



APPENDIX G TO DIR CONTRACT NO. DIR-TSO-3826

COMMUNITYCARE360 PROPRIETARY SOFTWARE LICENSE AGREEMENT

This is a Proprietary Software License Agreement (“Agreement”) dated as of _____ (the “Effective Date”) by and between _____ (“Customer”) a _____ corporation having a place of business at _____, and CGI Technologies and Solutions Inc. (“CGI”), a Delaware corporation having its principal place of business at 11325 Random Hills Road, Fairfax, Virginia 22030.

1. LICENSE, DELIVERY, INSTALLATION, ACCEPTANCE INSPECTION, SUBSTITUTION/CHANGES

A. License

- (1) Subject to payment in full in accordance with Section 2 of the License Fee specified in Exhibit A, CGI hereby grants to Customer a limited, non-exclusive, non-transferable, non-assignable, non-sublicensable license commencing on the Effective Date to use the computer software components (the “Software”) and documentation (the “Documentation”) listed in *Exhibit A* on the terms and conditions of DIR Contract No. DIR-TSO-3826 and this Agreement. The term “Software” as used in this Agreement includes any maintenance releases to the Software that may be provided to Customer from time to time under a separate maintenance agreement executed by the parties, if any, but specifically excludes any other modifications or customizations to the Software. CGI shall upon Customer’s request and at Customer’s cost give information regarding the application programming interfaces of the Software to the extent such information is necessary for Customer to integrate the Software with third party software.
- (2) Customer may use the Software only to process the work of the parties set forth in *Exhibit A* and only on the terms and conditions of DIR Contract No. DIR-TSO-3826 and this Agreement. Customer may use the Software on one equipment solely for its own internal purposes if the annual license fee is duly paid by Customer and may not use the Software as part of a commercial time-sharing or service bureau operation or in any other resale capacity. Customer may use the Documentation solely in support of the Software.
- (3) This Agreement does not convey to Customer title or ownership of the Software and Documentation, but only a right of limited use in accordance with DIR Contract No. DIR-TSO-3826 and this Agreement. All terms and conditions of this Agreement are material terms of the license granted by this Agreement.

B. Delivery. CGI will deliver the Software and Documentation on the Delivery Date specified in *Exhibit A*.

C. Installation.

- (1) Unless otherwise agreed in *Exhibit A*, Customer is responsible for the installation of the Software. If CGI installs the Software the Delivery Date shall be deemed to be the date on which installation and acceptance is completed. If Customer is responsible for the installation of standard software, the Delivery Date is deemed to have taken place on the date when the Software is delivered and accepted to the Customer.
- (2) Customer shall at its own expense prepare the operating environment of Software in accordance with CGI’s instructions. If it has been agreed that CGI installs the Software, CGI shall in good time provide Customer with written instructions in order for the Customer to arrange the operating environment in conformity with

CGI's instructions. At a time to be agreed by the parties CGI shall be entitled to inspect the operating environment prior to the agreed date of installation. If CGI is not responsible for the installation, CGI shall at the request of the Customer give the information necessary to perform the installation.

- (3) If it has been agreed that CGI installs the Software, Customer shall arrange access to CGI to the installation premises at a time to be agreed by the parties for the performance of the installation. Customer shall at its expense arrange the working and storing space necessary to perform the installation.
- D. Acceptance Inspection. Unless a separate acceptance test has been agreed upon, the Customer shall perform the acceptance inspection of standard software within fourteen (14) days from the date of delivery of standard software by CGI to the Customer in conformity with the Agreement. The customer shall without delay inform CGI in writing of all errors or deficiencies detected in the delivery. Errors which are rated minor and/or do not substantially interfere with the use of standard software shall not prevent the acceptance of the delivery; CGI shall, however, without undue delay remedy these errors in accordance with the warranty.
- E. Substitution/Changes. CGI may with the consent of the Customer replace Licensed Software by a new version thereof or by another software. Such replacement software version or standard software shall meet the functionality of the originally licensed Software. CGI shall be entitled, prior to the delivery and without prior notification to the Customer, to make alterations to the Software which improve Software provided that the Software provided that the functionality of the Software is not adversely affected.

2. LICENSE FEE

- A. As compensation for the license provided under this Agreement, Customer will pay the annual license fees in accordance Appendix C of DIR Contract No. DIR-TSO-3826 and with *Exhibit A*. The Customer acknowledges and agrees that CGI has, at its sole discretion, the right from time to time to make changes in the prices upon DIR approval. Such changes shall be applicable to any fees payable subsequent to the price change.
- B. Taxes will be handled in accordance with Appendix A, Section 8E of DIR Contract No. DIR-TSO-3826.
- C. All fees and expenses are to be paid to CGI in United States Dollars, by wire transfer of funds to an account designated by CGI or by check sent to Bank of America, c/o CGI Technologies and Solutions Inc. at 12907 Collections Center Drive, Chicago, IL 60693. CGI's invoices are due and payable in accordance to Appendix A, Section 8J of DIR Contract No. DIR-TSO-3826; provided, however that all license fees and first year subscription and maintenance fees are payable upon execution of the Agreement.

3. NONDISCLOSURE

- A. "Confidential Information" means any and all information which is confidential or a trade secret and is furnished or disclosed to Customer under this Agreement. The Software and Documentation are Confidential Information of CGI. Confidential Information includes other information that is marked as "proprietary," "confidential" or "trade secret", or in some other manner to indicate it is confidential or a trade secret.
- B. Confidential Information will remain the property of CGI, and Customer will not be deemed by virtue of this Agreement or any access to CGI's Confidential Information to have acquired any right, title or interest in or to the Confidential Information. To the extent allowable under the Texas Public Information Act, Customer agrees: (i) to hold the

Confidential Information in strict confidence; (ii) to limit disclosure of the Confidential Information to Customer's own employees having a need to know the Confidential Information for the purposes of this Agreement; (iii) not to disclose any Confidential Information to any third party; (iv) to use the Confidential Information solely and exclusively in accordance with the terms of this Agreement in order to carry out its obligations and exercise its rights under this Agreement; and (vi) to notify CGI promptly of any unauthorized use or disclosure of the Confidential Information and to cooperate with and assist CGI in every reasonable way to stop or minimize such unauthorized use or disclosure.

4. PERMISSION TO COPY THE SOFTWARE

- A. Customer may copy the Software for back-up and archival purposes. Customer may copy the Documentation to support Customer's licensed use of the Software in accordance with this Agreement, subject to any restrictions specified in *Exhibit A*. Any copies Customer makes of the Software or Documentation, in whole or in part, are CGI's property.
- B. Customer agrees not to reverse engineer, decompile, disassemble or extract, as applicable, any ideas, algorithms or procedures from the Software or Documentation for any reason.
- C. Customer agrees to reproduce and include CGI's copyright, trademark, and other proprietary rights notices on any copies of the Software and Documentation, including partial copies and copied materials in derivative works.

5. LIMITED WARRANTIES AND REMEDIES FOR BREACH OF WARRANTY

- A. CGI warrants that, during the Warranty Period specified in *Exhibit A*, performance of the Software will not deviate materially from its specifications as identified in *Exhibit A* (the "Specifications"). A material deviation of the Software from its Specifications is referred to in this Agreement as an "Error." If Customer believes there has been a breach of this warranty it must notify CGI in writing within the Warranty Period describing the Error in sufficient detail to enable CGI to recreate it. If there has been a breach of this warranty, then CGI's sole obligation, and Customer's exclusive remedy, will be for CGI to correct or modify the Error at no charge. CGI may investigate and correct breaches of warranty at CGI's offices to the extent possible. If Customer requires CGI to travel to Customer's place of business to correct a breach of warranty that could have reasonably been corrected at CGI's place of business, Customer will reimburse CGI for the reasonable travel time and reimbursable expenses of CGI's personnel. If a reported breach of warranty is attributable to a cause other than a breach of this warranty, then CGI will be entitled to payment for its investigation and correction efforts on a time and materials basis at CGI's then-current rates. The warranty shall be valid only if standard software is used in the agreed operating environment or in another operating environment specified by CGI. The correction of an error may also take place by providing a workaround or by providing the Customer with written instructions to bypass the error, if this can take place without additional costs or substantial inconvenience to the Customer.
- B. CGI warrants that the Software and Documentation do not infringe any third party copyrights, patents or trade secrets that exist on the Effective Date and that arise or are enforceable under the laws of the United States of America. Infringement shall be in accordance with Appendix A, Section 10A of the DIR Contract DIR-TSO-3826.
- C. CGI is not responsible for any claimed breaches of the foregoing warranties caused by: (i) modifications made to the Software or Documentation by anyone other than CGI and its subcontractors working at CGI's direction; (ii) the combination, operation or use of the Software or Documentation with any items that CGI did not supply; (iii) Customer's failure

to use any new or corrected versions of the Software or Documentation made available by CGI; or (iv) CGI's adherence to Customer's specifications or instructions.

- D. CGI does not warrant that the Software will be error-free or that its operation will be uninterrupted. Customer acknowledges that it is responsible for the results obtained from use of the Software, including without limitation the completeness, accuracy and content of such results.
- E. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INTEGRATION, PERFORMANCE AND ACCURACY AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.
- F. After the expiration of the warranty period CGI's liability for the errors in the Software shall be limited to the obligations under a the maintenance and support agreement, if any.

6. LIMITATION OF LIABILITY

Limitation of Liability will be handled in accordance to Appendix A, Section 10K of DIR Contract No. DIR-TSO-3826.

7. INDEMNIFICATION

Indemnification will be handled in accordance to Appendix A, Section 10A of DIR Contract No. DIR-TSO-3826.

8. TERMINATION

- A. Termination will be handled in accordance to Appendix A, Section 11B of DIR Contract No. DIR-TSO-3826.
- B. Subject to record retention laws and policies, within thirty (30) calendar days after the expiration or termination of this Agreement for any reason, Customer must, at CGI's option, either deliver to CGI or destroy the original and all copies (including partial copies) of the Software, the Documentation, all CGI Confidential Information, and any other materials provided by CGI under this Agreement, including copied portions contained in derivative works, and certify in writing to CGI that Customer has fully performed its obligations under this paragraph.
- C. Any provision of this Agreement that imposes or contemplates continuing obligations on a party will survive the expiration or termination of this Agreement, including but not limited to Sections 3 and 6.

9. LAW AND DISPUTES

- A. Any claim, controversy or dispute arising under or related to the Contract Documents will be governed by the laws of Texas, without regard to any provision of conflict law that would require or permit the application of the substantive law of any other jurisdiction. Notwithstanding anything to the contrary, the parties expressly agree that the provisions of the Uniform Commercial Code (UCC) as enacted under state and federal law, and the Uniform Computer Information Transactions Act (UCITA) as enacted under _____ law, or as may be amended or modified, applicable as of the effective date of this Agreement or thereafter, shall not apply to this Agreement.

- B. At the written request of either party, the parties will attempt to resolve any dispute arising under or relating to this Agreement through the informal means in accordance to Appendix A, Section 10A of DIR Contract No. DIR-TSO-3826. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas.
- C. No proceeding, regardless of form, arising out of or related to this Agreement may be brought by either party more than four (4) years after the accrual of the cause of action, except that (i) proceedings related to violation of a party's proprietary rights or any duty to protect Confidential Information may be brought at any time within the applicable statute of limitations, and (ii) proceedings for non-payment may be brought up to four (4) years after the date the last payment was due.

10. GENERAL

- A. Notices will be handled in accordance to Appendix A, Section 12 of DIR Contract No. DIR-TSO-3826.
- B. Force Majeure will be handled in accordance to Appendix A, Section 11C of DIR Contract No. DIR-TSO-3826.
- C. Assignment will be handled in accordance to Appendix A, Section 4D of DIR Contract No. DIR-TSO-3826.
- D. DIR Contract No. DIR-TSO-3826 and this Agreement constitutes the entire agreement between the parties, and supersedes all other prior or contemporaneous communications between the parties (whether written or oral) relating to the subject matter of this Agreement. This Agreement may be modified or amended solely in a writing signed by both parties.
- E. The provisions of this Agreement will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. In addition, if any provision of this Agreement, for any reason, is declared to be unenforceable, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the parties.
- F. No failure or delay by a party in exercising any right, power or remedy will operate as a waiver of that right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party. If a party waives any right, power or remedy, the waiver will not waive any successive or other right, power or remedy the party may have under this Agreement.
- G. During the term of this Agreement and for twelve (12) months after its expiration or termination, neither party will, either directly or indirectly, solicit for employment or employ (except as permitted below) by itself (or any of its affiliates) any employee of the other party (or any of its affiliates) who was involved in the performance of the party's obligations under this Agreement, unless the hiring party obtains the written consent of the other party. The foregoing provision will not (i) prohibit a general solicitation of employment in the ordinary course of business or prevent a party from employing any employee who contacts such party as a result of such a general solicitation; or (ii) be read so as to limit employment opportunities to an extent that would not be permitted under applicable law (e.g., California law).



H. The Exhibits referred to in and attached to this Agreement are made a part of it as if fully included in the text.

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

CGI Technologies and Solutions Inc. (CGI)

(Customer)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

TEMPLATE

EXHIBIT A

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

This Exhibit A dated _____, 20__ (the “Effective Date”) is issued pursuant to the Proprietary Software License Agreement, dated _____, (the “Agreement”) between CGI Technologies and Solutions Inc. (“CGI”) and _____ (“Customer”). **[Note: this paragraph is only needed if this is a modification to an existing license agreement]**

1. **Licensed Software.** CGI is licensing to Customer the following computer software components comprising the Software: **[indicate if this includes source code or just object code]**

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

2. **Delivery Date, Installation, and Term of License.**

A. Delivery date for the Software and Documentation is _____.

B. The party responsible for installation of the Software is _____.

C. The term of this license shall commence on the Effective Date of this Exhibit A and continue for a period of _____ (__) years

3. **Specifications.** The Specifications for the Software are as set forth in the following documentation:

4. **Licensed Documentation.** CGI is licensing to Customer the documentation that sets forth the Specifications, as listed above, and the following other documentation, all of which CGI will deliver to Customer, and which is collectively referred to in this Agreement as the “Documentation”:

CGI is providing to Customer one (1) machine-readable copy of the Documentation. Customer may make a reasonable number of copies of the Documentation for Customer’s own use. Customer may purchase additional copies of the Documentation at CGI’s standard rates.

5. **License Type.** The Software is licensed to Customer on the following basis, as limited by Section 7:

[e.g., enterprise (be sure to define the enterprise), site, number of users, volume based, or other limitations]

6. **Territory.** The Software and Documentation are licensed to Customer for use solely in the following territory (the “Territory”): **[e.g., United States of America]**.

7. **Work That May Be Processed.** Customer may only use the Software in the functional area of _____. Use of the Software in additional functional areas is subject to payment of the then-current license fees charged for such use(s) **[If enterprise licensing is being proposed, this functional area restriction is not applied]**

8. **License Fee.** The license specified in Section 1 of this Exhibit A is granted to Customer for a License Fee as indicated in Appendix C of DIR Contract No. DIR-TSO-3826 (provided, however, that the License fee is payable upon execution of the Agreement) and defined below. **[include annual license fee amount]**

The non-refundable, non-cancellable first term license fees for the Software will be due and payable in accordance to Appendix A, Section 8J of DIR Contract No. DIR-TSO-3826; provided, however, that the License fee is payable upon execution of the Agreement.



9. **Warranty Period.** The Warranty Period for the Software referred to in Section 1 of this Exhibit is a period of ninety (90) from the Delivery Date of the Software to Customer.

10. **Third Party Software.** Customer acknowledges that the Software requires the third party products (the “Third Party Products”) in order to be operable. As of the Effective Date of this Exhibit, the following products are required by the Software and are provided at no additional charge to Customer (“Integrated Software”): **[if applicable]**

For purposes of this Agreement, the Software will be deemed to include such identified Integrated Software. CGI will be responsible for support of the Integrated Software (whether Integrated Software is from CGI or a Third Party) to the extent applicable to keep the Software performing as warranted in accordance with its Specifications. To the extent CGI has the legal right to do so, CGI agrees to assign or pass through to Customer or otherwise make available for the benefit of Customer, any manufacturer’s or supplier’s warranty applicable to any Integrated Software from a Third Party. Other than the warranty provided in section 5.A of the Agreement, CGI does not itself give or make any warranty of any kind with respect to Integrated Software from a Third Party.

11. **Independent Third Party Products.** Customer acknowledges that the Software requires the third party products identified in the Documentation (the “Independent Third Party Products”) in order to be operable, though required, Independent Third Party Software is not integrated into the Software (as defined above). Prior to delivery of the Software by CGI, Customer must obtain licenses to use the Independent Third Party Products from the applicable licensors, or if listed below, from CGI; no license for or to the Independent Third Party Products is provided by CGI under this Agreement. Changes in the Software which CGI may make from time to time may make it necessary for Customer to acquire, at its own expense, updated versions of the Independent Third Party Products or additional third party products. CGI will have no warranty or maintenance obligations for any Independent Third Party Products or additional third party products.

Accepted by and Agreed to:

CGI Technologies and Solutions Inc. (CGI)

By: _____

Name: _____

Title: _____

(Customer)

By: _____

Name: _____

Title: _____