

**FOURTH AMENDMENT TO THE AMENDED AND RESTATED PROPRIETARY
SOFTWARE LICENCE AGREEMENT C-114341
BETWEEN THE CITY OF LOS ANGELES
AND
CGI TECHNOLOGIES AND SOLUTIONS INC.**

This Fourth Amendment to Contract C-114341 is entered into between the City of Los Angeles, California, a municipal corporation (hereinafter referred to as the "City" or "Client") and CGI Technologies and Solutions Inc., a Delaware corporation (hereinafter referred to as "Contractor" or "CGI") with reference to the following facts:

WHEREAS, pursuant to the agreement dated on or about September 28, 1991 ("Original License Agreement"), the City licensed the software, now known as the AMS Advantage® software from CGI (formerly, American Management Systems, Incorporated); and

WHEREAS, on or about September 1, 2008, the City and Contractor entered into a Proprietary Software License Agreement ("License Agreement") (City Contract No. C-114341) whereby Contractor agreed to provide CGI Advantage® software; and

WHEREAS, the City (CFs 07-2186-S1 and S2) authorized the Controller to execute the contract on behalf of the City; and

WHEREAS, CFs 07-2186-S1 and S2 transferred the City Project Management Office and the project management function from the Controller to the Information of Technology Agency; and

WHEREAS, pursuant to the First Amendment to this License Agreement on or about September 9, 2008, this contract recognizes the project structure approved in the above Council files; and

WHEREAS, pursuant to the Second Amendment to this License Amendment on or about April 30, 2010, in order to add a 3rd year of Back Maintenance and an additional year of 3rd Party Products Software Maintenance due to the new revised Go-Live date of 07/01/11; and,

WHEREAS, pursuant to the Third Amendment of the License Agreement on or about June 16, 2014, in order to upgrade the City's BRASS license to Performance Budgeting; and,

WHEREAS, the Parties desire to enter into this Fourth Amendment pursuant to Paragraph 9.C (entire agreement and written amendments) of the License Agreement in order to add 3rd Party Software Licenses.

NOW THEREFORE, in consideration of the premises and of the covenants, representations and agreement set forth herein, the Parties hereby covenant, represent and agree to amend the License Agreement as follows:

- Section 3 (LICENSE FEE) of Exhibit A of this License Agreement is hereby deleted in its entirety and replaced by the following:

“3. LICENSE FEE

In consideration of the grant of license contemplated by this License Agreement, the City shall pay the amount of One Million, Six Hundred and Six Thousand, Seven Hundred and Sixty Nine Dollars (\$1,606,769.00) in accordance with the following:

Milestone	Payment Deliverable	Due Date	Deliverable Amount	Holdback 15%	Invoice Amount
A	CGI Advantage 3rd Party Products Software License	09/01/08	\$402,133.00	\$0.00	\$402,133.00 (Paid)
B	CGI Advantage Back Maintenance (Year 1)	09/01/08	\$500,000.00	\$0.00	\$500,000.00 (Paid)
C	CGI Advantage Back Maintenance (Year 2)	07/01/09	\$215,546.00	\$0.00	\$215,546.00 (Paid)
D	CGI Advantage Back Maintenance (Year 3)	07/01/10	\$215,546.00	\$0.00	\$215,546.00 (Paid)
E	CGI Advantage 3rd Party Products Software Maintenance (July 2010 – June 2011)	07/01/10	\$121,200.00	\$0.00	\$121,200.00 (Paid)
F	CGI Advantage 3 rd Party Products Software License (FY14-15)	01/01/15	\$33,969.00	\$0.00	\$33,969.00
G	CGI Advantage 3 rd Party Products Software License (FY15-16)	07/01/15	\$118,375.00	\$0.00	\$118,375.00
Total Payments and Holdbacks – Software Licenses			\$1,606,769.00	\$0.00	\$1,606,769.00

- Section 6 (THIRD-PARTY PRODUCTS LICENSED BY CGI) of Exhibit A of this License Agreement is hereby deleted in its entirety and replaced by the following:

“6. Third-Party Products Licensed By CGI.

Included in the License Fee set forth in Section 3 of Exhibit A are the license fees for certain third-party products (the “Third-Party Products”) required to be used in connection with the CGI Advantage software. CGI is providing the following Third-Party Products to the City:

- Versata Logic Server v. 5.5 (1 site license)
- Versata Designer Studio (Java/ XML) (4 named user/workstation licenses)
- IBM WebSphere Application Server Network Deployment (2100 IBM Processor Value Units Sub-capacity) (formerly *IBM WebSphere Application Server (AIX) (2100 PVU)*)

- IBM WebSphere Application Server Processor (600 IBM Processor Value Units Sub-capacity) (formerly *IBM WebSphere Application Server (Windows) (600 PVU)*)
 - *[See attached for additional IBM Terms]*
- Pervasive Data Integrator Pro Engine™ - Production (1 license – dual core) (formerly *Pervasive Data Integrator Pro Engine Prod (2 x2 cpu production server license)*)
- Pervasive Data Integrator Pro Engine™ - Non Production (2 licenses - single threaded) (formerly *Pervasive Data Integrator Pro Engine Non Prod (1 x2 cpu non-prod server license)*)
- Pervasive Data Integrator Pro Engine™ (1 license single threaded) (formerly *Pervasive Data Integrator Pro Engine (1 x 2 cpu DR server license)*)
- Pervasive Data Integrator Pro Developer™ (6 named user licenses)
 - *[The End User Agreement (“EULA”) for Pervasive is attached to the original License Agreement]*
- Adobe Present Central Pro – production (1 server license)
- Adobe Present Central Pro – non-production (1 server license)
- Adobe Present Output Designer (1 named user license)
- Adobe RoboHelp® Office (1 named user license) (formerly *Adobe Robo Help Office X5 (1 user license)*)
 - *[The End User Agreements (“EULA”) for Adobe products are attached to the original License Agreement]*
- Monsell EDM DeltaXML (1 site license) (formerly *Delta XML Limited DeltaXML (1 user license)*)
- Convey 1099 (6 users based on 10,000 documents created) (*[annual service]*) (formerly *Convey Compliance Systems 1099 (Network C)*)
- Business Objects Ent Professional Application Specific for QRA & WebIntelligence NUL (50 User Restricted)
- Business Objects Ent Professional Application Specific for QRA & WebIntelligence (6 CPU Restricted)
- Adobe LiveCycle – non-production (1 server license)
- Adobe LiveCycle – production (2 CPU license)

The above Third Party Software has been updated as of the date of this Amendment to reflect current naming conventions.

Each “user license” referenced above refers to the restrictions for the corresponding third-party software provided by CGI to the City, but not less than one concurrent user.

All rights of the City in and to the Third-Party Products will be governed by the suppliers’ license terms accompanying the Third-Party Products, some of which are attached hereto as Appendix 3. Those Third-Party Products whose

licenses are not attached are either governed by the shrink-wrap license or by the terms and conditions of this License Agreement, as the case may be. CGI does not itself give or make any warranty of any kind with respect to the Third-Party Products. Changes in the CGI Advantage software, which CGI may make from time to time as part of a CGI Advantage Upgrade Release (i.e., a new Minor Release or Major Release), may make it necessary for the City to acquire, at its own expense, updated versions of the Third-Party Products or additional third-party products.

Changes in Third-Party Products that are *required* by CGI in order to ensure the Third-Party Products are compatible or operate correctly with the *currently implemented version (including any Service Release or FixPack)* of CGI Advantage will be at the expense of CGI through Final Acceptance.

The City may use the Third-Party Products to support a Disaster Recovery (DR) site for no additional licensing fee as long as the DR site is not used to increase system capacity.”

3. Except as amended herein, all other terms and conditions of the License Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have caused this Third Amendment to be executed by their duly authorized representatives.

THE CITY OF LOS ANGELES
A Municipal Corporation

CGI Technologies and Solutions Inc.

By: _____
STEVE RENEKER
General Manager
Information Technology Agency

By: _____
DANIEL A. KEENE
Senior Vice President

Date: _____

Date: _____

APPROVED AS TO FORM:
Michael N. Feuer, City Attorney

Attest: Holly L. Wolcott, City Clerk

By: _____
LAUREL L. LIGHTNER
Assistant City Attorney

By: _____
Deputy

Date: _____