

**AMENDMENT NUMBER TEN TO PROPRIETARY SOFTWARE
LICENSE AND MAINTENANCE AGREEMENT BETWEEN
STATE OF WYOMING, STATE AUDITOR'S OFFICE AND CGI TECHNOLOGIES
AND SOLUTIONS INC. (formerly known as
AMERICAN MANAGEMENT SYSTEMS, INCORPORATED)**

1. **Parties.** This Amendment Ten is made and entered into by and between the State of Wyoming, State Auditor's Office (Agency), whose address is State Capitol, Room 114, Cheyenne, WY 82002; and CGI Technologies and Solutions Inc. ("CGI" or "Contractor") (formerly known as American Management Systems, Incorporated), whose address is 11325 Random Hills Road, Fairfax, VA 22030.

2. **Purpose of Amendment.** This Amendment Ten shall constitute the tenth amendment to the Proprietary Software License and Maintenance Agreement (Contract) between the Agency and the Contractor which was duly executed, and became effective on December 1, 1989 for AMS's Government Financial System now known as AMS Advantage Financial, certain subsystems, and additional software components. The purpose of this Amendment is to add and change third party software licensing.
 - a. Section 4 of Attachment B to the Contract is amended for the following third party products:
 - Add "Adobe Present Central Server Pro – Non-Production Server License."
 - Change "MicroFocus Cobol" to "MicroFocus Cobol – Server and Net Express Cobol version 5.0 for AIX."
 - Change "Business Objects" to "Business Objects – Production Server License" and "Business Objects – Non-Production 50-user bundle."

 - b. Section 3 of Attachment B is amended to include the following license fees:
 - \$7,000 for "Adobe Present Central Server Pro – Non-Production Server License"

 - c. The maintenance fees for these third party products include the following:
 - \$470.04 for the current year's prorated maintenance for "Adobe Present Central Server Pro – Non-Production Server License" Fees for subsequent maintenance periods will be assessed at CGI's then prevailing rates.
 - \$2,664.96 for the current year's prorated maintenance for "Micro Focus Cobol" Fees for subsequent maintenance periods will be assessed at CGI's then prevailing rates.

 - d. Except as amended by this or any prior Amendment, the provisions of the original Contract, including sovereign immunity, remain in full force and effect.

3. **Summary of Prior Amendments:** The Proprietary Software License and Maintenance Agreement dated December 1, 1989 was for AMS's Government Financial System now known as AMS Advantage Financial, certain subsystems, additional software components and all related documentation. All prior amendments either added licenses for software or deleted licenses for software to run Agency's financial and payroll computer system, and to apply maintenance fees which accompany each license.
4. **Term of the Amendment.** This Amendment shall commence on January 15, 2010 or upon the date the last required signature is affixed hereto, whichever is later, and shall remain in full force and effect through the term of the Contract, unless terminated at an earlier date pursuant to the provisions of the Contract.
5. **Payment.** Contractor has negotiated with Adobe for a one time purchase cost of Seven Thousand Dollars (\$7,000.00) for Adobe Present Central Server Pro for Agency non-production use. The current year's maintenance fees for Adobe are Four Hundred Seventy Dollars and Forty Cents (\$470.40). For the new version license of Micro Focus Cobol, there will be an increase to Agency's annual maintenance each year. For the current year's maintenance, the prorated cost is Two Thousand Six Hundred Sixty-Four Dollars and Ninety-Six Cents (\$2,664.96). Agency will pay the total amount of Ten Thousand One Hundred Thirty Five and Thirty-Six Cents (\$10,135.36) to Contractor.
6. **Responsibilities of Contractor.** The Contractor will perform all duties as set out in the original Contract, the previous nine amendments, and this Amendment.
7. **Responsibilities of Agency.** The Agency will perform all duties as set out in the original Contract, the previous nine amendments, and this Amendment.
8. **Special Provisions**

Same Terms and Conditions. With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Contract between the Agency and the Contractor, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

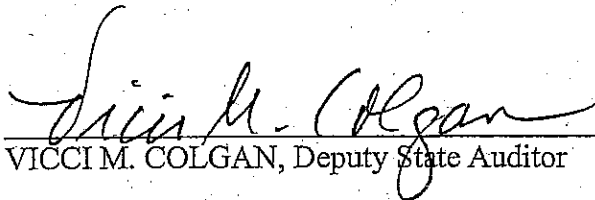
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9. **Signatures.** IN WITNESS THEREOF, the parties to this Amendment Ten to Licensing Contract through their duly authorized representatives have executed this Amendment Ten to the Contract between the Agency and the Contractor, on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment Ten as set forth herein.

This Contract is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

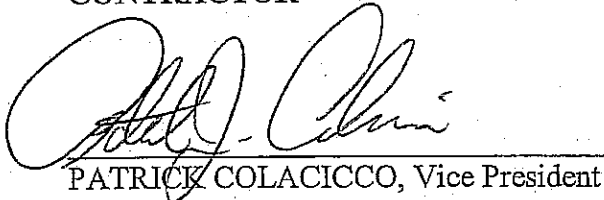
The effective date of this Amendment is the date of the signature last affixed to this page.

AGENCY


VICCI M. COLGAN, Deputy State Auditor

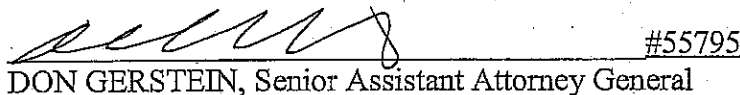
1-22-10
Date

CONTRACTOR


PATRICK COLACICCO, Vice President

1-27-10
Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM


DON GERSTEIN, Senior Assistant Attorney General

January 22, 2010
Date