

**AMENDMENT NUMBER ONE TO CONTRACT BETWEEN STATE OF
WYOMING, STATE AUDITOR'S OFFICE AND CGI TECHNOLOGIES AND
SOLUTIONS INC.**

1. **Parties.** This Amendment One 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 the first amendment to the Contract between the Agency and the Contractor which was duly executed, and became effective on January 28, 2009. The purpose of this amendment is to change the implementation version of RX 02 to the implementation of version RX 03.

The original Contract provided for an upgrade of Business Objects Software Version 5 to X1R2, and implementation of XIR2. During the preliminary steps of the upgrade implementation to X1R2, CGI has determined that an upgrade implementation to X1R3 instead of to X1R2 can be provided to the State Auditor's Office, with no increase in cost.

3. **Term of the Amendment.** This Amendment shall commence on March 11, 2009 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.

4. **Payment.** The original Contract payment terms still apply.

5. **Substituted Responsibilities of Contractor.** The Contractor will perform all duties as set out in the original Contract, except that all references to X1R2 shall now mean X1R3.

6. **Substituted Responsibilities of Agency.** The Agency will perform all duties as set out in the original Contract, except that all references to X1R2 shall now mean X1R3.

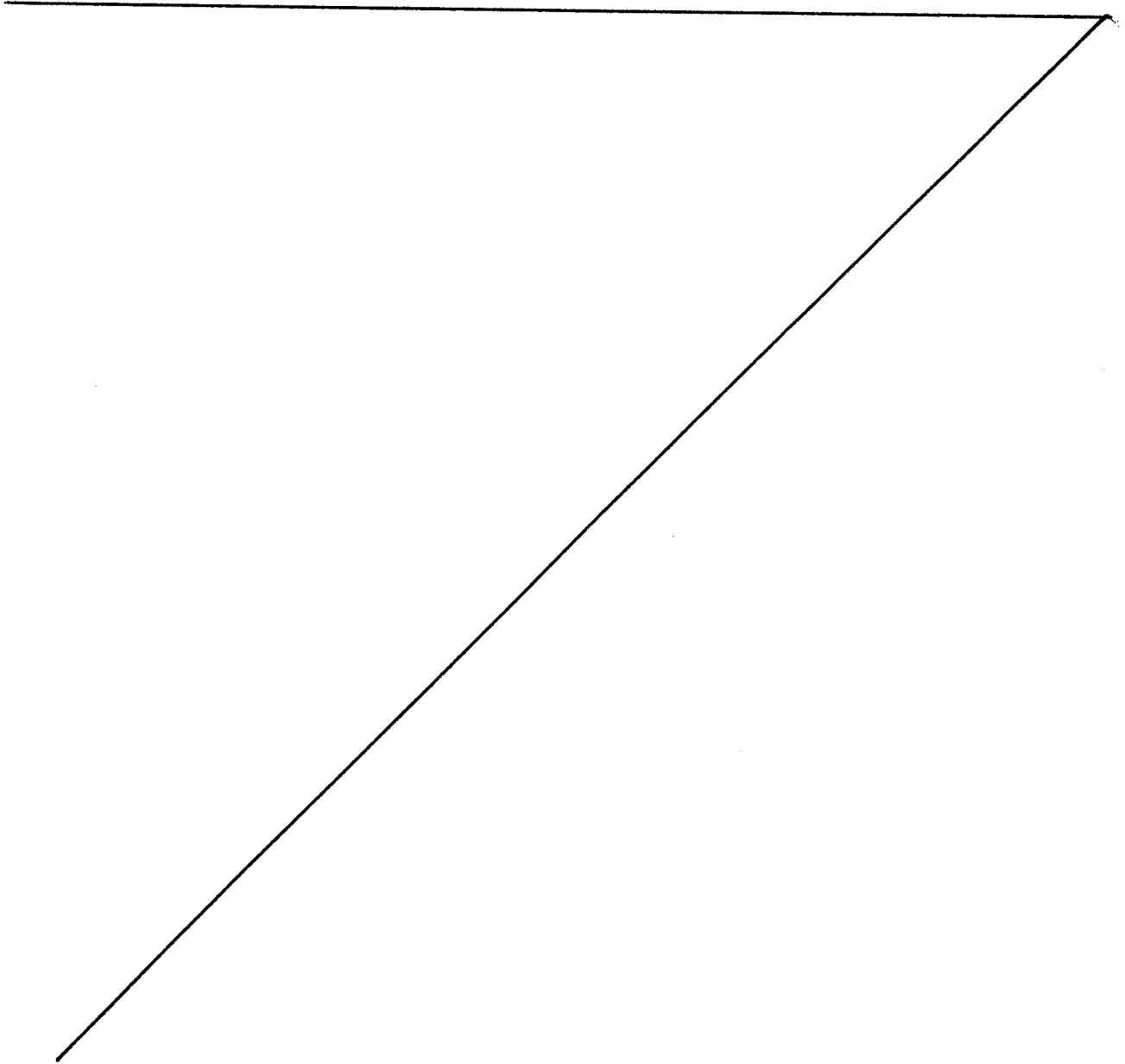
7. **Special Provisions**

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.

8. **General Provisions**

- A. **Entirety of Contract.** This Amendment One, consisting of three (3) pages, and the Original Contract 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.

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9. **Signatures.** IN WITNESS THEREOF, the parties to this Amendment through their duly authorized representatives have executed this Amendment One 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 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.

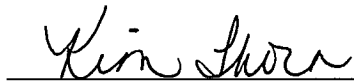
AGENCY



VICCI M. COLGAN, Deputy State Auditor

3.13.09
Date

CONTRACTOR



KIM THORN, Director

3.11.09
Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM

 # 28616

DON GERSTEIN, Senior Assistant Attorney General

3/13/09
Date