

**AMENDMENT THREE TO CONTRACT FOR SOFTWARE UPGRADES
BETWEEN STATE OF WYOMING, STATE AUDITOR'S OFFICE AND CGI
TECHNOLOGIES AND SOLUTIONS INC.**

1. **Parties.** This Amendment Three 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"), whose address is 11325 Random Hills Road, Fairfax. VA 22030.
2. **Purpose of Amendment.** This Amendment shall constitute Amendment Three to the Contract between Agency and Contractor duly executed and effective January 28, 2009. The purpose of this Amendment Three is to extend the Contract expiration date from August 31, 2010 to December 31, 2010.

The original Contract provided for an upgrade of Business Objects Software Version 5 to XIR2, an upgrade of CGI/AMS Advantage Software, and implementation of the upgrades

Amendment One to the Contract changed the update and implementation version of RX02 to the implementation of RX03 (third-party software) at no additional cost.

Amendment Two to the Contract extended the expiration date from March 31, 2010 to August 31, 2010.

3. **Term of the Contract Amendment.** This Amendment Three shall commence on upon the date the last required signature is affixed hereto, which shall be no later than August 31, 2010. This Amendment Three shall remain in full force and effect through the term of the Contract as amended. The parties agree the term of this Amendment Three is through December 31, 2010, unless terminated at an earlier date pursuant to the provisions of the Contract. Each party agrees this Amendment Three may be entered into without any notice to extend to the other party.
4. **Payment.** The original Contract payment terms still apply.
5. **Special Provisions.**

Same Terms and Conditions. With the exception of items explicitly delineated above in this Amendment and previous Amendments, 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.

6. **General Provisions.**

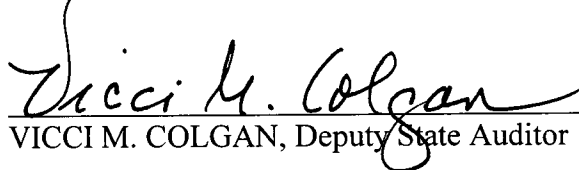
1. **Entirety of Contract.** This Amendment Three consisting of two (2) pages, the Original Contract consisting of twenty (20) pages, Amendment One consisting of three (3) pages, and Amendment Two consisting of two (2) pages, represent the entire and integrated Contract between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

7. **Signatures.** IN WITNESS THEREOF, the parties to this Amendment Three through their duly authorized representatives have executed this Amendment Three 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 Three as set forth herein.


This Amendment Three 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 Three is the date of the signature last affixed to this page.

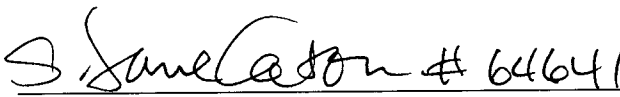
AGENCY


VICCI M. COLGAN, Deputy State Auditor 8-26-10
Date

CONTRACTOR


PATRICK COLACICCO, Vice-President 8-6-10
Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM


JANE CATON, Senior Assistant Attorney General 8-26-10
Date