

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

1. **Parties.** This Amendment Four 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 Four to the Contract between Agency and Contractor duly executed and effective January 28, 2009. The purpose of this Amendment Four is to extend the Contract expiration date from December 31, 2010 to December 30, 2011.

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.

Amendment Three to the Contract extended the expiration date from August 31, 2010 to December 31, 2010.

3. **Term of the Contract Amendment.** This Amendment Four shall commence on the date the last required signature is affixed hereto, which shall be no later than December 31, 2010. This Amendment Four shall remain in full force and effect through the term of the Contract as amended. The parties agree the term of this Amendment Four is through December 30, 2011, unless terminated at an earlier date pursuant to the provisions of the Contract. Each party agrees this Amendment Four 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 Four 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.**

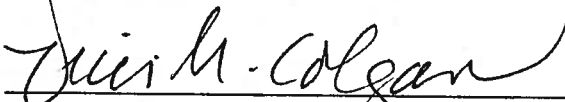
1. **Entirety of Contract.** This Amendment Four consisting of two (2) pages, the original Contract consisting of twenty (20) pages, Amendment One consisting of three (3) pages, Amendment Two consisting of two (2) pages, and Amendment Three consisting of two (2) pages, represent the entire and integrated 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 Four through their duly authorized representatives have executed this Amendment Four 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 Four as set out herein.

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

AGENCY


VICCI M. COLGAN, Deputy State Auditor

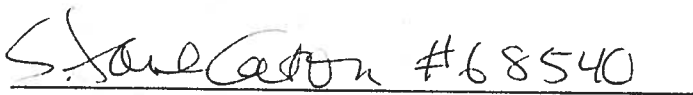
12-17-2010
Date

CONTRACTOR


DANIEL A. KEENE, Vice-President

12-17-2010
Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM


S. JANE CATON, Senior Assistant Attorney General

12-15-10
Date