

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

1. **Parties.** The parties to this Contract are 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 Contract.**

One major purpose of this Contract is for Agency to receive services from Contractor for implementation of an upgrade of Business Objects v.5 to X1R2. The upgrade is necessary because Business Objects v.5 is no longer being supported by the Business Objects software company, and has become obsolete as a portion of the third party software which CGI provides to Agency as a part of "Bundled Software" as defined in this Contract. X1R2 is vital to generation of reports and data extracts from the computer accounting system for the State.

A second major purpose of this document is for Agency to receive services for implementation of the Minor Release of AMS Advantage Software version 3.7.0.2 from version 3.5.

Implementation of this Minor Release is also required so that Agency can continue to receive regular maintenance support for AMS Advantage Software. The implementation will also be applied to all Wyoming customizations of this software.

The Minor Release services will be for both the payroll and financial accounting portions of the Agency's computer accounting system. The payroll system processes all salary payments to State agency employees, the Courts, and the legislature. The financial accounting portion of the system processes all payments to private parties who do business with the State; monthly payments to retirees; reimbursable expense payments to all members of the three branches of government; and payments to recipients of public benefits. This system processes over 1,100,000 transactions per year. This system also keeps track of revenue and expenditure data entered by State agencies for purposes of required financial reporting by the State. Agency expects that the enhanced functionality resulting from implementation will simplify use of the AMS Advantage Software for State agencies, provide more efficient services for all the entities and individuals receiving payments from the State, and result in more efficient accounting and financial reporting of State revenues and expenditures.

3. **Definitions.** Capitalized terms used in the Contract and its Exhibits will have the meanings given below or in the context in which the term is used, as the case may be.

A. "AMS Advantage Software" means the Contractor proprietary application software licensed to Agency and upon which Agency remits annual standard maintenance fees. A list of this AMS Advantage Software is set out in Exhibit A of this Contract. AMS Advantage Software also includes new or substituted proprietary software.

- B. “Bundled Software” means the third party application software licensed to Agency, and upon which Agency pays standard annual maintenance fees, as listed in Exhibit A of this Contract.
- C. “Contract” means this agreement for Services by CGI to Agency for software upgrades from Business Objects version 5 to XI R2 and from AMS Advantage Software version 3.5.1.2 to 3.7.0.2, and implementation of related Bundled Software.
- D. “Effective Date” means the date when all parties have executed this Contract and all required approvals have been granted and CGI is in receipt of the fully executed Contract.
- E. “Managed Services” means those services delivered under that certain contract entitled State of Wyoming State Auditor’s Office and CGI-AMS, Inc. Managed AMS Advantage Agreement dated June 27, 2006, and any amendments thereto.
- F. “Minor Release” means changes which enhance the Software’s functional and technical capabilities and respond to legislative or regulatory requirements without introducing a wholesale change in the Software. A Minor Release also contains corrections for Software Issues reported by licensees of the prior release.
- G. “Platinum Services” means those services delivered by Contractor under that certain contract entitled Contract for Support Services Between State of Wyoming, State Auditor’s Office and CGI Technologies and Solutions, Inc. dated November 18, 2008, and any amendments or change orders thereto.
- H. “Project Plan” means each plan to accomplish Phases 1, 2 and 3 of the Services under this Contract.
- I. “Services” means the services to be performed by Contractor under this Contract.

- 4. **Term of Contract and Required Approvals.** The term of the Contract is from the Effective Date through March 31, 2010. Before the expiration of the term, this Contract may be extended by agreement of both parties in writing, subject to the required approvals. Such agreement shall occur no fewer than thirty (30) days before the expiration of this Contract. There is no right or expectation of extension and any extension will be determined at discretion of Agency. Agency will provide thirty (30) days’ written notice to Contractor of Agency’s intent to extend or not extend this Contract. This Contract must be approved as to form by the Attorney General, approved by A&I Procurement (Wyo. Stat. § 9-1-403(b)(v)), and the Governor or his designee (Wyo. Stat. § 9-2-1016(b)(iv)).
- 5. **Payment.** The Agency agrees to pay Contractor a total amount not to exceed Five Hundred Fifty-Five Thousand Dollars (\$555,000) for Services to be provided by Contractor under this Contract. This amount is set out as a ceiling, not as guaranteed earnings for Contractor. Services will be provided at the rate of One Hundred Eighty-Five Dollars (\$185.00) per hour,

inclusive of travel and out of pocket expenses unless the parties agree to separate compensation for travel and out of pocket expenses. Hours are to be expended by CGI in accordance with the tasks set forth in the agreed upon Project Plans, and only upon prior Agency approval, at the percent complete of phase and task category level, at each weekly status meeting. Where mutually agreed to be reasonable, the CGI tasks will be performed offsite. Notwithstanding the preceding, training sessions will be provided at the rate of Three Hundred Fifty Dollars (\$350.00) per half-day per participant for classes delivered remotely and at the rate of Five Hundred Twenty-Five Dollars (\$525.00) per half-day per participant for classes delivered onsite. Training participant counts will not be limited, and participants in training sessions larger than four (4) participants will be at no additional charge. Contractor shall invoice Agency monthly for hours of Services rendered and/or for participant half-days for training classes delivered with payment terms of net thirty (30) days from receipt of invoice. Invoices will be submitted monthly detailing hours by phase, task category, and resource type and by training session identifier for the effort expended in the prior month. No payment shall be made for work performed before the Effective Date.

6. Contractor Responsibilities.

- A. Phase 1, infoAdvantage Business Objects Upgrade, from version 5 to version XI R2. Contractor will:
 - i. Create Phase 1 Project Plan in coordination with Managed Services and Platinum Services and Agency.
 - a. Managed Services and Platinum Services and payments for them are outside the scope of this Contract and are to be performed under the already existing contracts described in Sections 3E and 3G herein.
 - b. Appoint a Contractor project manager.
 - c. Coordinate with Agency project manager on Phase 1 Project Plan creation and progress as necessary, but no less frequently than weekly.
 - d. Deliverable: Within thirty (30) calendar days of Effective Date of this Contract, provide a written Phase 1 Project Plan for Agency approval. The Project Plan shall specifically include but not necessarily be limited to Contractor tasks for project planning and management, training, functional and technical support, cut-over support, implementation support, estimated amount of hours required to perform each task, Contractor resources performing the task, and expected completion dates.
 - ii. Manage the project for Contractor tasks and deliverables as set out in this Contract and in the Phase 1 Project Plan.

- a. Coordinate with Agency Project Manager on project management.
- b. Deliverables
 - (1) Participate in weekly status meeting with Agency and provide written minutes to Agency for mutual agreement on content of minutes.
 - (2) Provide weekly update via weekly status meeting to Agency project manager, including but not necessarily limited to status, duration, resources and deliverables.
- ii. Training
 - a. Conduct virtual or onsite functional, technical and security training to Agency on XI R2. The training will include new and enhanced features of version XI R2.
 - b. Deliverables for Training
 - (1) Conduct each virtual or onsite training session at a time to be mutually determined by Contractor and Agency;
 - (2) Provide a PDF copy of each training presentation for Agency review at least one calendar week before that training session.
 - (3) Provide each final presentation material as PDF files, electronic deliverable.
 - c. Contractor will, after discussion and agreement with Agency Project Manager as to any training omissions or deficiencies from CGI-delivered materials, deliver up to five (5) hours of training remediation without additional charge to Agency.
- iv. Set Up, Testing and Support
 - a. Set up functional, technical, and security configuration for new and enhanced features to be implemented, consulting with Agency on which features to implement and how those features will fit Agency business processes and customizations.
Deliverable: Contractor set up tasks are to be completed at and within a time to be set out in the Phase 1 Project Plan.
 - b. Test functional, technical and security configurations for new and enhanced features that are implemented, including their applicability to Agency business processes and customizations.

Deliverable: Contractor testing is to be completed at and within a time to be set out in the Phase 1 Project Plan.

- c. Provide functional, technical, and security support to Agency, such support to be further set out in the Phase 1 Project Plan.

Deliverable: Contractor tasks to be completed at and within a time to be set out in the Phase 1 Project Plan.

- d. Provide implementation and cut-over support from production in Business Objects version 5 to version XI R2 as requested by Agency and as specifically set out in the Phase 1 Project Plan.

Deliverable: Contractor tasks to be completed at and within a time to be set out in the Phase 1 Project Plan.

- v. Provide a team of personnel who are sufficiently skilled to perform the Services under this Contract and have expertise, as a whole, in functional, technical and security matters for AMS Advantage Software, Business Objects version 5 and XI R2, and familiarity with Agency customizations.

B. Phase 2, AMS Advantage software Minor Release upgrade from version 3.5.1.2 to version 3.7.0.2. Contractor will:

- i. Create Phase 2 Project Plan in coordination with Managed Services and Platinum Services and Agency.

- a. Managed Services and Platinum Services and payments for them are outside the scope of this Contract and are to be performed under the already existing contracts described in Section 3E and G herein.

- b. Appoint a Contractor project manager.

- c. Coordinate with Agency project manager through Contractor project manager on Phase 2 Project Plan creation and progress as necessary, but no less frequently than weekly.

- d. Deliverable: Within thirty (30) calendar days from Agency implementation of XI R2, deliver a written Phase 2 Project Plan to Agency for approval. The Project Plan shall specifically include but not necessarily be limited to Contractor tasks for project planning and management, training, functional and technical support, cut-over support, implementation support, estimated amount of hours required to perform each task, Contractor resources performing the task, and expected completion dates.

- ii. Manage the project for Contractor tasks set out in the Phase 2 Project Plan.

- a. Coordinate with Agency project manager on project management.

b. Deliverables

- (1) Participate in weekly status meeting with Agency and provide written minutes to Agency for mutual agreement on content of minutes.
- (2) Provide weekly update via weekly status meeting to Agency project manager, including but not necessarily limited to status, duration, resources and deliverables.

iii. Training

a. Conduct virtual or onsite functional, technical and security training to Agency on version 3.7.0.2. The training will include new and enhanced features of version 3.7.0.2.

b. Deliverables

- (1) Conduct each virtual or onsite training session at a time to be mutually determined by Contractor and Agency;
- (2) Provide a PDF copy of each training presentation to Agency at least one calendar week before each training session for Agency review.
- (3) Provide each final presentation material as PDF files, electronic deliverable.

c. Contractor will, after discussion and agreement with Agency Project Manager as to any training omissions or deficiencies from CGI-delivered materials, deliver up to five (5) hours of training remediation without additional charge to Agency.

iv. Set Up, Testing and Support

a. Provide functional, technical, and security support to Agency as needed for existing Agency business processes and customizations throughout Phase 2 and for ninety (90) days thereafter as requested by Agency and as further set out in the Phase 2 Project Plan.

Deliverable: Contractor tasks to be completed at and within a time to be set out in the Phase 2 Project Plan.

b. Provide implementation and cut-over support to Agency from production in AMS Advantage version 3.5.1.2 to 3.7.0.2 in Agency's financial and payroll system. Such implementation and cut-over Contractor support responsibilities will be further set out in the Phase 2 Project Plan.

Deliverable: Contractor tasks to be completed at and within a time to be set out in the Phase 2 Project Plan.

- v. Provide a team of personnel who are sufficiently skilled to perform the Services under this Contract and have expertise, as a whole, in functional, technical and security matters for AMS Advantage Software, Business Objects version 5 and XI R2, and familiarity with Agency customizations.
- C. Phase 3, Implement agreed upon new features of AMS Advantage software version 3.7.0.2 not currently in use by Agency. Contractor will:
- i. Create Phase 3 Project Plan in coordination with Managed Services and Platinum Services and Agency.
 - a. Managed Services and Platinum Services and payments for them are outside the scope of this Contract and are to be performed under the already existing contracts described in Section 3E and G herein.
 - b. Appoint a Contractor project manager.
 - c. Coordinate with Agency project manager through Contractor project manager on Phase 3 Project Plan creation and progress as necessary, but no less frequently than weekly.
 - d. Deliverable: Within thirty (30) calendar days from Agency implementation of Phase 2, deliver a written Phase 3 Project Plan to Agency for approval. The Project Plan shall specifically include but not necessarily be limited to Contractor tasks for project planning and management, training, functional and technical support, cut-over support, implementation support, estimated amount of hours required to perform each task, Contractor resources performing the task, and expected completion dates.
 - ii. Manage the project for Contractor tasks set out in the Phase 3 Project Plan.
 - a. Coordinate with Agency project manager on project management.
 - b. Deliverables
 - (1) Participate in weekly status meeting with Agency and provide written minutes to Agency for mutual agreement on content of minutes.
 - (2) Provide weekly update via weekly status meeting to Agency project manager, including status, duration, resources and deliverables.

iii. Set Up, Testing and Support

- a. Set up functional, technical, and security configurations for new or enhanced features that Agency would like consulting with Agency on how those features will fit Agency business processes and customizations. Contractor set up tasks are to be completed at and within a time to be set out in the Phase 3 Project Plan.

Deliverable: Contractor tasks to be completed at and within a time to be set out in the Phase 3 Project Plan.

- b. Test functional, technical, and security configurations for new or enhanced features that Agency would like and applicability to Agency business processes. Contractor testing is to be completed at and within a time to be set out in the Phase 3 Project Plan.

Deliverable: Contractor tasks to be completed at and within a time to be set out in the Phase 3 Project Plan.

- c. Provide functional, technical, and security support to Agency throughout Phase 3 and for ninety (90) days thereafter as requested by Agency and as further set out in the Phase 3 Project Plan.

Deliverable: Contractor tasks to be completed at and within a time to be set out in the Phase 3 Project Plan.

- d. Provide implementation support to Agency for new or enhanced 3.7.0.2 functionality implemented in Phase 3 in Agency's financial and payroll system. Such implementation and cut-over Contractor support responsibilities will be further set out in the Phase 3 Project Plan.

Deliverable: Contractor tasks to be completed at and within a time to be set out in the Phase 3 Project Plan.

- v. Provide a team of personnel who are sufficiently skilled to perform the Services under this Contract and have expertise, as a whole, in functional, technical and security matters for AMS Advantage Software, Business Objects version 5 and XI R2, and familiarity with Agency customizations.

7. Agency Responsibilities. The Agency shall:

- A. Provide an Agency project manager for this Contract.
- B. Perform Agency acceptance testing prior to production implementation for each of Phases 1, 2, and 3.

- C. Provide timely payment after receipt of Contractor invoices, or promptly notify Contractor in the event of a question or dispute about the invoice.
- D. Pay interest on late payments as set out in W.S. 16-6-602.
- E. Arrange for Contractor to have reasonable access to Agency's facilities and systems if necessary for Contractor to perform its responsibilities under this Contract.

8. General Provisions.

- A. **Amendments.** Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by authorized representatives of all parties to this Contract. Requests for changes in the scope of Services, or related to a change or delay in Agency's meeting its responsibilities under this Contract, will be submitted to the other party in writing for consideration of feasibility and the likely effect on the cost and schedule for performance of the Services. The parties will mutually agree upon any proposed changes, including resulting equitable adjustments to costs and schedules for the performance of the Services. The agreed changes will be documented in one or more amendments to the Contract.

This Contract is entered into under the assumption that the parties to this Contract also have an existing contract for Platinum Services. Changes to the contract for Platinum Services may require an amendment to this Contract.

- B. **Americans with Disabilities Act.** Contractor shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, et seq., and any properly promulgated rules and regulations related thereto.
- C. **Applicable Law/Venue.** The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this contract and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- D. **Sovereign Immunity.** The parties intend and agree that the State of Wyoming and the Agency do not waive sovereign immunity by entering into this Contract, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other law.
- E. **Assignment/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation, without the prior written permission of the Agency.

- F. Audit/Access to Records.** The Agency and any of its representatives shall have access to any books, documents, papers, and records of the Contractor which are pertinent to this Contract. The Contractor shall, within five (5) business days, upon receiving written instruction from Agency, provide to any independent auditor, accountant, or accounting firm, all books, documents, papers and records of the Contractor which are pertinent to this Contract. To the extent it is necessary to conduct such audit at Contractor facilities the parties will schedule the audit at a mutually agreeable time so as not to unduly disrupt Contractor's operations, but in no event more than ten (10) business days from Agency's written request. The Contractor shall cooperate fully with any such independent auditor, accountant, or accounting firm, during the entire course of any audit authorized by the State or Agency.
- G. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the Services performed by the Contractor, the Contract may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Contractor in writing at the earliest possible time of the Services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Agency to terminate this Contract to acquire similar services from another party.
- H. Award of Related Contracts.** The Agency may undertake or award supplemental or successor contracts for work related to this Contract. The Contractor shall reasonably cooperate with other contractors and the Agency in every reasonable way in all such cases.
- I. Compliance with Laws.** The Contractor shall comply with all applicable federal, state and local laws and regulations in the performance of this Contract.
- J. Confidential Information.** "Confidential Information" means information belonging to or in the possession of a party which is confidential or a trade secret and is furnished or disclosed to the other party under the Contract (including information exchanged in contemplation of entering into the Contract): (i) in tangible form and marked or designated in writing in a manner to indicate it is confidential or a trade secret; or (ii) in intangible form and identified as confidential or a trade secret in a writing provided by the disclosing party to the receiving party within thirty (30) business days after disclosure.

"Confidential Information" does not include any information that, as evidenced by a writing: (i) is already known to the receiving party without restrictions at the time of its disclosure by the furnishing party; (ii) after its disclosure by the furnishing party, is made known to the receiving party without restrictions by a third party having the right

to do so; (iii) is or becomes publicly known without violation of the Contract; or (iv) is independently developed by the receiving party without reference to the furnishing party's Confidential Information.

Confidential Information will remain the property of the furnishing party, and the receiving party will not be deemed by virtue of the Contract or any access to the furnishing party's Confidential Information to have acquired any right, title or interest in or to the Confidential Information, except to the extent Confidential Information constitutes Software in which case such rights will continue to be governed by the applicable license agreement between Contractor and Agency. The receiving party agrees: (i) to hold the furnishing party's Confidential Information in strict confidence affording the furnishing party's Confidential Information at least the same level of protection against unauthorized disclosure or use as the receiving party normally uses to protect its own information of a similar character, but in no event less than reasonable care; (ii) to limit disclosure of the furnishing party's Confidential Information to personnel furnished by the receiving party to perform its obligations or otherwise having a need to know the information for the purposes of the Contract; (iii) not to disclose any such Confidential Information to any third party; (iv) to use the furnishing party's Confidential Information solely and exclusively in accordance with the terms of the Contract in order to carry out its obligations and exercise its rights under the Contract; and (v) to notify the furnishing party promptly of any unauthorized use or disclosure of the furnishing party's Confidential Information and cooperate with and assist the furnishing party in every reasonable way to stop or minimize such unauthorized use or disclosure. If the receiving party receives a subpoena or other valid administrative or judicial notice requesting the disclosure of the furnishing party's Confidential Information, the receiving party will promptly notify the furnishing party. Subject to its obligations stated in the preceding sentence, the receiving party may comply with any binding subpoena or other process to the extent required by law, but will in doing so make reasonable effort to secure confidential treatment of any materials disclosed. If Agency receives a request under any applicable public records act, including the Wyoming Public Records Act (Wyo.Stat. § 16-4-201 et seq.), the provisions concerning disclosure in the acts shall prevail over the terms of this Contract. If Agency receives any request for cooperation or provision of information by any civil or criminal law enforcement agency, or legislative committee, or other State Agency, Agency shall comply with any such request at Agency's discretion. In addition, if Contractor marks a document as confidential and/or proprietary when those materials are public records under any applicable law, the documents will not be considered confidential by Agency and will be subject to disclosure at Agency's discretion. Existing custom modifications and any other modifications paid for by Agency are confidential.

Upon termination or expiration of this Contract, the receiving party, at the furnishing party's option, will return or destroy all Confidential Information of the furnishing party provided under this Contract; provided, however, that (i) Contractor may keep an archival copy of Confidential Information that could be reasonably required by

Contractor to fulfill or demonstrate that it has met its obligations under this Contract, and (ii) Agency shall not be obligated to return any Confidential Information included in Software separately licensed to Agency, except as set forth in Section 8.N(iv) herein.

Each party agrees that if a court of competent jurisdiction determines that the receiving party has breached, or attempted or threatened to breach, any of its confidentiality obligations to the furnishing party, the furnishing party will be entitled to seek appropriate injunctive relief restraining further attempted or threatened breaches of such obligations.

- K. Entirety of Contract.** This Contract and its Exhibit, consisting of twenty (20) pages represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- L. Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be initiated by the Agency, and shall be effective only after it is reduced to writing and executed by all parties to the Contract. Any agreement to extend this Contract shall include, but not necessarily be limited to: an unambiguous identification of the contract being extended; the term of the extension; the amount of any payment to be made during the extension, or a statement that no payment will be made during the extension; a statement that all terms and conditions of the original contract shall, unless explicitly delineated in the exception, remain as they were in the original contract; and, if the duties of either party will be different during the extension than they were under the original contract, a detailed description of those duties.
- M. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of a Force Majeure event. For purpose of this Contract, "Force Majeure" means causes beyond the control and without the fault or negligence of the nonperforming party. Such causes are those which either party could have not reasonably foreseen or prevented by reasonable precautions, such as the acts of God or the public enemy, acts of war, fires, floods, epidemics, quarantine restrictions, freight embargoes, failures or fluctuations in electrical power, heat, light, air conditioning or telecommunication equipment, unusually severe weather, and other similar events. Force Majeure shall specifically exclude a failure to perform by Contractor's subcontractor(s) or third party software provider(s), except to the extent such failure is due to causes beyond the control and without the fault or negligence of such subcontractor or third party software provider. This provision shall become effective only if the party failing to perform notifies the other party as soon as practicable of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- N. Indemnification.** The Contractor shall indemnify, defend, protect, and hold harmless the State of Wyoming, the Agency and all of their officers, agents, and employees from:

- i. Any causes of action or claims or demands arising out of the death, injury to persons or damage to tangible property caused by the negligence or willful misconduct of Contractor.
- ii. Any failure of the Contractor, its officers, employees or subcontractors to observe applicable federal or state laws, such as labor laws and minimum wage laws.
- iii. Contractor warrants that the Services solely performed under this Contract will not infringe any third party copyrights, patents or trade secrets that arise or are enforceable under the laws of the United States of America.
- iv. If a third party brings an action against Agency making allegations that, if true, would constitute a breach of this warranty, then Contractor will, at its own expense and subject to the provisions set forth herein, defend, indemnify and hold Agency harmless in such proceeding, and Contractor will pay all settlements, costs, damages and legal fees finally awarded. Contractor is not responsible for any claimed breaches of the foregoing warranties caused by:
(a) modifications made to the Services by anyone other than Contractor and its subcontractors working at Contractor's direction; (b) the combination, operation or use of the Services with any items that Contractor did not supply;
(c) Agency's failure to use any new or corrected versions of the Services made available by Contractor at no additional cost; or (d) Contractor's adherence to Agency's specifications or instructions.

If such a proceeding is brought or appears to Contractor to be likely to be brought, Contractor may, at its sole option and expense, either obtain the right for Agency to continue using the allegedly infringing item(s) or replace or modify the item(s) provided solely under this Contract to resolve such proceeding. If Contractor finds that neither of these alternatives is available to it on commercially reasonable terms, Contractor may require Agency to return the allegedly infringing item(s), in which case Agency will receive a refund of the amounts paid by it for the returned item(s), less an adjustment for depreciation of the returned item(s) to the extent such adjustment is reasonably agreed to by the Agency.

- v. Contractor's indemnification obligations specified herein are conditioned upon the Agency promptly notifying the Contractor in writing of the proceeding, providing Contractor a copy of all notices received by the Agency with respect to the proceeding, cooperating with the Contractor in defending or settling the proceeding, and allowing the Contractor to control the defense and settlement of the proceeding, including the selection of attorneys; provided, however, that any settlement involving any admission of or acceptance of responsibility for wrong doing or imposing a financial obligation on the Agency will require the prior consent of the Agency. The Agency may observe the proceeding and confer with Contractor at its own expense.

vi. This 8.N states Contractor's entire obligation to Agency and Agency's sole remedy with respect to any claim of infringement under this Contract.

- O. Independent Contractor.** Contractor shall function as an independent contractor for the purposes of this Contract, and shall not be considered an employee of the State of Wyoming for any purpose. Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing Contractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or Agency, or to incur any obligation of any kind on the behalf of the State of Wyoming or Agency. Contractor agrees that no health/hospitalization benefits, worker compensation and/or similar benefits available to State of Wyoming employees will inure to the benefit of Contractor or Contractor's agents and/or employees as a result of this Contract.
- P. Kickbacks.** Contractor warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If Contractor breaches or violates this warranty, Agency may, at its discretion, terminate this Contract without liability to Agency, or deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- Q. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail, facsimile, e-mail, or delivery in person. Those parties and addresses are:

To Agency:

For legal issues or matters

Vicci M. Colgan
Deputy State Auditor
State Capitol, Room 114
200 West 24th Street
Cheyenne WY 82002
(307) 777-7831

Attorney General
State Capitol, Room 123
200 West 24th Street
Cheyenne WY 82002
(307) 777-7841

For fiscal or other issues:

Carolyn Teter
Chief Administrative Officer
State Capital, Room 114
Cheyenne, Wyoming 82002
307-777-7831

For functional or technical issues:

Jeanette Beman
Technology Manager
State Capitol, Room 114
200 West 24th Street
Cheyenne WY 82002
(307) 777-7831

To Contractor:

For legal issues or matters:

Office of General Counsel
CGI Technologies and Solutions Inc.
11325 Random Hills Road, Suite 800
Fairfax, VA 22030
(703) 267-8000

For all other issues

Mr. Patrick Colacicco
Vice President
CGI Technologies and Solutions Inc.
11325 Random Hills Road, Suite 800
Fairfax, VA 22030
(703) 267-8943

- R. Notice and Approval of Proposed Sale or Transfer of the Contractor.** Contractor shall provide Agency with the earliest possible advance notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of Contractor. Such notice shall be provided in accordance with the notice provision of this Contract. If Agency determines that the proposed merger, consolidation, sale or transfer of assets is not consistent with the continued satisfactory performance of Contractor's obligations under this Contract, then the Agency may, at its option, terminate or renegotiate the Contract.
- S. Ownership of Documents/Work Product.** Contractor and its licensors will retain all

its rights, title and interest in and to the Software, its documentation, and any modifications, enhancements or derivatives thereof as governed by the applicable license agreement between Contractor and Agency. Contractor will own all intellectual property rights, title and interest in and to all work products developed by it solely under the Contract. Subject to payment in full by Agency of all undisputed amounts owed to Contractor under the Contract, Contractor grants to Agency an irrevocable, nonexclusive, royalty-free right and license to use, execute, reproduce, modify and create derivative works from such work products for Agency's own internal use. All documents, reports, records, materials, and data of any kind provided by Agency under this Contract remain at all times the property of Agency, and Agency grants to Contractor a non-exclusive, royalty-free right and license to use such materials for purposes of providing Services to Agency hereunder.

T. Warranties.

- i. Contractor warrants that it will perform Services under this Contract in a good and workmanlike manner.
- ii. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR OTHER WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

U. Prior Approval. This Contract shall not be binding upon either party, no Services shall be performed under the terms of this Contract, and the Wyoming State Auditor shall not draw warrants for payment on this Contract, until this Contract has been reduced to writing, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming or his designee if required by Wyo. Stat. § 9-2-1016(b)(iv)(D).

V. Publicity. Any publicity given to the Services provided to Agency herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Contractor shall not be released without prior written approval from Agency. Notwithstanding the preceding, use of Agency's name on a client list or user group list shall not be included in this restriction.

W. Severability. Should any portion of this contract be judicially determined to be illegal or unenforceable, the remainder of the contract shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

X. Taxes. Contractor shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.

Y. Termination. (i) Termination for Convenience: Agency may terminate without cause upon sixty (60) days written notice to Contractor. (ii) Termination for Cause: If a party

believes that the other party has failed to perform a fundamental obligation under this Contract, then that party may provide written notice directed to the breaching party describing the alleged breach in reasonable detail. If the breaching party does not (i) within thirty (30) days after receiving such written notice cure the breach; or (ii) develop a mutually agreeable plan to cure the breach if the breach is not one that can reasonably be cured within thirty (30) days, then the non-breaching party may terminate the Contract, in whole or in part, for cause by providing written notice to the breaching party.

Z. Effect of Termination.

Contractor will be paid for Services rendered through the effective date of termination to the extent such Services were performed in accordance with the Contract.

AA. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract.

BB. Titles Not Controlling. Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.

CC. Waiver. The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.

DD. Limitation of Liability. If Agency should become entitled to claim damages from Contractor under this Contract for any reason (including without limitation, for breach of contract, breach of warranty, negligence or other tort claim), Contractor will be liable only for the amount of Agency's actual direct damages up to the amount that Agency paid Contractor for the items or Services that are the subject of the claim. In no event, however, will Contractor be liable to Agency (in the aggregate for all claims made with respect to the Contract) for more than the amount paid by Agency to Contractor for the particular Services giving rise to the claim. Under this Contract, Contractor will not be liable for: (i) any damages arising out of or related to the failure of Agency or its suppliers to perform their responsibilities under this Contract (ii) any claims or demands of third parties (other than those claims covered by Section 8.N or (iii) any lost profits, lost savings or other consequential, special, indirect, exemplary or punitive damages, even if Contractor has been advised of the possibility of such damages. The limits set forth in this Section 8.DD shall not apply to Contractor's obligations under Section 8T. For breach of warranties set out in Section 8T, Agency may choose whether to pursue money damages sufficient to have the work performed satisfactorily by Agency or have Contractor re-perform the work at no extra compensation.

EE. Informal Dispute Resolution. Without limiting any other remedy available under this Contract, and without any limitation of the State's and Agency's reservation of sovereign

immunity, at the written request of either party, the parties will attempt to resolve any dispute arising under or relating to the Contract through the informal means described in this Section. Each party will appoint a senior management representative who does not devote substantially all of his or her time to performance under the Contract. The representatives will negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. Formal proceedings for the resolution of the dispute may not be commenced until the earlier of: (i) the designated representatives conclude that resolution through continued negotiation does not appear likely; or (ii) thirty (30) calendar days have passed since the initial request to negotiate the dispute was made; provided, however, that a party may file earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or to apply for interim or equitable relief.

FF. Waiver of Jury Trial. The parties waive all right to a jury trial with respect to any and all issues in any action or proceeding arising out of or related to this Contract. It is explicitly agreed, however, that this clause does not apply to third party claims as set out in the Indemnification Section of this Contract.

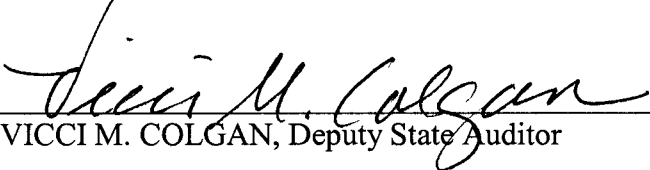
GG. Insurance.

- (i) The Contractor shall maintain in full force and effect Comprehensive General Liability (including non-owned automobile Liability) insurance in the minimum limit set forth below, naming Agency as additional insured. Before commencing work, the Contractor shall furnish Agency with Certificates of Insurance showing that the following insurance is in force:
 - a. Worker Compensation, in accordance with State Worker Compensation law.
 - b. Comprehensive General Liability with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.
 - c. Professional Liability of not less than \$1,000,000.00 per occurrence.
 - d. Comprehensive Automobile Liability Insurance on owned and non-owned vehicles for a combined single limit for bodily injury and property damage of not less than \$500,000.00 per occurrence.
- (ii) All policies required under this Contract shall be in effect for the duration of this Contract and project. All policies shall be primary and not contributory.

HH. Finder's Fee. No finder's fee, employment agency fee, or other such fee related to the procurement of this contract shall be paid to either party.

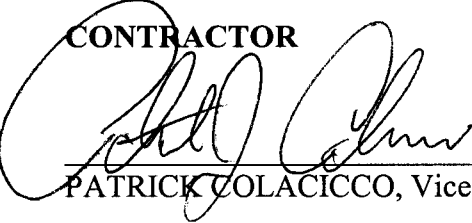
9. **Signatures.** In witness thereof, the parties to this Contract, either personally or through their duly authorized representatives, have executed this **Contract on** the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract. The Effective Date of this Contract is the date of the signature last affixed to this page and in accordance with Section 3.D.

AGENCY


VICCI M. COLGAN, Deputy State Auditor


1-24-09
Date

CONTRACTOR


PATRICK COLACICCO, Vice-President

1-28-09
Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM

 #27844
DON GERSTEIN, Senior Assistant Attorney General

1/23/09
Date

EXHIBIT A– List of Software

1. AMS Advantage® Financial Management System including the following modules:
 - a. Financial Management Base System
 - b. Asset Management

2. AMS Advantage Procurement System including the following modules:
 - a. Professional
 - b. Vendor

3. AMS Advantage Human Resource Management System including the following modules:
 - a. Human Resources
 - b. Time and Attendance
 - c. Payroll Management
 - d. Payroll Accounting Management
 - e. Position Control
 - f. Employee Self Service

4. AMS infoAdvantage

5. Bundled Software Products
 - a. Adobe Present Central Pro
 - b. Adobe Present Output Designer
 - c. Adobe RoboHelp® Office
 - d. Pervasive® Data Integrator Pro Developer™
 - e. Pervasive Data Integrator Pro Engine™
 - f. 1099 Convey
 - g. Business Objects
 - h. Versata Logic Server
 - i. Versata Designer Studio
 - j. IBM WebSphere
 - k. IRI CoSort
 - l. Micro Focus Server Express (AIX)
 - m. Micro Focus Application Server for Net Express (AIX)
 - n. OctoTools