



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 License for Enterprise Resource Planning (ERP) System

***Purpose:**

Amendment of Award: Master Agreement No. MA-PO-B507297-BC, Amendment No. 7. This Amendment extends the termination date to 03/31/2030 and provides confirmation of Licensed Software and related Bundled Software Products purchased in the previous Ten (10) year-term, clarifies the current licenses and fees, and adds a source code provision.

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 license contract was awarded by the Board of Supervisors to CGI Technologies and Solutions, Inc. on 01/12/2010, for \$3,142,341.00. Two other contracts were awarded from the solicitation: one for software maintenance and one for system implementation services.

On 07/21/2010, the Procurement Director approved Amendment No. 1, which accounted for license changes based on County's current needs, and increased the award amount by \$51,920.00 for a cumulative award amount of \$3,194,261.00.

On 06/30/2011, the Procurement Director approved Amendment No. 2, which accounted for license changes based on County's current needs, and increased the award amount by \$249,624.00 for a cumulative award amount of \$3,443,885.00.

On 02/05/2013, the Procurement Director approved Amendment No. 3, which accounted for license changes based on County's current needs, and increased the award amount by \$37,382.00 for a cumulative award amount of \$3,481,267.00.

On 10/10/2014, the Board of Supervisors approved Amendment No. 4, which accounted for license changes based on County's current needs, and increased the award amount by \$329,727.00 for a cumulative award amount of \$3,810,994.00.

On 08/15/2016, the Board of Supervisors approved Amendment No. 5, which extended the termination date to 02/23/2020 and updated the list of Software License Agreements. No additional funding was added and the cumulative award amount remained at \$3,810,994.00.

On 06/19/2018, the Board of Supervisors approved Amendment No. 6, which traded in, purchased, and removed certain Licensed Software and Bundled Software products and increased the award amount by \$409,113.14 for a cumulative award amount of \$4,220,107.14.

PRCUID: 31202

Attachment: Contract Amendment No. 7

To COB: 1-28-20 Addendum
ver. 20
pgs. 50

Revised 9/2019

Page 1 of 3

Procure Dept 01/27/20 PM04:44

- Rush -

***Program Goals/Predicted Outcomes:**

Maintain license 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): B507297-BC
Amendment No.: 7 AMS Version No.: 20
Effective Date: 02/04/2020 New Termination Date: 03/31/2030
Prior Contract No. (Synergen/CMS): 11-14-C-142784-0210
☒ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ 0.00
Is there revenue included? ☐ Yes ☒ No If Yes \$ _____
***Funding Source(s) required:** General Fund

Funding from General Fund? ☒ Yes ☐ No If Yes \$ 0.00 % _____

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 *Eric Welch*
Department: Procurement *John S. Welch* Telephone: 520-724-9510
Department Director Signature/Date: *Ann Hunt* 01/27/2020
Deputy County Administrator Signature/Date: *Cur* 1/27/2020
County Administrator Signature/Date: *C. Schallbaum* 1/27/2020
(Required for Board Agenda/Addendum Items)

Pima County Department of Information Technology

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

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

Contract No.: MA-PO-B507297-BC (Formerly Contract No.: 11-14-C-142784-0210)

Contract Amendment No.: Seven (7)

Orig. Contract Term:	2/24/2010-2/23/2015	Orig. Amount:	\$3,142,341.00
Termination Date Prior Amendment:	2/23/2020	Prior Amendments Amount:	\$1,707,766.14
Termination Date This Amendment:	3/31/2030	This Amendment Amount:	\$ 0.00
		Revised Total Amount:	\$4,220,107.14

CONTRACT AMENDMENT

This Amendment No. 7 ("Amendment") to the Proprietary Software License Agreement dated February 24, 2010, as amended ("Agreement") by and between CGI Technologies and Solutions Inc. ("CGI" or "Contractor") and Pima County, Arizona ("County" or "Client") is made effective as of February 4, 2020 ("Effective Date").

WHEREAS, COUNTY and CONTRACTOR entered into the Agreement to purchase Licensed Software and related Bundled Software Products as referenced above; and

WHEREAS, COUNTY and CONTRACTOR have agreed to modify the Agreement to extend the contract term and update Section 1. License, Subpart E.; and

WHEREAS, COUNTY and CONTRACTOR have agreed to amend Exhibit A to clarify the current licenses and fees and add a source code provision, and include the following additions:

- Attachment 3 to Exhibit A: Actian Corporation Customer License and Support Services Agreement
- Attachment 4 to Exhibit A: SAP OEM Software Use Rights

WHEREAS, COUNTY and CONTRACTOR have agreed to add the following new Exhibit:

- Exhibit C: CGI Technologies and Solutions Inc. Third Party Access Agreement (Licensed Software);

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. 7 ("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. License

Section 1. License, Subpart E is replaced in its entirety with the following:

- E. The source code version of the CGI Software is installed during implementation; however, the Client's right to access and use such source code shall be pursuant to Section 1. Subpart B Source Code of Exhibit A attached hereto. Source Code escrow for applicable Bundled Software Products defined in Exhibit A shall be addressed as part of maintenance.

3. Contract Term

This Amendment extends the termination date of the Contract from February 24, 2020 to March 31, 2030 to allow for the purchase of additional licenses and to remain coterminous with the CGI Technologies and Solutions Inc. Proprietary Software Maintenance Agreement (PSMA) and the Maintenance Period.

4. Notice

Section 10. General, Subpart A. is updated with new notification contacts for both County and CGI. This Amendment replaces 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

5. Exhibit A

The current "Exhibit A: CGI Technologies and Solutions Inc. Proprietary Software License Agreement, Amendment No. Six (6)" is replaced in its entirety with the attached document identified as "Exhibit A: CGI Technologies and Solutions Inc. Proprietary Software License Agreement, Amendment No. Seven (7)"

The attachments to Exhibit A are brought forward and identified as follows:

- a. "Attachment 1 to Exhibit A Sympro Software License and Service Agreement", 11 pages (Original Agreement)
- b. "Attachment 1 to Exhibit A Terms for IBM Sub-Capacity License", 4 pages (Added in Amendment #5)

- c. "Attachment 2 to Exhibit A End User Terms and Conditions JBOSS Enterprise Middleware", 2 pages (Added in Amendment #5)

6. 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.

7. Effect of Amendment

All other provisions of the Agreement, as amended, not specifically changed by this Amendment remain in effect and are binding upon the parties. For purposes of clarification, and without limiting the foregoing statement, the parties agree that the perpetual nature of the license granted in Section 1(A) of the Proprietary Software License, remains in effect and unchanged by this Amendment.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

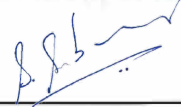
IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date, by their respective duly authorized representatives.

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 License Agreement
Amendment No. Seven (7)

1. **Licensed Software and Source Code.**

- A. **Licensed Software.** CGI is licensing to Client the following computer software components, comprising the CGI Advantage ERP Software:

CGI Advantage® Financial Management System including the following modules:

- CGI Advantage Financial Management Base System
- CGI Advantage Asset Management
- CGI Advantage Grant Lifecycle Management
- CGI Advantage Transparency Portal
- CGI Advantage 1099 Reporting
- CGI Advantage Treasury Accounting

CGI Advantage Procurement System including the following modules:

- CGI Advantage Procurement Professional
- CGI Advantage Vendor Self-Service

CGI Advantage Performance Budgeting

CGI Advantage Human Resource Management System including the following modules:

- CGI Advantage Human Resource Management Base System –
Maintenance services cancelled in PSMA Amendment 3
- CGI Advantage Employee Self-Service – *maintenance services cancelled in PSMA Amendment 3*

CGI infoAdvantage – *maintenance services cancelled as of March 31, 2020*

CGI infoAdvantage Dashboard – *maintenance services cancelled as of March 31, 2020*

CGI Advantage Maximo Integration adaptor

CGI is providing to Client one (1) copy of the Software on machine-readable media.

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

- (1) Client employees, and Client staff augmentation contractors approved by CGI who have duly executed the Third Party Access Agreement, attached hereto as Exhibit C, may access the Source Code solely for the purposes of

applying software updates, patches, or corrections provided to Client by CGI.

- (2) Without limiting the generality of Subsection 1.B(1), Client will not permit any other third party to access the Source Code for any purpose, including application of software updates, patches or corrections as described in Section 1.B(1) of this Exhibit.
- (3) Without limiting the generality of Subsection (1), 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 promptly return the Source Code to CGI within five (5) business days of receiving CGI's written request.

If CGI ceases to be in the business of providing maintenance support for the licensed CGI Advantage software, CGI will (i) promptly notify Client in writing; and (ii) provided Client is in compliance with this Agreement, the Proprietary Software Maintenance Agreement, and related services agreements between the parties, CGI may agree to amend this Agreement to allow Client access the Source Code for the sole purpose of maintaining the Client's instance 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 1.B(2) regarding third party access to the Source Code.

2. **Licensed Documentation.** The Specifications for the Software listed above in section 1 "Licensed Software" is collectively referred to in this Agreement as the "Documentation". CGI will provide Client access to its Documentation on the CGI website, <https://sc.cgi.com/advantage/>

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

3. **License Type.** The Software is licensed to Client on the following basis:
Enterprise License Client is permitted to use the Software for the purposes set forth in this Agreement. The license is not restricted by the number of servers or number of users, however Client may not resell the Software or its services nor can the software be used in a Service Bureau environment.
4. **Work That May Be Processed.** Client may only use the Software to process Client's own work.
5. **License Fee.** Total License Fees as stated below are fully paid. No changes have been made to the license fees in this Amendment 7.

Licensed Software	License Fee
Licensed CGI Software	\$1,617,174.00
Bundled Software Products	\$2,705,734.64*
Total License Fees	\$4,322,908.64

*\$102,802.49 was previously paid under contract MA B507308 and is not being paid under this contract.

6. **Warranty Period.** The Warranty Period for all current licenses has expired. The Warranty Period for all new licenses extends from installation until three hundred and sixty-five (365) days from Client acceptance.
7. **Bundled Software Products.** Included in the license fees set forth in Section 5 of this Exhibit A are the license fees for certain bundled software products (the “Bundled Software Products”) required to be used in connection with the Software. CGI is providing the following Bundled Software Products to Client:

A. Current Bundled Software Products Covered Under Maintenance

Action Data Integrator Professional Engine™ 1 (2-core) for Production ETL
Action Data Integrator Professional Engine™ 1 (2-core) for Non Production ETL
Action Data Integration Universal Engine Production – 2 Cores
Action Data Integration Universal Engine Non Production – 2 Cores
Action Data Integrator Professional Developer™ - 5 Named User Licenses (2-core)
Action Data Integrator Professional Engine™ - 1 License for UAT Non Production ETL (2 core)

[Governed by terms provided as Attachment 3 to Exhibit A in this Amendment 7]

Eclipse BIRT Engine – Production – 2-Cores
Eclipse BIRT Engine – Non-Production – 2-Cores
Eclipse BIRT Engine - UAT Non-Production – 2-Cores

Emphasys SymPro Treasury Management: – 3 Concurrent User License, *Fixed Income, Earning Allocation Module, General Ledger, Analytics, and Market Pricing*

Emphasys SymPro Debt Management – Debt Module and General Ledger
[Governed by terms provided in Attachment 1 to Exhibit A in the Original Agreement]

IBM Maximo® Asset Management Authorized User License – 160 Users
IBM Maximo® Asset Management Limited Use Authorized User License – 350 Users
IBM Maximo® Spatial Asset Management Install License – 5 User IBM Maximo®
IBM Maximo® Spatial Asset Management Authorized User License – 100 Users
IBM Maximo® Spatial Linear Management Authorized User License – 50 Users
[Note: Spatial Asset Management and Internal Service Provider modules require two types of licenses. The first is a general install license for the environment (1) that the solution is installed on. The second is the business user license which determines the number of authorized users].

IBM Maximo® Adapter for Microsoft Project Authorized User License – 125 Users
IBM Tivoli Maximo® Asset Management Scheduler Authorized User License – 45 Users
IBM Maximo Asset Management Managed Service Providers Authorized User – 1 User
IBM Maximo® Anywhere Authorized User License – 45 Users

IBM WebSphere Application Server Network Deployment – 1650 IBM Processor Value Units for Production sub capacity
IBM WebSphere Application Server Network Deployment – 590 IBM Processor Value Units for Production sub capacity

IBM WebSphere Application Server– 800 IBM Processor Value Units
IBM WebSphere Portal Server – 140 IBM Processor Value Units
[Governed by terms provided in Attachment 1 to Exhibit A in Amendment 5]

Meridian Global LMS® Suite – Up to 10,000 Users
Meridian Domain Manager – 1 site License

Monsell EDM DeltaXML – 1 Site License

RedHat JBoss with Management - Premium Production – 4-Cores
RedHat JBoss with Management - Premium Non-Production – 4 Cores
[Governed by terms provided in Attachment 2 to Exhibit A in Amendment 5]

Unrestricted: SAP Business Objects Enterprise, Premium Edition (Named User) – 21

Unrestricted: SAP Business Objects Enterprise, Premium Edition (Concurrent Sessions) – 80

[Note: CGI does not support all components within the SAP Business Objects Premium Edition software; however, Client will have the ability to call or submit tickets directly with SAP support for any issue CGI does not support.]
[SAP products governed by Attachment 4 to Exhibit A in this Amendment 7]

Versata Logic Server – 1 Site license
Versata Designer Studio – 4 Named User Licenses

B. Bundled Software Products Not Covered Under Maintenance (maintenance services have been cancelled or product is no longer supported)

1099 Convey – Desktop, Ultimate, 6+ Users, 10,000 documents processed annually
[Governed by Shrink-wrap License] – maintenance services canceled as noted in PSLA Amendment 6 and PSMA Amendment 7

Adobe Present Central Pro – (2) CPU & 10 Print Locations Production
Adobe Present Central Pro – (1) CPU & 10 Print Locations Non-Production
Adobe Present Output Designer – 1 Named User License
Maintenance for Adobe Present Central Pro and Adobe Present Output Designer terminated by Adobe as of July 1, 2016 documented in PSLA Amendment 5 and PSMA Amendment 7.

Adobe FrameMaker® – 1 Named User License for use with PatternStream - maintenance services cancelled as of March 31, 2020 as noted in this PSLA Amendment 7 and PSMA Amendment 8

Adobe RoboHelp® Office – 1 Named User License - maintenance services cancelled as of March 31, 2020 as noted in this PSLA Amendment 7 and PSMA Amendment 8
[Governed by Shrink-wrap license]

Finite Matters, Ltd. PatternStream® - 1 Runtime/Developer License - maintenance services cancelled as of March 31, 2020 as noted in this PSLA Amendment 7 and Amendment 8

Granite XP Bidirectional Maximo Interface Module – maintenance services canceled June 2011 as noted in PSLA Amendment 2 and PSMA Amendment 2

Granite XP Scheduler Module – maintenance services canceled June 2011 as noted in PSLA Amendment 2 and PSMA Amendment 2

IBM Maximo® Internal Service Providers Install License – 5 Users – maintenance services canceled June 2011 as noted in PSLA Amendment 2 and PSMA Amendment 2

IBM Maximo® Internal Service Providers Authorized User License – 100 Users – maintenance services canceled June 2011 as noted in PSLA Amendment 2 and PSMA Amendment 2

IBM Maximo® Asset Management Self Service Requestor Authorized User License – 650 Users – no longer supported by IBM as documented in PSLA Amendment 5

IBM Maximo® Asset Management Desktop Requisitioner Authorized User License – 20 Users – maintenance services canceled June 2011 as noted in PSLA Amendment 2 and PSMA Amendment 2

IBM Maximo® Adapter for Primavera – 1 Authorized User License – maintenance services cancelled in this PSLA Amendment 7 and PSMA Amendment 8

IBM Maximo® Mobile Work Manager Authorized User – 20 Users – maintenance services cancelled as noted in PSLA Amendment 6 and PSMA Amendment 7

IBM Maximo® Mobile Inventory Manager Authorized User – 10 Users – maintenance services cancelled as noted in PSLA Amendment 6 and PSMA Amendment 7

Micro Focus Server for COBOL – 1 (2 Cores), 2 CPU for Production – maintenance services cancelled as of March 31, 2020 as noted in this PSLA Amendment 7 and PSMA Amendment 8

Micro Focus Server for COBOL – 1 (2 Cores), 2 CPU for Disaster Recovery – maintenance services cancelled as of March 31, 2020 as noted in this PSLA Amendment 7 and PSMA Amendment 8

Micro Focus Net Express (Windows) – 1 Named User License for Production - maintenance services cancelled as of March 31, 2020 as noted in this PSLA Amendment 7 and PSMA Amendment 8

Micro Focus Net Express (Windows) – 1 Named User License for Non-Production - maintenance services cancelled as of March 31, 2020 as noted in this PSLA Amendment 7 and PSMA Amendment 8

SQL Server 2008 Enterprise, All Languages, Embedded Processor Runtime License – 10 - maintenance services cancelled as of March 31, 2020 as noted in this PSLA Amendment 7 and PSMA Amendment 8

Unrestricted: SAP Data Services (Core) – 8 - maintenance services cancelled as of March 31, 2020 as noted in this PSLA Amendment 7 and PSMA Amendment 8

All rights of Client in and to the Bundled Software 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 in this Section 7. 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 Software Products. In addition, the Bundled Software 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. 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 Software Products or additional Bundled Software Products. Violation by Client of the additional supplier terms and conditions attached to this Exhibit A may result in termination of Client's right to use the applicable Third Party Software Products or SaaS 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 Third Party Software Products or SaaS Products or alternative products designated by CGI.

Agreed to and initialed for identification by:

_____	SS _____
(Client)	(CGI)

ATTACHMENT 3 TO EXHIBIT A

ACTIAN CORPORATION

CUSTOMER LICENSE AND SUPPORT SERVICES AGREEMENT PLEASE READ THIS AGREEMENT CAREFULLY BEFORE DOWNLOADING OR INSTALLING THE SOFTWARE.

This Customer License and Support Services Agreement ("Agreement") is a legal agreement between the end user downloading or installing the software ("you") and Actian Corporation, with its principal place of business located at 2300 Geng Road, Suite 150, Palo Alto, CA 94303 ("Us," "Our," or "We"). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR AN ENTITY, YOU REPRESENT THAT YOU ARE THE EMPLOYEE OR AGENT OF SUCH COMPANY OR ENTITY AND YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT AND LEGALLY BIND YOUR COMPANY OR ENTITY. For purposes of this Agreement, "You" or "Your" includes you and any of your companies or entities that you have bound under this Agreement. This Agreement governs the purchase and use of the software and services described in an Order (defined below).

1. DEFINITIONS.

- 1.1. "Documentation" means the user documentation supplied by Us with the Product.
- 1.2. "Customer Subsidiaries" means those companies which are Your wholly-owned subsidiary on the Effective Date of this Agreement. Wholly-owned subsidiary shall be defined as an entity in which You own a 100% shareholding.
- 1.3. "Order" means a document typically titled "Order Confirmation" or "Software and Support Services Order," executed by the parties, that refers to this Agreement and describes in greater detail Your order-specific information and use restrictions including, but not limited to: Your billing information, lists of Products and Support Services ordered, permitted number of cores with which the Products can be used, and pricing. Such Order(s) is (are) hereby incorporated into this Agreement by reference.
- 1.4. "Outsourcer" means a third party engaged by You for internal data processing, consulting, product customization, or internal information management.
- 1.5. "Products" means the machine-readable object code of the software programs specified in an order, together with any Documentation and Updates thereto.
- 1.6. "Subscription Term" means one year from the date of the applicable Order or as otherwise specified in the Order or an addendum to this Agreement.
- 1.7. "Support Services" means Product support services.
- 1.8. "Updates" means any update, release, or enhancement that is provided to You at Our discretion under Support Services.
- 1.9. "Warranty Period" means thirty (30) days from the date of initial delivery to You of the applicable Product (excluding Updates).

2. LICENSE.

- 2.1. License Grant. Provided that You comply with the terms and conditions of this Agreement, including, but not limited to the conditions stated in Sections 2.2(i) – 2.2(iv), We grant You a limited, non-exclusive, non-sublicensable and non-transferable license to use the Products for Your business purposes during the Subscription Term in accordance with the terms and conditions of this Agreement with any restrictions stated in an Order or attachment hereto, such as the number of copies of the Products

made or used by You, installed on Your workstations or servers, or on the number of Your users or the number of seats, sockets or cores accessing or using the Product. For the avoidance of doubt, You have no right or license under this Agreement to any use, copy, instance or version of a Product or other software program, or support services for a particular Product, unless such use, copy, instance or version and such support services are covered in a then-current Order or attachment thereto. You must ensure that any limits on the number of cores/CPU's are not exceeded by platform virtualization or other means. Customer Subsidiaries may place Order(s) under this Agreement, provided that such Order(s) reference this Agreement, and shall have the benefit of the Support Services as may be described in such Order(s), provided that:

- i) You will ensure that each of such Customer Subsidiaries is aware of and complies with the terms of this Agreement as though such Customer Subsidiaries were You, and You are liable and responsible for their acts and omissions; and
- ii) You will indemnify Us and keep Us fully and effectively indemnified against all costs, claims, demands, expenses and liabilities of whatsoever nature which We may sustain as a result of a failure by any Customer Subsidiaries to comply with the terms of this Agreement.

2.2. Product Use Rights. The license granted in Section 2.1, above, is subject to the following conditions:

- i) License Restrictions. Except as expressly permitted by this Agreement, You may not:
 - (i) distribute, lease, loan, sell, encumber, sublicense, or otherwise transfer a Product;
 - (ii) permit third-party access to or use of the Products, or use, access, or allow access to the Products in any way to benefit third parties, including, but not limited to operating the Products in a service bureau, SaaS, ASP, or other similar hosted environment;
 - (iii) use a Product to provide or operate hosting or Application Service Provider(ASP) services, Software as a Service, service bureau, marketing, training, outsourcing services, or consulting services, or any other commercial service related to the Products;
 - (iv) use a Product to develop a product which is competitive with any of the software programs manufactured and/or marketed by Us;
 - (v) use a Product in the same production environment in which You deploy an open source version of the Product; vi) use the Products beyond the scope or term of any license; or (vii) use the Product to process data for third parties (e.g., data performing data migrations, conversions, or transformations for Your customers). Actian Vector (formerly Vectorwise) cannot be used as a transactional database. You shall notify Us if You become aware of any unauthorized third party access to, or use of, a Product.
- ii) Outsourcers. You may permit access to, and use of, the Products by an Outsourcer, provided that:
 - (i) the Outsourcer agrees to comply with the terms of this Agreement and to access and use the Products solely for purposes of rendering services to You; and

- (ii) the total number of licenses used by You and Outsourcer must not exceed the scope or number of licenses purchased. You shall be responsible and liable for Outsourcer's compliance with the terms of this Agreement. Upon completion of Your services by Outsourcer, You shall, upon Our request, certify in writing that Outsourcer has un-installed and destroyed all copies of Products within thirty (30) days of such completion of services, and You will give Us any reasonable assistance We may request to ensure Outsourcer complies with this clause.
- (iii) Duplication of Product. You may make Product copies equal to the number of licensed copies expressly authorized under this Agreement plus a reasonable number of archival copies for inactive backup purposes, provided that all Product copyright, trademark, patent, and related proprietary notices incorporated in or affixed to the Product shall be duplicated by You on all copies or extracts thereof and shall not be altered, removed, or obliterated. Except as required to be permitted by applicable law, reverse compiling (including reverse compiling to ensure interoperability), reverse engineering and other source code derivation of the Product is prohibited. If You wish to exercise any right to reverse engineer to ensure interoperability in accordance with applicable law, You shall first provide written notice to Us and permit Us, at Our discretion, to make an offer to provide information and assistance reasonably required to ensure Product interoperability with Your other products for a fee to be mutually agreed upon (if any).
- (iv) Product Ownership and Restrictions. The copies of Products provided hereunder are licensed, not sold, and all intellectual property rights and title to the Products shall remain with Us and Our suppliers and no interest or ownership therein is conveyed to You. No right to create a copyrightable work, whether joint or unitary, is granted or implied; this includes works that modify (even for purposes of error correction), adapt, or translate the Product or create derivative works, compilations, or collective works therefrom, except as necessary to configure the Product using the menus, options and tools provided for such purposes and contained in the Product. You shall not attempt to circumvent any user limits or other license, timing or use restrictions that are built in to the Products. Certain items of software code provided along with the Products are subject to "open source" licenses ("Third Party Code") provided with the Products. The Third Party Code is not subject to the terms and conditions of this Agreement, except for Sections 5 and 6 of this Agreement. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede the terms and conditions of any applicable license for the Third Party Code, including any rights to copy, modify or distribute Third Party Code under the applicable license.

You are hereby notified that the Products may contain time-out devices, counter devices, and/or other devices intended to ensure the limits of a particular license will not be exceeded ("Limiting Devices"). If the Products do contain Limiting Devices, We shall ensure that You receive any keys or other materials necessary to use the Products to the limits of Your license.

- 2.3. Product Export. Any person or entity exporting or re-exporting Products or services directly or indirectly and via any means, including electronic transfer, is wholly responsible for doing so in accordance with the U.S. Export Administration Regulations and the laws of host countries and You agree to comply strictly with all such laws and

regulations. We assume no responsibility or liability for Your failure to obtain any necessary export approvals. Specifically, no Product or services may be exported to embargoed or otherwise restricted countries or end-users. This provision shall survive the expiration or earlier termination of this Agreement.

3. SUPPORT AND ADDITIONAL SERVICES.

- 3.1. Support Services. The details of the Support Services can be found at <http://supportservices.actian.com/support-services/support#policy>. We may suspend or terminate Support Services for all Product(s) in the event that You do not pay fees for Support Services when due. If You purchase Support Services for a Product, then You shall purchase Support Services for all licenses and copies of such Product. You may not use or access support services (i) for a software product not covered in a then-current Order, or (ii) for a Product not covered by a then-current paid Actian support plan. You may not use or access support services for the benefit of a third party, or provide access to or permit use of support services by a third party.
- 3.2. Additional Services. Consulting services or training may be obtained by You on an as-available basis and at mutually agreed rates in accordance with a separate agreement. Should we agree to provide consulting services, the payment of the Product license and Support Services fees under this Agreement shall not be contingent under any circumstances upon the performance of any such services including installation and implementation services.

4. FEES; TAXES; PAYMENT TERMS; PURCHASE ORDERS; SHIPPING.

- 4.1. Fees. Fees or other charges shall be as specified in an Order. All amounts payable under this Agreement shall be payable in advance, and shall be non-refundable and not subject to set off or deduction by You. In the event that You wish to renew the subscription of a Product, the applicable price shall be that stated within the then-current Actian price list, unless otherwise agreed between the parties.
- 4.2. Taxes. Our fees are exclusive of, and You are responsible for, duties and taxes (other than taxes on Our income). We acknowledge and accept You are a tax exempt governmental agency and You shall provide a certification of such to Us for Our use in this agreement.
- 4.3. Invoicing and Payment. All payments of fees and charges under this Agreement shall be made in U.S. dollars within thirty (30) days of the date of the applicable invoice sent to You by Us. Any amount payable by You to Us hereunder which is past due may be subject to a late payment charge equal to one and a half percent (1.5%) per month, or the highest rate permitted by law, whichever is less. The receipt or request for payment of such amounts shall not prejudice Our rights with respect to Your failure to pay on the due date.
- 4.4. Orders and Shipping. We have no obligation to accept Purchase Orders, including without limitation Purchase Orders for renewal of Support Services. Any fulfillment of Purchase Orders shall be solely in accordance with the terms of this Agreement and We expressly reject any conflicting terms and conditions in Your Purchase Order. Products and Documentation are shipped FOB origin, Our site. Delivery will be by electronic or physical means, at Our election, and all Products shall be deemed accepted by You immediately upon the earlier of download or receipt from Us.

5. LIMITED WARRANTIES.

- 5.1. We warrant that, during the Warranty Period, the Products (excluding Updates) will operate substantially in conformity with the applicable Documentation. Updates are not included within the definition of Products for the purposes of any Warranty or Warranty Period.
- 5.2. Within the Warranty Period, if You detect a defect in a Product's physical media, You may return the defective media to Us and We will replace it free of charge.
- 5.3. Provided that We are notified in writing of a Product's non-conformance with the warranty set forth in section 5.1 within the applicable Warranty Period, We shall, at Our option: a) repair or replace the defective Product, or b) refund the license fees paid for the Product in exchange for a return of the defective Product. In the event of a refund Your license to use the Product will immediately expire. This Section 5.3 is Your exclusive remedy for breach of the limited warranty in Section 5.1. The above warranties specifically exclude defects resulting from accident, abuse, misapplication or unauthorized repair, modifications, enhancements and installation in an incompatible environment. We do not warrant that use of the Products will be uninterrupted or error free.
- 5.4. EXCEPT FOR EXPRESS WARRANTIES STATED IN THIS SECTION 5 AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS," AND WE, AND OUR SUPPLIERS DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY (I) OF MERCHANTABILITY OR SUITABILITY, (II) OF FITNESS FOR A PARTICULAR PURPOSE, OR (III) OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

6. LIMITATION OF LIABILITY.

To the maximum extent permitted by applicable law, in no event will We or Our Suppliers be liable to You or any third party for any indirect, special, incidental, consequential or punitive damages arising out of or related to this Agreement, including without limitation, any lost profits or revenues, loss or inaccuracy of any data, or cost of substitute goods, regardless of the theory of liability (including negligence) and even if We have been advised of the possibility of such damages. We and Our suppliers' aggregate liability to You or any third party for any cause whatsoever shall not exceed the total fees paid by You to Us under this Agreement during the 12 months preceding the date that the claim arose. In no event shall You raise any claim under this Agreement more than 2 years after (i) the discovery of the circumstances giving rise to such claim; or (ii) the effective date of the termination of this Agreement. The limitations in this Section shall apply even if any remedy fails of its essential purpose. Nothing in this Agreement shall exclude or limit either party's liability for death or personal injury caused by that party's negligent act or omission or by willful default.

7. THIRD PARTY CLAIMS.

- 7.1. We shall: (i) defend, or at Our option settle, any legal proceeding brought against You to the extent that it is based on a claim that a Product infringes a third-party patent, trademark or copyright of the country in which You take delivery of the Product; and (ii) pay all damages and costs finally awarded against You by a court of competent jurisdiction to the extent attributable to such a claim or agreed to by way of a settlement entered into by Us, provided that: You (i) notify Us promptly of each such claim; (ii) give Us sole control of the defense and/or settlement of the claim; (iii) fully cooperate with Us in the defense or settlement of the claim; (iv) mitigate such

damages and costs as far as is reasonably possible; and (v) take no action that may prejudice Our ability to defend the claim.

- 7.2. If all or any part of the Product is, or in Our opinion is likely to become, the subject of a claim of infringement, We may at Our sole discretion: (i) procure for You the right to use the Product or the affected part thereof; (ii) replace the Product or affected part with other software that has the same or additional functionality; (iii) modify the Product or affected part to make it non-infringing; or (iv) if none of the foregoing remedies is commercially feasible as determined by Us in Our sole discretion, terminate your license to the Product and upon return of the Product, refund a pro-rated (over a 12 month period on a straight-line basis) portion of the payments paid by You to Us over the preceding 12 months for the Product or the affected part.
- 7.3. We shall have no liability or other obligations to the extent a claim is based on: (i) failure to use an Update provided by Us, if infringement could have been avoided by use of the latest version of the Products; (ii) combination, operation, or use of Products with other products not provided by Us, if such infringement would have been avoided in the absence of such combination, operation, or use; (iii) Your use of Product in any manner inconsistent with the applicable license terms and conditions; (iv) modification, alteration, or enhancement to the Product not performed or expressly authorized by Us; (v) the furnishing to You of any information, service or technical support by a third party; (vi) non-licensed use of the Products; or (vii) Our compliance with Your designs, specifications or instructions.

THE FOREGOING PROVISIONS OF THIS SECTION STATE THE ENTIRE LIABILITY AND OBLIGATION OF US AND YOUR EXCLUSIVE REMEDY FOR CLAIMS OF INFRINGEMENT OF THIRD PARTY RIGHTS.

8. TERM AND TERMINATION.

- 8.1. Unless sooner terminated as provided below, the term of this Agreement shall begin on the Effective Date and continue for one year and then automatically renew for successive one-year terms, unless either party notifies the other party in writing of its intent not to renew at least ninety days prior to the expiration of the initial or then-current renewal term. If the Agreement term is not renewed, it shall be deemed to expire upon the earlier of (i) one year from the end of the then-current term or (ii) the end of the last remaining Subscription Term. If a Product is obtained under a perpetual license, the Agreement shall be deemed not to expire for purposes of that Product only.
- 8.2. Notwithstanding the foregoing, either party may terminate this Agreement or an Order (i) by written notice of breach of the Agreement or such Order, provided the other party fails to cure such breach within thirty days after such notice, or (ii) forthwith if the other party makes an assignment for the benefit of creditors or proceedings are commenced by or for such other party under any bankruptcy, insolvency, or debtor's relief law. Upon termination or expiration for any reason, all rights (including all license rights) and obligations shall terminate except as provided in this Section 8.2 (and Section 8.1 in the case of expiration only), and such termination or expiration shall not relieve You from Your obligation to pay fees that remain unpaid and shall not limit either party from pursuing other available remedies. Upon termination or expiration of this Agreement or any part thereof, We shall have no obligation to refund to You any fees paid by You. If an Order is terminated or expired, You must certify in writing to Us that You have immediately un-installed and destroyed or returned all copies of the Product within

thirty (30) days of such termination/expiration. The following Sections survive termination or expiration of this Agreement: 1, 2.1(i) and (ii), 2.2(iv), 4, 5.4, 6, 8, and 9.

9. GENERAL.

- 9.1. Confidential Information. Each party receiving Confidential Information ("Recipient") shall retain in confidence and require its employees, agents, and contractors to retain in confidence all Confidential Information of the other party ("Discloser"). "Confidential Information" means (i) for Us: the terms and conditions of this Agreement, all financial terms and conditions contained in Our quotation, and the Products as well as results of any Product benchmark or similar tests (whether performed by Us, You, or any third party); and (ii) for either party: any information, in written or other tangible form, which has been conspicuously marked by Discloser as "confidential" or "proprietary" or if not so marked, if it should reasonably be regarded as confidential due to the nature of the information being disclosed. Recipient shall protect Discloser's Confidential Information in the same manner Recipient protects its own Confidential Information of similar importance, but in no event with less than reasonable care. Confidential Information shall remain the sole property of the Discloser and shall not be disclosed to any third party (except, solely to employees, attorneys, consultants, and subsidiaries, who need to know and are bound by a written agreement with Recipient to maintain the confidentiality of such Confidential Information in a manner consistent with this Agreement) or used except as permitted under this Agreement. Confidential Information shall not include any information that: (i) is or becomes publicly known without the Recipient's breach of any obligations owed to the Discloser; (ii) is rightfully disclosed to the Recipient from a source other than the Discloser without a breach of an obligation of confidentiality; or (iii) is independently developed by the Recipient without any access to the Discloser's Confidential Information. Notwithstanding the foregoing, We may disclose that You are Our customer. In addition, either party may disclose information in compliance with applicable law or a court order, provided the Discloser is given reasonably prompt notice thereof and the Recipient provides cooperation and assistance in any attempt to prevent or limit such disclosure. The obligations set forth herein with respect to Confidential Information shall continue in full force and effect for a period of three (3) years after the date of termination of this Agreement.
- 9.2. Relationship of the Parties. This Agreement is not intended to and shall not create a relationship such as a partnership, franchise, joint venture, fiduciary, agency or employment relationship. Neither party may act in a manner that expresses or implies a relationship other than that of independent contractor, nor bind the other party.
- 9.3. Reserved.
- 9.4. Assignment. Neither this Agreement nor any right, obligation, or Product licensed hereunder may be assigned by You without Our prior written consent. Any purported assignment in violation of the foregoing is void. Subject to the foregoing, the provisions of this Agreement shall be binding upon and inure to the benefit of the parties, and their permitted successors and assigns.
- 9.5. Severability. If any provision of this Agreement is declared unlawful, void, or unenforceable, then that provision shall be limited to the extent enforceable, or otherwise severed, and will not affect the validity and enforceability of the remaining provisions.

- 9.6. Audits. During the term of this Agreement and continuing until two years after termination or expiration, You shall keep and retain complete and accurate records regarding Your use of the Products.
- i) Self-Audits. To help manage Your use of the Products and Your compliance with this Agreement, You agree to perform a self-audit upon 10 working days prior written notice from Us, on the self-audit form made available by Us. If Your self-audit form reveals a discrepancy that You have previously or are currently using more of Our products than You have valid Orders or licenses for, You must pay Us the unpaid amounts at the same time as returning the self-audit form to Us. In the event that You are late in submitting a self-audit form We may delay accepting orders and/or suspend Support Services until We receive the self-audit form and We may instigate the Formal Audit process defined below.
 - ii) Formal Audits. We, or Our designated agent, may, upon five (5) working days prior written notice to You, inspect any of Your facilities where Products are used and audit records for the purpose of confirming Your use of the Products and Your compliance with this Agreement. We may perform only one formal audit per twelve (12) month period unless a previous audit reveals a discrepancy. Our audit shall be performed at Our sole expense; provided however, that if, as a result of Our audit, it is determined that You have underpaid Us by more than 5% of the amount owed during the period audited, then You shall bear the reasonable cost of Our audit. In the event of any underpayment, You shall pay all past-due fees immediately in accordance with the terms of this Agreement. This section survives termination of this Agreement for two (2) years.
- 9.7. Force Majeure. Except with respect to the obligation to pay fees when due hereunder, neither party shall be deemed in default of this Agreement because of a delay or failure in performance of its obligation resulting from any cause beyond its reasonable control (a "Force Majeure"), provided it gives reasonably prompt notice of the Force Majeure condition to the other party and uses reasonable efforts to mitigate the delay or failure.
- 9.8. Notices. Any notices required or permitted to be given hereunder shall be delivered by personal delivery, express courier, or recorded delivery, postage prepaid, return receipt requested, to a party's address set forth in an Order, or if to You to Your headquarters or to Us to: Actian Corporation, Attn: Legal Department, 500 Arguello Street, Suite 200, Redwood City, CA 94063. A notice shall be deemed effective when actually delivered. Either party may change its address for purposes of this Agreement by written notice given in accordance herewith.
- 9.9. Marketing. Except if required to do so by the Securities Exchange Commission, regulatory authority or similar body, neither party shall provide copies of this Agreement or otherwise disclose its terms to any third party, without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. The parties agree that within thirty (30) days of the Effective Date We may issue a press announcement describing the relationship of the parties. You agree to allow Us to reference and identify You, and use Your logo in Our advertising, sales promotion, press releases, public filings, website usage, and other publicity matters relating to the Products furnished and/or the related Support Services performed pursuant to this Agreement, so long as such use is without any modification of Your name, mark, or logo.

- 9.10. You agree to act as a "Reference Account" for Us. In such cases where You have agreed to serve as a "Reference Account," We shall be allowed to refer other customers, potential customers, press, analysts, etc., to Your executives, who are familiar with Your relationship with Us, to act as a reference for Us. 9.10 U.S. Government End Users. The software is "commercial items" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the software with only those rights set forth under this Agreement. Any technical data provided that is not covered by the above provisions shall be deemed "technical data-commercial items" pursuant to 48 C.F.R. 252.227.7015(a). Any use, modification, reproduction, release, performance, display or disclosure of such technical data shall be governed by the terms of 48 C.F.R. 252.227.7015(b).
- 9.11. High Risk Activities. The Products are not fault-tolerant and not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Product could lead directly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). We and Our suppliers specifically disclaim any express or implied warranty of fitness for High Risk Activities.
- 9.12. Third Party Rights. Notwithstanding any other provision in this Agreement, nothing in this Agreement shall create or confer any rights or other benefits in favor of any person not a party hereto, except with respect to Microsoft software included in the Products. Microsoft is a third party beneficiary with the right to enforce its right in its software.
- 9.13. Injunctive Relief. You acknowledge that the Products contain Our and Our licensees' valuable trade secrets and proprietary information and that any actual or threatened disclosure or unauthorized use or distribution of the Products or Our or Our licensees' Confidential Information will constitute immediate and irreparable harm to Us for which monetary damages would be an inadequate remedy and entitle Us to immediate injunctive relief without the need to post a bond or show actual monetary damages.
- 9.14. Integration and Amendment. This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous conditions, agreements, communications or representations, whether oral or written, relating to the subject matter hereof. Neither party has relied on any statement or representation by an employee or agent of the other party in entering into this Agreement. Any additional or different terms in Your documents (including any terms contained on Purchase Orders) shall not apply and are hereby deemed to be material alterations and notice of objection to, and rejection of them is hereby given. Except as permitted herein, this Agreement may not be modified or any term or condition waived except in writing signed by a duly authorized representative of each party. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision hereof. Headings are for convenience only and shall not affect the interpretation of any provision hereunder.

ATTACHMENT 4 TO EXHIBIT A

SAP OEM Software Use Rights

PREAMBLE

The terms set forth in this SAP OEM Software Use Rights document ("Use Terms") apply to any Named Users and Packages (both as defined in Section 1.1.1 hereof) licensed pursuant to the Agreement (including orders placed directly with SAP or through an authorized original equipment manufacturer ("OEM") or other authorized partner of SAP) referencing these Use Terms (including without limitation references to "Product Use Rights" or similar naming conventions). Except as otherwise set forth herein, each capitalized term referenced in these Use Terms shall have the meaning given it in the Agreement. References to "Licensee" applies to Partner in case Partner accesses and uses the Software, and its customers, in case Partner's customers accesses, uses or receiving the benefits of the Software. Unless otherwise indicated, terms/restrictions applicable to a component also apply when that component is included/embedded with another Package.

1 Licensing Principles / Rules of Use

1.1 Definitions

1.1.1 As used in these Use Terms: 1) each Software and/or Third Party Software (as defined in the Agreement) product licensed pursuant to the Agreement referencing these Use Terms may be referred to as a "Software Package" (when referencing only Software) or "Third Party Software Package" (when referencing only Third Party Software) or "Package" (when referencing both Software and Third Party Software); 2) "Named User" shall mean any individual authorized by Licensee to Use (in accordance with the terms of the Agreement) a Package, including without limitation employees of its Affiliates or other third parties authorized to Use a Package; 3) "Named User License" shall mean the Metric and Licensed Level applicable to each Named User; 4) "Package License" shall mean the Metric and Licensed Level applicable to each Package; a Package License for any Package referenced in Exhibit 3 shall include, and be subject to, the specific terms / Use rules applicable to such Package as outlined in Exhibit 3; 5) "Metric" shall mean a) when referenced in the context of a Named User, the individual Named User category and type (and corresponding Named User definition setting for such Named User's Use rights) as further described in Section 2.1 hereof and b) when referenced in the context of a Package, the individual business metric corresponding with each Package as further described in Section 2.2 hereof; 6) "Licensed Level" shall mean a) when referenced in the context of a Named User, the quantity of Metric for which each individual Named User category and type is licensed and b) when referenced in the context of a Package, the quantity of Metric for which each individual Package is licensed; 7) "Use" means to activate the processing capabilities of the Package, load, execute, access, employ the Package, or display information resulting from such capabilities. Use may occur by way of an interface delivered with or as a part of the Package, a Licensee or third-party interface, or another intermediary system. 8) "Order Form" shall mean the order document for the Named Users and Packages licensed under the Agreement, including order documents placed directly with SAP or through an authorized OEM or other authorized partner of SAP; and 9) "Licensee" shall mean the Partner or the End User, as appropriate, within the meaning of the Agreement; 10) "SAP" shall mean the "Licensor" within the meaning of the Agreement, together with SAP S.E. and its Affiliates.

1.2 Standard License Principles / Rules of Use

1.2.1 **Named User License & Package License Required.** Except as otherwise specifically provided in Sections 1.3.2, 2.1.2 and 3 hereof with respect to applicability of Named User Licenses, 1) the Use of any Package requires both a Named User License and a Package License; 2) Licensee needs to hold a Named User License for any individual accessing any Package, and such Named User License shall define the extent to which such individual may Use the Package, such Use of the Package in all cases being further subject to the Package License and otherwise in accordance with the terms of the Agreement, unless otherwise set forth in Exhibit 3. Named User Licenses cannot be assigned to more than one individual.

1.2.2 **Named User Exception:** Where data is exported from any licensed Software (excluding all SAP Business Warehouse Software and/or third party databases) to Non-SAP Application(s) pursuant to a predefined query that (i) was created by an individual licensed to Use the Software from which the data is being exported and (ii) runs automatically on a scheduled basis, the use of such data by Non-SAP Application(s) and/or their users does NOT require a license hereunder provided such use does not result in any updates to and/or trigger any processing capabilities of any licensed Software. "Non-SAP Application(s)" means any technologies, other than licensed Software, for which Licensee has secured an appropriate license from an entity other than SAP, SAP SE, and/or any of its/their subsidiaries and/or distributors.

1.2.3 **Additional Named User Rules for SBOP Software Not Licensed For Standalone Use.** "SBOP" shall mean any Software identified as SBOP, in Exhibit 1 to these Use Terms. Any licensed SBOP may only be Used by individuals licensed as a Developer User, Expert User, Business Analytics Professional User or BI Limited User, and such Use shall be in accordance with each individual's respective Named User type (and subject to the applicable Licensed Level(s) for such Software).

1.2.4 **Runtime Software.** Licensed Package(s) (including Modifications thereto) may utilize limited functionality of other Packages for which Licensee does not hold a license, or functionality of Third Party Products that are embedded in, or incorporated for use with, the licensed Package(s) ("Runtime Software"). Until Licensee has expressly licensed the Runtime Software from SAP or its licensors for use independent of the Licensed Package(s), Licensee's Use of such Runtime Software is limited to access by and through the licensed Package(s), for the sole purpose of enabling performance of the licensed Package(s) and integrating data from licensed Software as specified in the Documentation.

1.2.5 **Country / Language Versions and Availability Restrictions.** There are no applicable country/language specific versions licensed by Licensee from SAP unless otherwise specifically stated in an Order Form. Packages may be subject to availability restrictions. Information about such restrictions including country availability, supported languages, supported operating systems and databases may be provided through the Product Availability Matrix (PAM) published at www.service.sap.com/pam or otherwise included in the Documentation.

1.2.6 **Internet Connectivity.** Some Packages require connection to the internet in order to properly function. Licensee is responsible for obtaining internet connectivity and SAP will not be responsible for loss of functionality due to failure of internet connectivity.

1.2.7 **Third Party Web Services.** Some Packages enable connection to Third Party Web Services. Terms related to those Third Party Web Services are contained in Exhibit 7 of these Use Terms. For the purposes of these Use Terms, "Third Party Web Services" means (i) any and all web services made available by third parties (other than SAP, SAP SE and/or any of their affiliated companies) that are accessible through or enabled by the Software or SAP Materials, and (ii) any and all application programming interfaces, web service definition files,

and other materials made available by or on behalf of such third party web service providers to facilitate the access to and use of such web services.

1.3 Exceptional License Principles / Rules of Use for Special License Scenarios

1.3.1 This Section 1.3 sets forth the exceptional license principles / rules of Use for the following special license scenarios ("Special License Scenarios"), and, to the extent the exceptional license principles / rules of Use for any Special License Scenario identified in this Section 1.3 contradict the standard license principles / rules of Use set forth in the Agreement and Section 1.2 hereof, then the terms of this Section 1.3 shall control over those contradicting terms in Section 1.2 hereof.

1.3.2 Standalone Use. "Standalone Use" means the Software (and any corresponding Third Party Software) licensed under the Agreement may only be used with or access, directly or indirectly, the partner or OEM applications and any other Software or Third Party Products identified under this Agreement.

For avoidance of doubt, all Software licensed under a Restricted License (as defined in Section 1.3.3) or by an SAP acquired entity prior to its legal integration with a successive SAP entity is deemed licensed for Standalone Use only.

1.3.2.1 Standalone Use of SBOP Software. Except as otherwise specifically provided in Exhibit 1, Use of SBOP licensed for Standalone Use does require a Named User License in addition to the Package License for the actual SBOP. SBOP Software licensed from any OEMs may be Used solely for Standalone Use, unless otherwise agreed by SAP in writing in the applicable Order Form. The only Named User types authorized to Use SBOP licensed for Standalone Use are SAP Application Standalone Business Analytics Professional User, or SAP Application Standalone BI Business Analyst Limited User, and such Use shall be in accordance with each individual's respective Named User type (and subject to the applicable Licensed Level(s) for such Software).

1.3.3 Restricted License. If Licensee acquired the Software bundled or otherwise provided in combination with or for use with a third party product ("OEM Application") from a third party, Licensee has acquired a Restricted License. Licensee may use each licensed copy of the Software only in conjunction with the OEM Application with which it was provided. Restricted Licenses may not be combined or used with unrestricted licenses.

1.3.4 Subscription License. Unless otherwise agreed in writing between the parties, if the Software is licensed on a subscription basis, Licensee is granted a non-exclusive and non-transferable license to use the Software for a twelve-month term, renewable annually at Licensors then current rate or such other term as mutually agreed in writing by the parties.

1.3.5 Development License. Unless otherwise agreed in writing between the parties, if Licensee receives a development license, you may use the number and type of licenses acquired only to develop or test such developments. A development license cannot be used in or transferred to a production environment.

1.3.6 Update License. Unless otherwise agreed in writing between the parties, if you receive the Software as an update to a previously licensed product, your license to use the Software is limited to the aggregate number of licenses you have acquired for the previous product. If you choose to use the Software and the previous product simultaneously, the aggregate number of licenses used to access the Software and the previous product may not exceed the aggregate number of licenses you acquired for the previous product.

1.3.7 Evaluation/Not for Resale License. Unless otherwise agreed in writing between the parties, an Evaluation or Not for Resale License may be used only for the number and type of

licenses specified and for the period specified on the Software packaging, ordering or shipping documentation. Upon expiration of such specified period, the Software associated with an Evaluation or Not For Resale license will not function unless Licensee has obtained applicable permanent license keys. If the ordering or shipping documentation specifies a particular project, the Software may be used only with that project. An Evaluation License may only be used for evaluation purposes and may not be used for production purposes. Notwithstanding any other provision of this Agreement, Software provided under an Evaluation or Not for Resale License are provided "AS-IS" without warranty of any kind, express or implied. An Evaluation License or Not for Resale License may be terminated by SAP upon written notice at any time.

1.3.8 SAP Business One Software. Additional terms and conditions related to the licensing of SAP Business One Software, including applicable Metrics and Package restrictions, are stated in Exhibit 6.

1.3.9 ASP Licenses. Unless otherwise expressly agreed in writing between the parties, where OEM is granted a license to Use the Software to provide its ASP Service, the ASP license granted to OEM is allocated to a designated End User and cannot be re-allocated or transferred by OEM to another End User.

2. METRICS

2.1 Named User Principles and Metrics

2.1.1 Named User Principles. Except as otherwise specifically provided in Sections 1.3.2, 2.1.2 and 3 hereof with respect to applicability of Named User Licenses, only appropriately licensed Named Users may Use a Package, and such Use shall be subject to the "Named User License" and the "Package License", and be otherwise in accordance with the terms of the Agreement, unless otherwise set forth in Exhibit 3 hereto. The transfer of a Named User License from one individual to another employed or affiliated with the End User may only be done in if the individual to which the Named User License is assigned (i) is on vacation, (ii) is absent due to sickness, (iii) has his/her employment terminated, (iv) is moved into a new job function which no longer requires him/her to Use any Packages or (v) is subject to a condition that is otherwise agreed by SAP. "End User" means OEM's customer licensing the Software from OEM, or accessing the OEM's ASP Service, in accordance with the Agreement. An End User shall not include OEM or its Affiliates.

2.1.2 Important Note for Licensees with Contracts from June 2014 and earlier. Such Licensees may have licensed the following previous user type: SAP BA&T Users.

Licensees that have already licensed the above user type are permitted to license additional quantities of the same user type. Such Licensees are not permitted to license SAP Named Users within their existing license contract.

2.1.3 Named User Metric – Categories, Types and Corresponding Definitions.

Named User Metrics, including categories, types and corresponding definitions, are stated in Exhibit 2, which is incorporated herein by reference.

2.2 Package Principles and Metrics

2.2.1 Package Principles. Each Package is licensed based upon the Metric applicable to it, and in no case may Use of a Package exceed the License Level for which the Package is licensed.

2.2.2 Package Metrics – Types and Corresponding Definitions.

Package Metrics, including types and corresponding definitions, are stated in Exhibit 2, which is incorporated herein by reference.

3. PACKAGE SPECIFIC TERMS / USE RULES

3.1 Package Licenses. A Package License for any Package referenced in Exhibit 3 shall include, and be subject to, the specific terms / Use rules applicable to such Package as outlined in Exhibit 3, which is incorporated herein by reference.

3.2 Applicability. This Section 3.2 applies to any Package (including, without limitation, databases) licensed pursuant to an Order Form and identified as a Third Party Software in such Order Form (as used herein, "Third Party Software Package") and control over any conflicting terms set forth in the Agreement. All Third Party Software Packages are restricted for Use solely in conjunction with the particular Package intended by SAP to be used therewith or with which SAP provides the Third Party Software Package, and Third Party Software Packages may not be used with any other Package, or on an individual basis. Unless otherwise specifically provided in Section 3 of the Use Terms, any Use of the Third Party Software Packages (whether productive or non-productive) shall count against the Licensed Level for any applicable Metric.

3.2.1 Exceptions from the Agreement for Third Party Software Packages.

3.2.1.1 Section 7.3 (Modification / Add-on) of the Agreement shall not apply to any Third Party Software Packages. Licensee shall not make Modifications or Add-ons to Third Party Software Packages, or otherwise modify Third Party Software Packages unless expressly authorized by SAP in writing.

3.2.1.2 Limitation of Liability. ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING, WITH RESPECT TO ANY AND ALL CLAIMS AND DAMAGES OF ANY KIND OR NATURE IN ANY WAY ARISING FROM OR RELATED TO THE THIRD PARTY SOFTWARE LICENSED PURSUANT TO AN ORDER FORM REFERENCING THESE USE TERMS, UNDER NO CIRCUMSTANCES SHALL SAP OR ITS LICENSORS BE LIABLE TO EACH OTHER OR ANY OTHER PERSON OR ENTITY FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE PAID LICENSE FEES FOR THE APPLICABLE THIRD PARTY SOFTWARE DIRECTLY CAUSING THE DAMAGES OR BE LIABLE IN ANY AMOUNT FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, OR EXEMPLARY OR PUNITIVE DAMAGES.

3.3 Databases

3.3.1 If a runtime database is not licensed, then the following terms shall apply:

3.3.1.1 The Packages licensed pursuant to an Order Form referencing these Use Terms may require a database product. Respective to such Packages: (i) neither the Order Form nor the Agreement contain a license to use any database product, even where integrated or pre-installed as part of such Software and/or third party software; (ii) each database product is subject to its respective vendor license agreement; (iii) SAP makes no representations or warranties as to the terms of any license or the operation of any database product obtained directly from a third party vendor; and (iv) Licensee is responsible for support and maintenance of any database product obtained from a third party vendor, and SAP has no responsibility in this regard.

3.4 Pass-Through Terms

Use of third party directories may be subject to additional terms and conditions required by SAP's suppliers. Such additional terms and conditions are set forth in Exhibit 5 "Pass-Through Terms for Directories".

3.4 Pass-Through Terms

Use of third party directories may be subject to additional terms and conditions required by SAP's suppliers. Such additional terms and conditions are set forth in Exhibit 5 "Pass-Through Terms for Directories".

3.5 Open Source Software

Applicable specific conditions related to certain open source products made available by SAP are part of the applicable product documentation and apply to Licensee's use of any such open source products. The definition of open source can be found under www.opensource.org/.

3.6 SAP Best Practices

Software Packages may be delivered with settings and master data that have been pre-configured to address generalized requirements of a specific industry sector or country (SAP Best Practices). It is Licensee's responsibility to determine the feasibility of using SAP Best Practices as a basis for its own customizations and parameterizations of the SAP Software in a productive environment.

3.7 SAP Tools

The Software, particularly the ABAP Workbench and SAP NetWeaver, contains software tools. Licensee may only use these tools to program Modifications or to create Add-ons to the Software in accordance with the Agreement. The tools may not be transferred, either in whole or in part, into modified or created software.

3.8 Function Modules

The Software may contain function modules, which are stored in a function library. Some of these function modules carry a release indicator for transfer into modified or newly created software. Only these function modules may be transferred by the Licensee into Modifications or Add-ons to the software. The function modules may not be modified or decompiled unless otherwise permitted under the Agreement.

3.9 Database Restriction

Other than communication (including data transfers) via application level APIs between the Software and software applications running on any third party runtime database acquired from SAP or its Affiliates, or any of its respective resellers or distributors, the Software shall not access, directly or indirectly, in any manner whatsoever, any such third party runtime database(s).

3.10 SAP SDKs

"SAP SDK" means SAP software development kit that includes tools such as APIs, source code, redistributable files and instructions. SAP SDKs are also Software within the meaning of this Agreement.

Any SAP SDK provided for the modification or customization of specified Software may not be used to modify or customize any other software from Licensor or its Affiliates, Partner or any other third party. Licensor does not provide Apple's iOS SDK to Partner, however certain SAP SDKs provided for use to develop mobile applications for iOS if licensed under Exhibit A of the Agreement may include iOS related software. With respect to an SAP SDK that is for iOS, Licensor's licenses under the Agreement to use such SAP SDK for iOS are strictly limited to use within Partner's own applications created by Partner only for specific use with iOS mobile applications pursuant to an Apple iOS Developer Program License Agreement or an Apple iOS Developer Program Enterprise License Agreement ("Program Agreement"). Partner guarantees that it has entered in to a Program Agreement with Apple and that it will maintain such Program

Agreement throughout the term of the Agreement. Partner is prohibited from redistributing the SDK provided by Licensor hereunder or any part thereof.

Exhibit 1 – SBOP Software

Business Intelligence	Use Rights that do not require a Named User license
BA&T SAP BusinessObjects Business Intelligence Platform (user)	Access platform services and view environment; access semantic data via BI SDK
BA&T SAP BusinessObjects Business Intelligence Platform (CS)	Access platform services and view environment; access semantic data via BI SDK
BA&T SAP BusinessObjects Business Intelligence Platform Mobile add-on (user)	View (i.e., refresh and interact) Mobile-enabled content
BA&T SAP BusinessObjects Business Intelligence Platform Mobile add-on (CS)	View (i.e., refresh and interact) Mobile-enabled content
BA&T SAP Crystal Reports (user)	View (i.e., refresh and schedule) reports
BA&T SAP Crystal Reports (CS)	View (i.e., refresh and schedule) reports
BA&T SAP BusinessObjects Web Intelligence (user)	View (i.e., refresh, schedule, export, zoom, sort, search, filter, drill, apply basic formatting) a predefined report
BA&T SAP BusinessObjects Web Intelligence (CS)	View (i.e., refresh, schedule, export, zoom, sort, search, filter, drill, apply basic formatting) a predefined report
BA&T SAP BusinessObjects Analysis edition for OLAP (user)	Open workbooks to view and refresh existing content. Add or remove dimensions and members from existing queries and elements, slice and dice, add sub-analyses.
BA&T SAP BusinessObjects Analysis edition for OLAP (CS)	Open workbooks to view and refresh existing content. Add or remove dimensions and members from existing queries and elements, slice and dice, add sub-analyses.
BA&T SAP BusinessObjects Analysis edition for Office (user)	Open documents, refresh and call macros in the workbook that use the Analysis Office API. Add or remove dimensions and members from existing queries and elements, slice and dice.
BA&T SAP BusinessObjects Analysis edition for Office (CS)	Open documents, refresh and call macros in the workbook that use the Analysis Office API. Add or remove dimensions and members from existing queries and elements, slice and dice.
BA&T SAP BusinessObjects Dashboard (user)	View (i.e., refresh and interact) dashboard models
BA&T SAP BusinessObjects Dashboard (CS)	View (i.e., refresh and interact) dashboard models

Business Intelligence		Use Rights that do not require a Named User license
BA&T SAP BusinessObjects Explorer (user)		View (i.e., search, view and navigate) data sets
BA&T SAP BusinessObjects Explorer (CS)		View (i.e., search, view and navigate) data sets
SAP Lumira		Not Applicable
Enterprise Information Management		
BA&T SAP Data Services		View and drill down on information, read-only access to the application.
BA&T SAP Information Steward		View and drill down on reports, read-only access to the application.
BA&T SAP Data Integrator (DI)		View and drill down on reports, read-only access to the application.
BA&T SAP Data Quality Management (DQM)		View and drill down on reports, read-only access to the application.
BA&T SAP Data Quality Management SDK		View and drill down on reports, read-only access to the application.
EPM		
BA&T SAP Planning & Consolidation, version for the Microsoft Platform (BPC)		View and drill down on reports, read-only access to the application.
BA&T SAP Planning, version for the Microsoft Platform		View and drill down on reports, read-only access to the application.
BA&T SAP Consolidation, version for the Microsoft Platform		View and drill down on reports, read-only access to the application.
BA&T SAP Planning & Consolidation, Microsoft Platform Access Component		Not Applicable
Mid Market solutions for Business Intelligence		
BA&T SAP BusinessObjects BI, Edge edition (user)		View (i.e. refresh, schedule, export, zoom, sort, search, filter, drill, apply basic formatting) against a predefined report; access semantic data via BI SDK.
BA&T SAP BusinessObjects BI, Edge edition with data integration (user)		View (i.e. refresh, schedule, export, zoom, sort, search, filter, drill, apply basic formatting) against a predefined report; access semantic data via BI SDK.
BA&T SAP BusinessObjects BI, Edge edition with data management (user)		View (i.e., refresh, schedule, export, zoom, sort, search, filter, drill, apply basic formatting) against a predefined report; access semantic data via BI SDK.
BA&T SAP BusinessObjects BI, Edge edition (CS)		View (i.e., refresh, schedule, export, zoom, sort, search, filter, drill, apply basic formatting) against a predefined report; access semantic data via BI SDK.
BA&T SAP BusinessObjects BI, Edge edition with data integration (CS)		View (i.e., refresh, schedule, export, zoom, sort, search, filter, drill, apply basic formatting) against a predefined report; access semantic data via BI SDK.

Business Intelligence	Use Rights that do not require a Named User license
BA&T SAP BusinessObjects BI, Edge edition with data management (CS)	View (i.e., refresh, schedule, export, zoom, sort, search, filter, drill, apply basic formatting) against a predefined report; access semantic data via BI SDK.
BA&T SAP BusinessObjects BI, Edge edition NUL add-on	View (i.e., refresh, schedule, export, zoom, sort, search, filter, drill, apply basic formatting) against a predefined report; access semantic data via BI SDK.
BA&T SAP BusinessObjects BI, Edge edition with data integration NUL add-on	View (i.e., refresh, schedule, export, zoom, sort, search, filter, drill, apply basic formatting) against a predefined report; access semantic data via BI SDK.
BA&T SAP BusinessObjects BI, Edge edition with data management NUL add-on	View (i.e., refresh, schedule, export, zoom, sort, search, filter, drill, apply basic formatting) against a predefined report; access semantic data via BI SDK.

Exhibit 2 - Named User Metrics and Package Metrics

SAP Named User – Analytics

SAP Standalone Business Analytics Professional User is a Named User authorized to perform all roles supported by SBOP (excluding the right to make Modifications and/or Add-ons to SBOP) licensed for Standalone Use and also includes the rights granted under the SAP Application Standalone BI Limited User.

SAP Standalone BI Limited User is a Named User who is solely authorized to Use one (1) of the following SBOP components, subject to each SBOP component being licensed for Standalone Use: (i) Mobile Designer, (ii) Crystal Reports Designer, (iii) WEB Intelligence Designer, (iv) Explorer Designer, (v) Dashboard Designer, (vi) SAP BusinessObjects Analysis software edition for OLAP, or (vii) SAP BusinessObjects Analysis software edition for Microsoft Office. The SAP Standalone BI Limited User also includes the rights granted under the SAP Application Business Information Viewer User.

SAP Application Business Information Viewer User is a Named User authorized to Use (excluding the right to modify and/or customize) standard and interactive reports delivered with licensed SBOP, and reports created through Use of licensed SBOP by appropriately licensed Named Users, solely for such individual's own purposes and not for or on behalf of other individuals.

SAP Developer User is a Named User authorized to access the development tools provided with the licensed Software for the purpose of making Modifications and/or Add-ons to the licensed Software. The SAP Developer User also includes the rights granted under the SAP Employee User.

SAP Employee User is a Named User authorized to perform the following roles supported by the licensed Software (excluding SBOP), all solely for such individual's own purpose and not for or on behalf of other individuals: (i) Use (excluding the right to modify and/or customize) standard and interactive reports related to those SAP Employee User's tasks listed in this definition only, and delivered with the licensed Software, (ii) travel planning / expense reporting self-services, (iii) perform procurement self-services, and (iv) room reservation self-services. The SAP Employee User also includes the rights granted under the SAP Learning User and the SAP Employee Self-Service User.

SAP Employee Self-Service User is a Named User authorized to perform the HR self-services role of (i) employee time and attendance entry, (ii) employee appraisals, (iii) talent and skill profiles, and (iv) profile match up supported by the licensed Software (excluding SBOP), all solely for such individual's own purpose and not for or on behalf of other individuals. The SAP ESS User also includes the rights granted under the SAP Employee Self- Service Core User.

SAP Employee Self-Service Core User is a Named User authorized to perform the following HR self-services roles supported by the licensed Software (excluding SBOP), all solely for such individual's own purpose and not for or on behalf of other individuals: (i) employee records maintenance, (ii) employee directory, (iii) benefits and payment, (iv) leave management and (v) E-Recruiting. Further, an SAP Employee Self-Service (ESS) Core User is also authorized to access "Non-SAP Content" that resides on Licensee's "SAP Portal", so long as accessing such Non-SAP Content does not require or result in any Use of the licensed Software (beyond access to such Non-SAP Content as it resides on Licensee's SAP Portal). As used in this ESS Core User definition, (i) "Non-SAP Content" means information created through no Use of the licensed Software and (ii) "SAP Portal" means any portal created by Licensee Using SAP Enterprise Portal Software (as provided with the licensed SAP NetWeaver Software) which provides appropriately licensed Named Users a common access point by which to Use licensed SAP Software.

SAP Learning User is a Named User solely authorized to access the specified learning solutions on SAP's price list, provided that those learning solutions are licensed.

SAP NetWeaver Developer User is a Named User who is authorized (only where the SAP NetWeaver Foundation for Third Party Applications Software is licensed) to access the development tools provided with such Software for the purpose of developing and modifying applications (i) that are not licensed from SAP SE, any SAP SE distributor(s), or any authorized resellers of SAP SE or its distributor(s) and (ii) for which Licensee has first secured all appropriate rights from any applicable licensor(s). The SAP NetWeaver Developer User also includes the rights granted under the SAP NetWeaver Administration User.

SAP NetWeaver Administration User is a Named User who is authorized (only where the SAP NetWeaver Foundation for Third Party Applications Software is licensed) to access the development tools provided with such Software for the purpose of administering and managing applications (i) that are not licensed from SAP SE, any SAP SE distributor(s), or any authorized resellers of SAP SE or its distributor(s) and (ii) for which Licensee has first secured all appropriate rights from any applicable licensor(s).

REMAINING METRICS

REMAINING METRICS – A

None listed.

REMAINING METRICS – B

Business Partners

Business Partners are natural persons, a group of persons, or a legal entity that has any kind of a business relationship with a company or a public sector agency. The number of Business Partners counted for pricing the solution is limited to the context of the Software being licensed.

REMAINING METRICS - C

Contacts

Contacts are number of unique records of customers, prospects, employees, business partners, constituents and/or commission recipients within the context of the Software.

Cores

Cores are the number of cores in CPUs that are available for use by the licensed software. The number of Core licenses must be an integer. When counting physical Cores, each Core of a physical CPU that runs at least parts of the licensed software, including those that are temporarily assigned or scheduled to cover peak processing, is considered and counted.

When counting virtual Core's, each virtual Core that runs at least parts of the licensed software, including those that are temporarily assigned or scheduled to cover peak processing, is counted.

If the licensed Software will run in a pure virtual environment, physical Cores will not be counted. For purposes of clarification, "Core" as defined in this metric definition is different from "core" as referenced in the metric definition for any Software licensed on a CPU basis (if any), and therefore is not applicable in that context.

CPUs

CPUs are the central processing units ("CPU") that runs at least parts of the licensed Software.

When the Software or Third Party Software is licensed on a CPU basis, any server or computer on which the Software or Third Party Software is installed may not exceed the aggregate number of CPU licensed. A multi-core chip CPU with N processor cores shall be counted as follows: the first processor core in each processor shall be counted as 1 CPU, and each incremental processor core in such processor shall be counted as 0.5 CPU, and then the total CPU count will be rounded to the next whole number (the "CPU Calculation"). See Example 1 below for an illustration of the application of this licensing requirement.

Software based on a CPU license metric basis licensed by Licensee on or after July 1, 2009 (the "Qualified Software") will contain Virtualization Rights (defined below). Virtualization Rights are not applied to Software licensed prior to July 1, 2009 or upgrades and updates thereto subsequently made available to Licensee pursuant to Support Services. Licensee may not combine licenses having express Virtualization Rights with licenses not having express Virtualization Right in a single Deployment.

In the event that Licensee employs industry standard tools and methodologies enabling Licensee to logically partition or pool its processing power, Licensee may install the Qualified Software on servers or computers consisting of a number of physical CPUs greater than the number of CPUs licensed hereunder provided that Licensee shall configure such servers or computers in a manner such that the total number of CPUs (or total number of virtual processor cores if virtualization software is implemented), or any portion thereof, made available to run the Qualified Software, or any portion thereof, does not exceed the number of CPUs licensed ("Virtualization Rights"). For the purposes hereof, a CPU (or virtual processor core) shall be deemed available to run the Qualified Software if such CPU (or virtual processor core) or any portion thereof is available to run the Qualified Software at any time for any purpose, including but not limited to permanent, temporary, scheduled, and on-demand availability. Under the Virtualization Rights, where virtualization software is implemented, only virtual processor cores made available to run the Qualified Software will be counted in accordance with the CPU Calculation. See Example 2 below for an illustration of the application of this licensing requirement.

Notwithstanding the foregoing, for Third Party Software licensed on a CPU basis, each processor core shall count as 1 CPU, and every CPU (whether used productively or non-productively) shall count against the CPU license level for such Third Party Software. Virtualization Rights do not apply to Third Party Software.

EXAMPLE 1: One quad core processor will count as 2.5 CPUs (or 1 CPU for the first core, plus 0.5 multiplied by 3 for the subsequent 3 cores) rounding up to 3 CPUs. Therefore, Licensee will be required to license 3 CPUs if the Software is installed on a quad core server. Another example may involve a server with three quad core processors. As illustrated above, each quad core processor will represent 2.5 CPUs. Three quad core processors will total 7.5 CPUs (or 2.5 CPUs multiplied by 3) rounding up to 8 CPUs. Therefore, Licensee will be required to license 8 CPUs if the Software is installed on a server with 3 quad core processors.

EXAMPLE 2 (Virtualization Rights): A server has 16 physical dual core CPUs in a configuration where up to 4 virtual dual core processors are made available to run the Qualified Software. In this case, each virtual dual core processor will count as 1.5 CPUs (or 1 CPU for the first core, plus 0.5 for the second core). Four virtual dual core processors will total 6 CPUs (or 1.5 CPUs multiplied by 4). Therefore, Licensee will be required to license 6 CPUs under this virtualization configuration.

REMAINING METRICS - D

Database Sizes

Gigabyte database sizes are database sizes of the productive systems and are calculated individually for each system (i.e., each ERP, BI and CRM system).

Terabyte accumulated database sizes are the database sizes of all productive SAP systems where the customer uses SAP Landscape Transformation.

Deployments

Deployments are single installations of the system repository component within the SAP BusinessObjects BI Platform Software (for which Licensee must obtain a license), or the Crystal Reports Runtime Engine (for which Licensee must obtain a license). When the multi-tenancy feature of the BI Platform is enabled, each individual tenant is considered a separate deployment for licensing purposes.

Devices

Devices are any piece of equipment or hardware and include but are not limited to: a workstation, terminal, point of sale terminal, notebook, handheld, tablet, PDA, smartphone, internet connected television, scale devices, devices installed in a vehicle (on-board units) or other networked devices. The application itself defines the type of devices that are used and therefore counted for the price list item (e.g. Sybase SQL Anywhere Database for Use with SAP POS for Retail: devices are defined as those devices accessing data from SQL Anywhere Database or e.g. SAP Mobile Order Management devices are all devices installed as on-board units in a vehicle).

IoT-Device refers to a uniquely identifiable object and their virtual representation in the IoT-Core and has a device ID allocated.

REMAINING METRICS - E

Employees

Employees are individuals working for a company or legal entity that is licensing the functionality of the Package, regardless of employment status (e.g. part time, full time, leave of absence, or contract worker).

REMAINING METRICS - F

Fixed Fee

Fixed Fee is the fixed package license fee for the Software.

REMAINING METRICS - G

Gigabytes

Gigabytes (GB) refer to the storage capacity equivalent to 1024³ bytes.

REMAINING METRICS - H

None listed.

REMAINING METRICS - I

Installations

Installations are instances of the software installed at a designated device.

Instances

Instances are unique connections to a single specified application or technology type.

REMAINING METRICS - J

None listed.

REMAINING METRICS - K

None listed.

REMAINING METRICS - L

Licenses

Concurrent access licenses are the aggregated numbers of users accessing the licensed Software at any one time. The number of users accessing the licensing Software may not exceed the number of Concurrent Access Licenses (CALs) the customer has obtained. CAL(s) are assigned to a particular Deployment, and may not be shared among different Deployments. When using Concurrent Access licenses, customer may not utilize a program or system to cache or queue report requests.

REMAINING METRICS - M

Machine

Machine Connector Port means any connection created using SAP Plant Connectivity that enables an application to access data from an Industrial Machine. "Industrial Machine" means any machine, equipment, hardware or other devices which includes a sensor.

Memory

Gigabytes of memory are the total amount of memory that may be used by the HANA Software, as measured in gigabytes.

REMAINING METRICS - N

Nodes

Nodes are systems with maximum of 256 GB RAM running SAP Vora Software.

REMAINING METRICS - O

None listed.

REMAINING METRICS - P

Page Views

Page Views are the total cumulative number of: (1) single views of a mobile or browser application, or web page of an internet site, via screen views, screen states, mobile web pages, web stores, the Software In-Store module, or Contact Center module, for which the Hybris Commerce Suite provides data over a 12 month period and (2) JSP page requests, Ajax requests, REST service requests, SOAP service requests, or other application server requests through the Software.

REMAINING METRICS - Q

None listed.

REMAINING METRICS - R

Recipients

Recipients are individuals receiving reports from the licensed Software.

Records

Records are the average number of items managed by the application over the prior 12 months.

Revenues

Revenues are the annual incomes that a company receives from its normal business activities and other revenues from interests, dividends, royalties or other sources. Revenues exclude indirect taxes such as VAT, Excise Duty or any similar sales related taxes.

For SAP Hybris branded products

Revenue is the calculation of each End User's total annual sales revenue for products or services that can be purchased through the Bundled Product by customers (B2B and B2C) in each trailing 12 month period, less VAT, delivery and any returns.

REMAINING METRICS - S

Servers

Process servers are defined as each server (real or virtual) where scheduled jobs are to be managed. A process server is required for every single connected application, server or operating system (OS) instance (virtual or physical) with a unique identification on which processes are executed that need to be monitored, managed and controlled. For each process server purchased the customer is provided with 1 production and 3 non-production environments (i.e. 1 for fail-over for the production instance, 1 for development and 1 for test).

Servers are physical computers, cases, boxes or blades that house the CPUs running the software product. Multiple virtual machines on the same physical box are allowed and do not require additional licenses.

Sessions

Concurrent sessions are the aggregated numbers of sessions accessing the licensed Software at any one time. A session refers to the time between logon and logoff or time out where a unique user, application or platform accesses the licensed Software either directly or indirectly via a custom application. The number of sessions accessing each Deployment must be limited by corresponding license key mechanisms. The maximum number of sessions enabled on a Deployment by such limitations may not exceed the Licensed Level for the number of Concurrent Sessions assigned to that Deployment for such licensed Software product. The aggregate number of sessions enabled on all Deployments may not exceed the Licensed Level

of Concurrent Sessions. There is no license limit on number of processors or servers used. Licensee may not utilize any program or system to cache or queue report requests. SAP BusinessObjects BI users accessing any Deployment using a Concurrent Session license may be entered into the SAP NetWeaver BW system for the purposes of maintaining security.

Subscriptions

Annual subscriptions are periodic recurring fees that are payable every calendar or fiscal year for the right to use software or services during that calendar or fiscal year. This fee is payable each calendar or fiscal year whether or not the software or service has been used during that year.

REMAINING METRICS - T

Transactions

For SAP Hybris billing, charging

Transactions are defined as pricing outputs where one input can generate one or several pricing outputs. Transactions are counted as those on the peak load day as measured within the prior 12 months.

REMAINING METRICS - U

Users

Users are individuals who Use the Software. A “User” included in the Metric count cannot be assigned to more than one individual.

For SAP Business Intelligence (BI): There is no license limit on number of processors or servers used. Users are identified at logon and do not consume a Concurrent Session license.

Concurrent Session licenses and Users can be purchased in combination for a Deployment. Licensee may not utilize any program or system to cache or queue report requests. This metric does not replace the overall SAP Named User licensing requirement.

Active users are individuals that perform transactions Using the Software in a given calendar quarter.

Application Users are licensed SAP Mobile Platform Users accessing a single Application, where “Application” is a set of related functionality developed by an SAP Mobile Platform Developer User using SAP Mobile Platform.

Licensed users are individuals licensed as one of the SAP Named User types defined in the price list.

Data Hub Units are managed systems or nodes where the distributed processing engine is deployed, as managed and defined in SAP Data Hub. Each node is a system with a maximum of 256 GB RAM.

REMAINING METRICS - V

None listed.

REMAINING METRICS - W

None listed

REMAINING METRICS - X

None listed.

REMAINING METRICS - Y

None listed.

REMAINING METRICS - Z

None listed.



Exhibit C
CGI Technologies and Solutions Inc.
Third Party Access Agreement (Licensed Software)

This is a Third Party Software Access Agreement ("Access Agreement") dated as of the last date signed below ("Effective Date"), by and between Pima County, Arizona having its principal place of business at 33 N. Stone Ave., 14th Floor, Tucson, AZ ("Client"), CGI Technologies and Solutions Inc. ("CGI"), a Delaware corporation having its principal place of business at 11325 Random Hills Road, Fairfax, Virginia 22030, and [insert complete legal contractor name] ("Contractor"), a [insert U.S. state contractor is incorporated] corporation having a principal place of business at [insert contractor's business address].

1. **ACKNOWLEDGMENTS**

- A. CGI and Client have entered into a certain Proprietary Software License Agreement dated February 17, 2004 and Amended and Stated as of February 4, 2020 (the "License Agreement"), under which CGI licensed to Client certain proprietary software referred to as CGI Advantage Licensed Software (the "Software") and related CGI materials.

As used in this Access Agreement, the term "Software" means the object and/or source code version of the software and related materials licensed to Client 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. This includes software developed by CGI independent of this Access Agreement, as well as software licensed by CGI from third parties, which may be used in this Access Agreement.

- B. Client and Contractor have entered into or shall enter into an [insert contractor services agreement title] dated [insert contractor services agreement date] (the "Services Agreement") pursuant to which Contractor will provide the following services to Client requiring Contractor's access to the Software (the "Services").
- C. CGI, Client and Contractor agree that, subject to the terms of this Access Agreement as well as the additional protections regarding contractor use of CGI Confidential Information set forth in Attachment 1 to this Exhibit C (the "Security Document"), Client is permitted to allow, and Contractor is permitted to have, access to the CGI Confidential Information solely to the extent necessary and for the exclusive purpose of performing the Services.
- D. CGI, Client and Contractor agree that each has received sufficient consideration for their respective performances under this Access Agreement.

2. **CONFIDENTIALITY**

- A. "Confidential Information" means tangible or intangible information belonging to or in the possession of a party which is confidential or a trade secret that is furnished or disclosed to the other party during the term of this Subcontract (including third party confidential information and information exchanged in contemplation of entering into this Subcontract) and is: (i) marked or designated in writing in a manner to indicate it is confidential or a trade secret;

(ii) of a nature that a reasonable person would understand to be confidential or a trade secret; or (iii) identified as confidential or a trade secret in a writing provided to the receiving party within thirty (30) business days after disclosure. A party's Confidential Information includes any information pertaining to that party's client data, information and materials, and that party's (or its third party's) proprietary software and associated training, documentation and other materials, regardless of how they are disclosed or whether they are marked confidential.

- B. Contractor agrees on its own behalf with CGI that: (i) the CGI Confidential Information is proprietary to CGI; and (ii) neither legal nor equitable title to the CGI Confidential Information passes to Client or Contractor under the License Agreement or this Access Agreement. Subject to the terms and conditions of this Access Agreement, Client is permitted to allow, and Contractor is permitted to have, limited access to the CGI Confidential Information as set forth in Attachment 2 to this Exhibit C, solely to the extent necessary and for the exclusive purpose of performing the Services. The terms of the Security Document attached as Attachment 1 to this Exhibit C shall govern Contractor's access to, and use of the CGI Confidential Information.
- C. Neither Client nor Contractor may permit the duplication, reproduction, archiving or copying of CGI's Confidential Information, including the Software or permit such CGI Confidential Information 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 that of any third party. Contractor further agrees not to use CGI's Confidential Information for its own benefit or the benefit of any third party, other than Client under the terms and conditions of this Access Agreement.
- D. In no event may the original or any copies of the Software leave the permitted site(s) designated in the License Agreement without the prior written approval of CGI, which CGI will not unreasonably withhold.
- E. Contractor will not disclose CGI's Confidential Information to any third party without CGI's prior written approval. Contractor further agrees to limit disclosure of CGI's Confidential Information to those of Contractor's employees who have a need to know in order for Contractor to perform its obligations under the Services Agreement ("Permitted Employees"). Prior to accessing the Software, Contractor will ensure that it has confidentiality agreements in effect with each Permitted Employee including terms and conditions substantially similar to those contained herein in order to protect CGI's Confidential Information. Contractor will provide a list to CGI of all of the Permitted Employees who will have access to CGI's Confidential Information as of the Effective Date of this Access Agreement and then those who will have access to CGI's Confidential Information in the future. Contractor agrees that it shall be fully responsible and liable to CGI for each Permitted Employee's access to the Software and shall inform each Permitted Employee of their duty to comply with the obligations and restrictions set forth in this Access Agreement.

- F. As an inducement to CGI to enter into this Access Agreement, Contractor agrees that, during the period specified below, none of the Permitted Employees will be placed on any projects or proposed projects (including the preparation of proposals and bids) pursuant to which Contractor is offering to (i) modify, enhance, maintain or support the Software Application for any party, other than Client under the terms and conditions of this Access Agreement, unless agreed to in writing by CGI. The foregoing restrictive covenants will apply to each Permitted Employee during the time such Permitted Employee has access to the Software Application or any related materials and for a period of five (5) years after the Permitted Employee last had access to the Software Application or any related materials. 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 Client.
- G. In addition, Contractor agrees that neither Contractor nor any of the Permitted Employees will (a) divulge or otherwise disclose to third parties that they have any familiarity with or knowledge of the Software, and (b) disparage CGI or the Software including 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 prospective customer who is at that time a licensee or software as a services user of the Software unless agreed to in writing by CGI. 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 Client.
- H. The provisions of this Section 2 shall remain in full force and effect and otherwise survive the expiration or termination of this Access Agreement.

3. AUDIT RIGHTS

- A. CGI has the right to audit, during normal business hours, the Contractor's and the Client's use of the CGI Confidential Information to determine whether such use is in accordance with the terms and conditions of this Access Agreement and the License Agreement in that regard, CGI may, upon advance written notice to Contractor or Client, examine and copy reports, records and accounts of Contractor or Client or request the same to be provided to CGI. All information requested by CGI in the course of an audit must be provided to CGI within ten (10) business days of Contractor or Client's receipt of the request. CGI's audits may include, without limitation, audits of the access to or use of the CGI Confidential Information, modifications, and/or customizations of the Software and Contractor or Client's employee access for the purposes of verifying Contractor or Client's compliance with the terms and conditions of this Access Agreement. If during the audit, CGI determines that the CGI Confidential Information is being accessed or used in violation of the terms and conditions of this Access Agreement, then CGI, at its sole discretion, shall have the right to terminate this Access Agreement immediately.
- B. Client, and CGI, have the contractual right to audit and inspect Contractor's facilities to, among other things, verify the integrity of CGI's Confidential

Information; examine the systems that process and store CGI's Confidential Information; and examine Contractor's practices and procedures (including data and information security practices and procedures).

4. EXCLUSION OF WARRANTIES

NO WARRANTIES OR REMEDIES PROVIDED BY CGI TO CLIENT 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 CGI CONFIDENTIAL INFORMATION 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.

5. LIMITATION OF LIABILITY

- A. CGI WILL HAVE NO LIABILITY TO CLIENT OR CONTRACTOR FOR ANY CLAIMS BY EITHER OF THEM ARISING OUT OF OR RELATING TO THIS ACCESS AGREEMENT. IF APPLICABLE LAW LIMITS THE APPLICATION OF THIS SECTION, CGI'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT POSSIBLE.
- B. In no event will CGI be liable for: (1) any damages caused by the failure of Contractor, Client or their respective employees, affiliates or suppliers to perform any of their responsibilities; (2) any claims or damages arising out of or related to modifications made to the CGI Confidential Information 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 arising out of or relating to the Services or to Contractor's use of, misuse of, or inability to use CGI's Confidential and will pay all settlements, costs, damages, and legal fees and expenses. CGI must promptly notify Contractor in writing of the claim, provide Contractor a copy of all information received by CGI with respect to the claim or action, cooperate with Contractor in defending or settling the claim or action, and allow Contractor to control the defense and settlement of the claim or action, including the selection of attorneys. CGI will have the right to participate in the settlement or defense of any such claim or action at its own expense. If, as a result of Contractor's negligence, CGI or CGI's employees suffer personal injury or property damage, Contractor will reimburse CGI for that portion of any claims CGI actually pays for which Contractor is legally liable. The Client must ensure that the Services Agreement requires Contractor to indemnify Client in connection with Contractor's breach of or failure to comply with obligations related to CGI's Confidential Information.

6. TERM AND TERMINATION

- A. This Access Agreement shall be effective for a term of one (1) year from the Effective Date, unless terminated earlier in accordance with this Section 6, or unless the License Agreement expires or is terminated for any reason, in which case this Access Agreement will automatically terminate and the Services being performed by Contractor will be terminated by Client. Upon request by Client and Contractor, at CGI's sole option, CGI may elect to renew this Access Agreement provided that in no event shall the term of this Access Agreement exceed three years. Any renewal of this Access Agreement must be in writing, signed by all parties.
- B. If CGI believes that Client or Contractor has failed to perform in accordance with the terms and conditions of this Access Agreement (a "Breach"), then CGI may provide written notice directed to the breaching party describing the alleged Breach in reasonable detail. If the breaching party does not, within fifteen (15) calendar days after receiving such written notice, either (i) cure the Breach or (ii) if the Breach is not one that can reasonably be cured within fifteen (15) calendar days, develop a plan to cure the Breach and diligently proceed according to the plan until the Breach has been cured, then CGI may terminate this Access Agreement for cause. If Client or Contractor breach the restrictions or obligations imposed under Section 2 (Confidentiality), CGI will have the right, without affecting any other rights and remedies CGI may have, to terminate this Access Agreement immediately upon written notice to all parties. Termination of this Access Agreement will be in addition to, and not in lieu of, other remedies available to CGI under this Access Agreement.
- C. Within thirty (30) calendar days after the expiration or termination of this Access Agreement for any reason, Contractor must, at CGI's option, either deliver to CGI or destroy the original and all copies (including partial copies) of all CGI Confidential Information, and any other materials provided by CGI under this Access Agreement, including copied portions contained in derivative works, and certify in writing to CGI that Contractor has fully performed its obligations under this paragraph.
- D. Notwithstanding the preceding, the Client and Contractor agree that termination of this Access Agreement and/or damages alone may not be a sufficient remedy in the event of a Breach and that CGI shall be entitled to equitable relief, including a restraining order, injunctive relief and specific performance and/or other relief as may be granted by any court to prevent Breaches and to enforce specifically the terms and provisions of this Access Agreement in any action instituted in any court having subject matter jurisdiction, in addition to any other remedy to which CGI may be entitled at law or in equity in the event of any Breach of the provisions hereof.

7. GENERAL

- A. Client and CGI each separately agrees and affirms on its own behalf that the terms of the License Agreement will be and remain in full force and effect. Nothing in this Access Agreement relieves Client of any of its obligations under the License Agreement, including the use restrictions in such agreement, the obligations to pay CGI for services, and the nondisclosure and confidentiality



provisions. In the event of any conflict between this Access Agreement and the License Agreement, this Access Agreement controls.

- B. Any claim, controversy or dispute arising under or related to this Access Agreement will be governed by the laws of the Commonwealth of Virginia, without regard to any provision of Virginia law that would require or permit the application of the substantive law of any other jurisdiction. The parties agree to bring any action arising out of or relating to this Access Agreement or the relationship between the parties in the state or federal courts situated in the Commonwealth of Virginia, which shall have exclusive jurisdiction thereof, and the parties hereby waive any claim or defense that such forum is not convenient or proper.
- C. Each party agrees that it will not knowingly export or re-export, directly or indirectly, any technical data or product derived from the other party to any destination to which such export or re-export is controlled, restricted or prohibited by U.S. law, without obtaining prior authorization from the U.S. government.
- D. Contractor may not assign or otherwise transfer this Access Agreement, including by operation of law, 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.
- E. Any notice or other communication required or permitted to be made or given by any party pursuant to this Access Agreement will be in writing, in English, and 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 express courier service. All notices will be sent to the receiving party with a copy to the other party at their respective addresses as set forth below or at such other address as any such party will have specified in a notice given in accordance with this section:

In case of Client:	with a copy to:
Pima County 33 N. Stone Ave., 14th Floor Tucson, AZ 85701 Attn: CIO Phone: 520724-7580	Pima County 130 W. Congress St. 3rd Floor Tucson, AZ 85701 Attn: Procurement Director Phone: 520-724-8161

In the case of Contractor:	with a copy to:
<div>[insert Contractor's name]</div> <div>Address:</div> <div>Attn:</div> <div>Phone/Email:</div>	<div>[insert Contractor's name]</div> <div>Address:</div> <div>Attn:</div> <div>Phone/Email:</div>
In the case of CGI:	with copy 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, 8th Floor Fairfax, VA 22030 Attn: Office of General Counsel Email: us-ogc.crp@cgi.com

- F. This Access 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. For purpose of clarification, this Access Agreement does not supersede the License Agreement. This Access Agreement may be modified or amended solely in a writing signed by all parties.
- G. The provisions of this Access Agreement shall be deemed severable, and the unenforceability of any one or more provisions 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.
- 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, 4 and 5.
- J. **Conflict of Interest:** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

- K. **Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
- L. **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.

[Signature page to follow]



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

Pima County, Arizona (Client)

[Contractor name] (Contractor)

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

CGI Technologies and Solutions Inc. (CGI)

By:

Printed Name:

Title:

Date:

Exhibit C – Attachment 1
CGI Technologies and Solutions Inc.
Security Document

Additional Protections Regarding Contractor Use of CGI Confidential Information

1. DEDICATED RESOURCES.

Contractor must use resources (server, building (whole or partitioned), etc.) dedicated solely to Client. Contractor cannot use a shared processing environment or non-partitioned environment.

2. PHYSICAL SECURITY CONTROLS.

Contractor must partition and separately secure all areas in which CGI Confidential Information is used, accessed, transmitted, or processed, and such security controls at a minimum include:

- A. Contractor inspecting, authenticating and verifying identification and admitting only authorized personnel in Contractor's facilities from which services are provided on behalf of Client;
- B. Contractor monitoring and controlling access to Contractor's facilities from which CGI Confidential Information is stored, used or accessed (including on a 24x7 basis, security guards and technical support engineers and restricting direct and remote access Contractor facilities containing CGI Confidential Information);
- C. The equipment and software used for Contractor to provide services on behalf of Client must prohibit the physical download of CGI Confidential Information (such as computers without disc drives);
- D. Contractor must only print or reproduce physical copies of information necessary for it to perform the services on behalf of Client and may not remove physical copies from such secured areas;
- E. Contractor must provide Client with access to print logs;
- F. Contractor must implement, maintain and enforce document and media disposal policies consistent with commercially reasonable industry standards, approved by Client, with respect to materials containing information such as CGI Confidential Information; and
- G. Equipment located in the secured facilities or partitioned areas used by Contractor to provide services on behalf of Client must be on a separate local area network and have a separate file server.
- H. All Contractor personnel working with CGI Confidential Information must comply with these security policies.

3. INDIVIDUAL WORK STATION PROTECTIONS.

Contractor personnel must have active on their workstation a password-protected screensaver that activates when the workstation has been inactive for not longer than ten minutes.

4. EXTERNAL EMAIL RESTRICTIONS.

Contractor personnel are prohibited from having access to any webmail from external service providers.

5. COMMON AREA ACCESS RESTRICTIONS.

Contractor personnel are prohibited from performing work for Client in common areas such as libraries and business centers.

6. PHYSICAL SITE VISITS.

At least twice yearly representatives of Client will make a physical visit to Contractor sites offshore to inspect the facilities and activity occurring at such sites with respect to the CGI Confidential Information.

7. MONITORING PROCESSES.

Client must regularly monitor Contractor network activity and conduct vulnerability scans.

Exhibit C – Attachment 2

Permitted Use of CGI Confidential Information

Except as expressly stated under this Access Agreement, the following defined the permitted use for the Software:

- Specific Confidential Information that may be shared:
 - Source Code and Documentation, as applicable, of CGI's proprietary software identified as Licensed Software in Exhibit A of the Proprietary Software License Agreement.
- Permitted Use of the specific Confidential Information that may be shared:
 - Access to Source Code and Documentation, as needed, for the sole purpose of applying software updates, patches, or corrections provided to Client by CGI. Access to Source Code and Documentation for any other purpose is explicitly denied and not permitted.
- For the avoidance of doubt, Client shall ensure that Contractor does not have access to any other items including, but not limited to, the following items:
 - Uploading protocols and scripts
 - Technical architecture of baseline solution
 - Software Application technical documentation
 - Data Schema of baseline Software Application system
 - Online Reporting modifications]