



EXHIBIT A TO APPENDIX D TO DIR CONTRACT NO. DIR-TSO-2567

**CGI Technologies and Solutions Inc.
Proprietary Software License Agreement**

[Internal note: this template serves as a “menu” of CGI’s full offering. This will be tailored for the particular opportunity during contract finalization, removing modules and internal notes as needed.]

1. **Licensed Software.** CGI is licensing to Client the following computer software components, comprising the Software:

CGI Advantage® Financial Management Base System including:

- CGI Advantage Grant Lifecycle Management
- CGI Advantage Inventory Management
- CGI Advantage Asset Management
- CGI Advantage Cash Management
- CGI Advantage Travel and Expense Management
- CGI Advantage State Reciprocal Program

CGI Advantage Procurement Professional including:

- CGI Advantage Vendor Self Service
- CGI Advantage Grantor Extensions

CGI Advantage Performance Budgeting

CGI Advantage Human Resource Management Base System including:

- CGI Advantage HR Self Service

CGI infoAdvantage

CGI infoAdvantage Dashboard

CGI Advantage Transparency Portal

CGI Advantage Portal Websphere Single Sign-On

CGI Advantage Case Management Base System including:

- CGI Advantage Financial Case Management
- CGI Advantage Procurement Case Management
- CGI Advantage HRM Case Management

CGI Advantage Mobility including:

- CGI Advantage Mobility MSS Timesheet Approval
- CGI Advantage Mobility ESS Timesheet Entry
- CGI Advantage Mobility VSS
- CGI Advantage Mobility Financial Approval Flow

CGI will provide one (1) electronic copy of the Software to the Client.

2. **Licensed Documentation.** The Specifications for the Software listed in Section 1 of this Exhibit are set forth in the documentation available for download on the CGI website (<https://sc.cgi.com/advantage/>); referred to in this Agreement as the “Documentation.”



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

3. **License Type.** The Software is licensed to Client on the following basis:

- A. The Advantage Software is licensed to the Client assuming a Client operating budget between \$_____ per year and \$_____ per year. Should the Client’s actual operating budget exceed \$_____ per year, additional license fees may apply in accordance to Appendix C – Pricing Index to DIR contract DIR-TSO-2567.
- B. **Site License.** Client is permitted to use the Software at the computer facility or facilities listed below. In the event of the failure of the computers at the listed location(s), Client may use the Software at a back-up computer facility in the same country until operations at the primary facility have been restored.

Should Client desire to use the Software for additional named users or at additional facilities, as the case may be, Client may purchase additional licenses in accordance to Appendix C – Pricing Index to DIR contract DIR-TSO-2567.

4. **Work That May Be Processed.** Client may only use the Software to process Client’s own work.

5. **License Fee.** The Software and Bundled Software Products specified in Section 1 and Section 7, respectively, of this Exhibit are granted to Client for a License Fee of [\$_____]. All license fees shall be in accordance with Appendix C – Pricing Index to DIR contract DIR-TSO-2567.

Licensed Software	License Fee
Previously Licensed Software	
Previously Licensed Bundled Software Products	
New Licensed Software *	\$
New Licensed Bundled Software Products *	
Total License Fee	

Invoicing and Payments shall be in accordance with DIR contract DIR-TSO-2567, Appendix A, Sections 8.I - Invoices and Section 8.J. – Payments.

CGI shall submit invoices to the following:



6. **Warranty Period.** The Warranty Period for the Software referred to in Section 5.A of this Agreement is a period of ____ () days beginning on the date CGI has successfully completed CGI's standard installation test following delivery of the Software to the Client.
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, unless otherwise noted. CGI is providing the following Bundled Software Products to Client:

[The Bundled Software and Third Party Software Product list will be completed at time of contract, and as applicable, additional terms for Bundled Software and Third Party Software Products will be attached to the final Exhibit A in accordance with DIR contract DIR-TSO-2567, Section 7. Shrink/Click-wrap and Agreements.]

Red Hat – JBoss

Adobe Present Output Designer – X Named User License *[Governed by Shrink-wrap License]*

Adobe RoboHelp® Office – X Named User License *[Governed by Shrink-wrap License, provided as Attachment X]*

Adobe FrameMaker® - X Named User for use with Pattern Stream *[Governed by Shrink-wrap License, provided as Attachment X]*

Eclipse BIRT Designer Eclipse BIRT Engine

Pervasive® Data Integrator Pro Developer™ X Named User License *[Governed by Shrink-wrap License, provided as Attachment X]*

Pervasive Data Integrator Pro Engine™ X CPU License (Single or multi-threaded) *[Governed by Shrink-wrap License, provided as Attachment X]*

Pervasive Data Integrator Universal Edition Engine

Pervasive Data Integrator Universal Edition Design Studio

(Internal Note: an additional license is necessary for non-production and/or disaster recovery and should be listed)

Finite Matters, Ltd. PatternStream® - X Runtime/Developer License

Versata Logic Server - Site license

Versata Designer Studio – X Named User License

IBM Maximo® Enterprise Asset Management– X Named User License *[Governed by Shrink-wrap License, Provided as Attachment X]*

IBM Tivoli Maximo® Asset Management – X Named User License *[Governed by Shrink-wrap License, provided as Attachment X]*

IBM Tririga *[Governed by Shrink-wrap License, provided as Attachment X]*



IBM WebSphere Application Server Network Deployment – X IBM Processor Value Units

IBM WebSphere Application Server Processor – X IBM Processor Value Units

[Internal Note: IBM Websphere must be identified as Full Use or Sub-capacity. Pass terms]

[Additional IBM Terms provided as Attachment X]

IRI CoSort - Hardware type (model number) /Operating System (version) / X No. of CPUs/ X Memory *[Governed by Shrink-wrap License, provided as Attachment X]*

Micro Focus Net Express (Windows) – X Named user License *[Governed by Shrink-wrap License]*

Micro Focus Server Express (AIX) – X Named user License *[Governed by Shrink-wrap License]*

Micro Focus Application Server for Net Express (Windows) – 1 Server License for up to 10 concurrent batches/users License *[Governed by Shrink-wrap License]*

Micro Focus Application Server for Net Express (AIX) – 1 Server License for up to 10 concurrent batches/users License *[Governed by Shrink-wrap License]*

Micro Focus Server for COBOL – based on number of employees

(Internal Note: an additional license is necessary for non-production and/or disaster recovery)

Monsell EDM DeltaXML – Site License

Meridian Knowledge Centre® Suite – X number of Users

Meridian Player – X number of Users

Annual Subscription Products

Convey Taxport- unlimited users based on # or documents created *[Annual service, governed by Shrink-wrap License]*

Convey Taxport AP - unlimited users based on # or documents created *[Annual service, governed by Shrink-wrap License]*

Liaison

Additional Third Party Software Products

Business Objects Ent. Professional Application Specific or Full Use for QRA & WebIntelligence NUL

--- OR ---

Business Objects Ent Professional Application Specific or Full Use for QRA & WebIntelligence CPU I

[Client Note: An Unrestricted Data License allows the Client to use Business Objects with data processed by systems other than Advantage **except** for data processed in the



SAP ERP System (see SAP Software Use Rights Agreement at www.sap.com/company/legal/index.epx).

Kronos

Microsoft SQL Server *[See Attachment for additional terms]*

Oracle *[Governed by Shrink-wrap License] Additional terms may be required.*

Perforce *[See Attachment for additional terms]*

SymPro *[See Attachment for additional terms]*

All rights of Client in and to the Bundled Software Products or Additional Third Party Software Products will be governed by the terms and conditions of this Agreement, unless otherwise specified above. In addition the Software may contain or require the use of open source products; any such products incorporated in, or used with, the Software are subject to the applicable open source license agreement. CGI does not itself give or make any warranty of any kind with respect to the Bundled Software Products or Additional Third Party Software. 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 Third Party Software.

Agreed to and initialed for identification by:

(Client)

(CGI)