable or is unsupported due to an escrow release event. The cost of the Implementations of the substitute Bundled Software Product would be the responsibility of the County.

Agreed to and initialed for identification by:

<hr style="width: 150px; border: 0; border-top: 1px solid black;"/>	 <hr style="width: 150px; border: 0; border-top: 1px solid black;"/>
(County)	(CGI)