



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: 08/15/2016

or Procurement Director Award

Contractor/Vendor Name (DBA): CGI Technologies and Solutions Inc.

Project Title/Description:

Proprietary Software Maintenance for Enterprise Resource Planning (ERP) System.

Purpose:

Amendment of Award: Master Agreement No. MA-PO-12-374, Amendment No. 6, to provide additional maintenance for Years Seven (7) through Ten (10) due to a change in software products, and to increase the award amount by \$121,890.80 to a cumulative contract amount of \$6,818,044.30 during the existing term.

Administering Department: Information Technology.

Procurement Method:

Pursuant to Pima County Procurement Code 11.12.020, Competitive Sealed Proposal, Solicitation No. 0901706 was conducted. This software maintenance services contract was awarded by the Board of Supervisors to CGI Technologies and Solutions, Inc. on 01/12/2010 for \$6,569,537.00. Two other contracts were awarded from the same solicitation: one for software acquisition and one for system implementation services.

Amendment 1 (07/21/2010): Increased award amount by \$114,220.00 for maintenance on additional Pervasive Data Integrator licenses.

Amendment 2 (06/30/2011): Increased award amount by \$350,837.00 for maintenance on additional COBOL, Versala, and IBM Maximo licenses and for the removal of maintenance on certain other IBM Maximo licenses.

Amendment 3 (07/10/2012): Decreased award amount by \$867,728.00 for decreased maintenance due to the removal of the Human Resource Management System software modules.

Amendment 4 (02/05/2013) Increased award amount by \$95,495.00 for maintenance on the increased quantity of IBM Maximo licenses.

Amendment 5 (10/10/2014) Increased award amount by \$433,792.50 for maintenance on an increase in the quantity of licensed software and the replacement of some bundled software.

This Amendment, No. 6, is required to provide for Years Seven (7) through Ten (10) with the addition and/or upgrade of software products purchased on a separate contract and identified in the Detailed Software Product & Maintenance Fee Schedule; to document the changes in the maintenance fee schedule due to the upgrade of previously purchased software and the acquisition of additional software; and to document some maintenance fees were paid under Contract No. MA B507308. The four years' maintenance cost increases total contract amount by \$121,890.80. The new cumulative award amount is \$6,818,044.30.

Note: The attached MA-PO-12-374 document reflects a "NTE Amount" of \$5,701,265.80. \$1,116,778.50 was expended in a prior financial system, which accounts for a cumulative award amount of \$6,818,044.30.

Attachments: Master Agreement and Amendment No. Six (6).

Program Goals/Predicted Outcomes:

ERP version will be upgraded to within two releases of the current vendor released software. The upgrades will remove unsupported components, provide better and more granular project tracking, improve budgeting process, improve AMS & Maximo interface, clarify the amount of and type of training and replace Adobe Central Pro Licensing/Forms with BIRT/JBoss.

To: CVB - 8-10-16 (1)
Pgs. - 8 Addendum

Public Benefit:

Enhanced functionality, training, forms and system integration to improve budgeting and expense tracking and transparency, forms maintenance, staff efficiency and productivity.

Metrics Available to Measure Performance:

Over 300 additional standard reports and improved functionality will improve the budgeting processes.

Retroactive:

No

Original Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Effective Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$ _____ Revenue Amount: \$ _____

Funding Source(s): _____

Cost to Pima County General Fund: \$ _____

Contract is fully or partially funded with Federal Funds? Yes No Not Applicable to Grant Awards

Were insurance or indemnity clauses modified? Yes No Not Applicable to Grant Awards

Vendor is using a Social Security Number? Yes No Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 12-374

Amendment No.: 6 AMS Version No.: 10

Effective Date: 08/15/16 New Termination Date: _____

Expense Revenue Increase Decrease Amount This Amendment: \$ 121,890.80

Funding Source(s): General Fund

Cost to Pima County General Fund: \$ 121,890.80

Contact: Commodity Contracts Officer: Ana Wilber Ana Wilber 8/10/16

Department: Procurement May 2016 8/10/16 Telephone: 724-8166

Department Director Signature/Date: [Signature] 8/10/16

Deputy County Administrator Signature/Date: [Signature] 8-10-16

County Administrator Signature/Date: [Signature] 8/10/16
(Required for Board Agenda/Addendum Items)



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES CONTRACT EXECUTION

Master Agreement No: 12000000000000000374

MA Version: 10

Page: 1

Description: Proprietary Software Maintenance for ERP System

I S S U E R	Pima County Procurement Department
	130 W. Congress St. 3rd Fl
	Tucson AZ 85701
	Issued By: ANA WILBER
	Phone: 5207248166
	Email: ana.wilber@pima.gov

T E R M S	Initiation Date: 08-15-2016
	Expiration Date: 02-23-2020
	NTE Amount: \$5,701,265.80
	Used Amount: \$3,460,113.52

V E N D O R	CGI TECHNOLOGIES & SOLUTIONS INC	Contact: WENDY RUEHLMANN
	ATTN: KIM HOLCOMB 11325 RANDOM HILLS ROAD	Phone: 703-267-8000
	FAIRFAX VA 22030	Email:
		Terms: 0.0000 %
		Days: 30

Shipping Method:

Delivery Type: STANDARD GROUND

FOB:

Modification Reason
Additional maintenance for years seven (7) through ten (10) and increasing the award amount by \$121,890.80. Attachment: Amendment No. 6

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All Transactions and conduct are required to conform to these documents.



MASTER AGREEMENT DETAILS

Master Agreement No: 1200000000000000374

MA Version: 10

Page: 2

Line	Description					
1	Free Form Line Item					
	Service Contract Amt			Service From		Service To
	\$0.00			-		-
2	Maintenance Fee for CGI Software for Year 1					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$359124	29588		
3	Maintenance Fee for Bundled Software for Year 2					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$757654	29588		
4	Maintenance Fee for Bundled Software for Year 3					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$627945	29588		
5	Maintenance Fee for Bundled Software for Year 4					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$637936	29588		
6	Maintenance Fee for Bundled Software for Year 5					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$718915.75	29588		
7	Maintenance Fee for Bundled Software for Year 6					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$718915.75	29588		
8	Maintenance Fee for Bundled Software for Year 7					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$749388.45	29588		
9	Maintenance Fee for Bundled Software for Year 8					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$749388.45	29588		
10	Maintenance Fee for Bundled Software for Year 9					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$749388.45	29588		
11	Maintenance Fee for Bundled Software for Year 10					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$749388.45	29588		

PIMA COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY

PROJECT: PROPRIETARY SOFTWARE MAINTENANCE FOR ERP PROJECT

CGI Technologies and Solutions Inc.
11325 Random Hills Road
Fairfax, VA 22030

MASTER AGREEMENT NO.: MA 12*374
(Formerly Contract No.: 11-14-C-142783-0210)

AMENDMENT NO.: Six (#06)

CONTRACT

NO. MA-PO-12-374
AMENDMENT NO. 06

This number must appear on all invoices, correspondence and documents pertaining to this contract.

ORIG. AGREEMENT TERM: 2/24/2010-2/23/2020
TERMINATION DATE PRIOR AMENDMENT: 02/23/2020
TERMINATION THIS AMENDMENT: 02/23/2020

ORIG. AGREEMENT AMOUNT: \$6,569,537.00
PRIOR AMENDMENTS: \$ 126,616.50
AMOUNT OF THIS AMENDMENT: \$ 121,890.80
REVISED AGREEMENT AMOUNT: \$6,818,044.30

AGREEMENT AMENDMENT NO. 6

This Amendment No. 6 ("Amendment") to the Proprietary Software Maintenance Agreement dated February 24, 2010 as amended ("Agreement") by and between CGI Technologies and Solutions Inc. ("CGI") and the Pima County, Arizona ("County" or "Client") is made effective as of mutual execution by both parties ("Effective Date").

WHEREAS, COUNTY and CONTRACTOR entered into Agreement to provide support and maintenance services for CGI Advantage Software and related third party software products; and

WHEREAS, COUNTY and CONTRACTOR amended a separate Contract No. MA B507308 (Formerly 07-14-C-142785-0210) to document the upgrade of previously purchased software and the purchase of additional software including maintenance; and

WHEREAS, COUNTY and CONTRACTOR previously agreed to modify the Agreement to provide additional software products; and

WHEREAS, COUNTY and CONTRACTOR have agreed to increase the Agreement to allow for maintenance payments for additional Licensed Software and replacement Bundled Software during the existing term of the Agreement.

NOW, THEREFORE, it is agreed as follows:

1. **Governing Document**

This Amendment No. 6 is authorized pursuant to the Agreement as previously amended. Except as previously modified here, the terms and conditions of the Contract remain in full force and effect.

2. **Exhibit A**

The current "Exhibit A: CGI Technologies and Solutions, Inc. Proprietary Software Maintenance Agreement" is replaced in its entirety with the attached document identified as "Exhibit A: CGI Technologies and Solutions, Inc. Proprietary Software Maintenance Agreement Amendment No. Six (#06)". The essential changes and additions include the following:

Maintenance on the New Bundled Software

Section 7 (Bundled Software Products) of Exhibit A to the License Agreement is modified by adding the following Software to the list of existing Third Party Bundled Software:

- IBM WebSphere Application Server Network Deployment Sub-Capacity – 590 PVU
- RedHat JBoss with Management - Premium – Prod – 4-Cores
- RedHat JBoss with Management - Premium - Non Prod – 4 Cores
- Eclipse BIRT Engine – Production – 2-Cores
- Eclipse BIRT Engine - Non Production – 2-Cores
- Eclipse BIRT Engine - UAT Non Production – 2-Cores
- Pervasive Data Integration Universal Engine Production – 2 Cores
- Pervasive Data Integration Universal Engine Non Production – 2 Cores

Maintenance on Upgraded Bundled Software

Section 7 (Bundled Software Products) of Exhibit A to the License Agreement is modified by upgrading the following list of Software:

- Pervasive Data Integrator Pro Developer™ - 5 Named User Licenses (2-core)
- Pervasive Data Integrator Pro Engine™ - 1 License for UAT Non Production ETL (2 core)

Summary Maintenance Fee Schedule

This summary table illustrates the addition of five (5) annual years of maintenance and the \$136,643.61 charges for the Additional Bundled Software Maintenance for year six through year ten of the current term of this contract, ending February 23, 2020.

	CGI Maintenance	Bundled Software Maintenance	Amendment #06 - Additional Bundled Software Maintenance	Total
Year One – Paid	\$0.00	\$359,124.00	----	\$359,124.00
Year Two – Paid	\$343,612.00	\$414,042.00	----	\$757,654.00
Year Three – Paid	\$235,146.00	\$392,799.00	----	\$627,945.00
Year Four – Paid	\$235,146.00	\$402,790.00	----	\$637,936.00
Year Five - Paid	\$248,431.08	\$470,484.67	---	\$718,915.75
Year Six – Paid	\$248,431.08	\$470,484.67	\$14,752.81 ①	\$733,668.56 ②
Year Seven	\$248,431.08	\$470,484.67	\$30,472.70	\$749,388.45
Year Eight	\$248,431.08	\$470,484.67	\$30,472.70	\$749,388.45
Year Nine	\$248,431.08	\$470,484.67	\$30,472.70	\$749,388.45
Year Ten	\$248,431.08	\$470,484.67	\$30,472.70	\$749,388.45
Total	\$2,304,490.48	\$4,391,663.02	\$136,643.61 ③	\$6,832,797.11 ④

① \$14,752.81 Represents first year of additional software and maintenance fees paid under MA B507308

② \$733,668.56 for year six (6) Maintenance fees includes \$14,752.81 as a reference. Total amount paid for year six (6) by this contract is \$718,915.75

③ \$136,643.61 represents the total for additional software and maintenance costs for years six (6) - ten (10). Total increase to the contract is \$121,890.80

④ \$6,832,797.11 represents the total for software and maintenance fees. Contract requested total is \$6,818,044.30. Year six (6) maintenance costs of \$14,752.81 paid under MA B507308

Detailed Software Product & Maintenance Fee Schedule

The following table is provided to clearly illustrate the software to which the County is entitled, to identify annual and total not-to-exceed costs for the identified software products.

CGI Provided Proprietary Software & maintenance costs (Initial License fees and first years maintenance paid via B507308)

SW Description	Annual Maintenance Fee										Total	Comment
	Year 1	Year 2	Year3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10		
AMS CGI Maintenance	\$ -	\$ 343,612.00	\$ 235,146.00	\$ 235,146.00	\$ 248,431.08	\$ 248,431.08	\$ 248,431.08	\$ 248,431.08	\$ 248,431.08	\$ 248,431.08	\$ 2,304,490.48	Yrs 1-7 Paid
Bundled Software Maintenance	\$ 359,124.00	\$ 414,042.00	\$ 392,799.00	\$ 402,790.00	\$ 470,484.67	\$ 470,484.67	\$ 470,484.67	\$ 470,484.67	\$ 470,484.67	\$ 470,484.67	\$ 4,391,663.02	Yrs 1-7 Paid
IBM WebSphere Application Server Network Deployment Sub-Capacity 590 addtn'l						\$ -	\$ 15,196.70	\$ 15,196.70	\$ 15,196.70	\$ 15,196.70	\$ 60,786.81	Yr6 paid via B507308
RedHat Jboss with Management - Prod						\$ 2,803.11	\$ 2,912.89	\$ 2,912.89	\$ 2,912.89	\$ 2,912.89	\$ 14,454.67	Yr6 paid via B507309
RedHat Jboss with Management - Non Prod						\$ 2,813.13	\$ 2,912.89	\$ 2,912.89	\$ 2,912.89	\$ 2,912.89	\$ 14,464.69	Yr6 paid via B507310
Eclipse Birt Engine -Prod						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Paid from Central Pro Maint
Eclipse Birt Engine -Non Prod						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Paid from Central Pro Maint
Eclipse Birt Engine -UAT						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Paid from Central Pro Maint
Pervasive Data Integration Universal Engine - Prod						\$ 2,813.13	\$ 2,902.54	\$ 2,902.54	\$ 2,902.54	\$ 2,902.54	\$ 14,423.27	Yr6 paid via B507308
Pervasive Data Integrator Universal Engine - Non Prod						\$ 1,401.56	\$ 1,451.26	\$ 1,451.26	\$ 1,451.26	\$ 1,451.26	\$ 7,206.61	Yr6 paid via B507308
Pervasive Data Integrattor Pro Developer (5)						\$ 4,921.88	\$ 5,096.42	\$ 5,096.42	\$ 5,096.42	\$ 5,096.42	\$ 25,307.56	Yr6 paid via B507308
Pervasive Data Integrator Pro Engine						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Yr6 paid via B507308
Subtotal Additional Bungled SW Maintenance						\$ 14,752.81	\$ 30,472.70	\$ 30,472.70	\$ 30,472.70	\$ 30,472.70	\$ 136,643.61	Yr6 paid via B507308
Grand Total	\$ 359,124.00	\$ 757,654.00	\$ 627,945.00	\$ 637,936.00	\$ 718,915.75	\$ 733,668.56	\$ 749,388.45	\$ 749,388.45	\$ 749,388.45	\$ 749,388.45	\$ 6,832,797.11	Grand total

① \$14,752.81 Represents first year of additional software and maintenance fees paid under MA B507308

② \$733,668.56 for year six (6) Maintenance fees includes \$14,752.81 as a reference. Total amount paid for year six (6) by this contract is \$718,915.75

③ \$136,643.61 represents the total for additional software and maintenance costs for years six (6) - ten (10). Total increase to the contract is \$121,890.80

④ \$6,832,797.11 represents the total for software and maintenance fees. Contract requested total is \$6,818,044.30. Year six (6) maintenance costs of \$14,752.81 paid under MA B507308

IBM Websphere

Through implementation of the projects in Contact No. MA B507308, CGI will manage all agreements with its third party vendors. With respect to IBM WebSphere Programs, in the event the use of such IBM Programs in the Development Environment is not complete within twenty (20) months of County uploading them in that environment, such that following that twenty (20) month period County's use of the IBM Websphere Programs causes it to exceed the maintenance amounts, CGI (on behalf of County) will request in writing an additional extension with regard to IBM's waiver of licensing fees for such use (Production and Development) to be commensurate with the Go Live of the upgrade. Such extension must be pre-approved by IBM in writing. In the case of delay due to additional scope via a signed change order, additional licensing fees incurred will be the responsibility of Pima County.

The Twenty (20) month waiver period shall begin after the initial system installation for the Accelerate delivery. The initial system installation delivery is defined for the purposes of this contract as June 15, 2015.

The end of the 20-month waiver period is February 28, 2017 as outlined in Exhibit B.

IN WITNESS THEREOF, the parties have affixed their signatures to this Amendment on the dates written below.

COUNTY:

APPROVED

Chair, Board of Supervisors

Date

CONTRACTOR:



Signature

Timothy Lund, Vice President
Name and Title (Please Print)

August 10, 2016
Date

ATTEST:

Clerk of Board

Date

APPROVED AS TO FORM:



Tobin Rosen, Deputy County Attorney

8/10/16

Date

EXHIBIT A

**CGI TECHNOLOGIES AND SOLUTIONS INC.
Proprietary Software Maintenance Agreement
Amendment No. Six (#06)**

1. **Maintenance Period.** The initial Maintenance Period is the period beginning on the execution date of this Agreement and will continue for twelve (12) months. The County will receive applicable upgrades during that time. The maintenance after the initial Maintenance Period will automatically continue until February 23, 2020. Thereafter, renewals will not be automatic and must be mutually agreed to by both Parties.
2. **Maintenance Fee.** The maintenance fee for the Advantage Products for the initial twelve (12) month period is at no charge; however there is a maintenance fee for Bundled Software Products, as noted below. The maintenance fees for the balance of time through Year 10 is 22% of the License Fee as stated in the License Agreement and calculated in the below schedule. Pricing after Year 10 will be established per Exhibit B.2, Price Protection.

Annual Maintenance fees will remain unchanged for ten (10) years unless the License Fee changes are due to a change in the number of licenses purchased. Each year's maintenance fees are due and payable annually in advance.

	CGI Maintenance	Bundled Software Maintenance	Amendment 6 - Additional Bundled Software Maintenance	Total
Year One – Paid	\$0.00	\$359,124.00	---	\$359,124.00
Year Two – Paid	\$343,612.00	\$414,042.00	---	\$757,654.00
Year Three – Paid	\$235,146.00	\$392,799.00	---	\$627,945.00
Year Four – Paid	\$235,146.00	\$402,790.00	---	\$637,936.00
Year Five - Paid	\$248,431.08	\$470,484.67	---	\$718,915.75
Year Six – Paid	\$248,431.08	\$470,484.67	\$14,752.81	\$733,668.56
Year Seven	\$248,431.08	\$470,484.67	\$30,472.70	\$749,338.45
Year Eight	\$248,431.08	\$470,484.67	\$30,472.70	\$749,338.45
Year Nine	\$248,431.08	\$470,484.67	\$30,472.70	\$749,338.45
Year Ten	\$248,431.08	\$470,484.67	\$30,472.70	\$749,338.45
Total	\$2,304,490.48	\$4,391,663.02	\$136,643.62	\$6,832,797.12

CGI will support the current release and two previous minor releases. In the event that the County does not upgrade to a supported release before support for their release is withdrawn, and the County has a current Maintenance agreement, CGI will respond to incident reports however, CGI reserves the right to either charge an additional amount over and above the annual support fee to provide support services for otherwise unsupported released. In the event County does not have a Maintenance Agreement in place, support will be provided at then current hourly rates.

Out of scope maintenance services will be changed in accordance with the following rates during the first three (3) Maintenance Periods, and thereafter subject to the provisions for price protection under Exhibit B:

Labor Category	Hourly Rate
Project Manager	\$200
Subject Matter Expert	\$185
Technical /Functional Expert	\$185
Work Order Lead	\$235

3. **Software.** The maintenance services under this Agreement are provided with respect to the Software licensed to the County under Exhibit A of the Proprietary Software License Agreement dated as of February 24, 2010, as amended. The County has chosen to discontinue maintenance on the following

products. Therefore, these products will not be eligible for standard maintenance, patches or upgrades. If, at a later date, the County chooses to reinstate these products under maintenance or for an upgrade, CGI may charge back maintenance or a new license fee, whichever is less. Maintenance services do not include the following Software and Bundled Software Products:

Licensed Software – maintenance services cancelled April 2012
CGI Advantage Human Resource Management Base System including the following modules:
Personnel Administration
Benefit Administration
Applicant Tracking
Training
Employee Relations
Leave Management
Time and Attendance
Payroll
CGI Employee Self-Service

Bundled Software Products – maintenance services cancelled:
IBM Maximo® Internal Service Providers Install License (5 User) – maintenance services cancelled October 2014
IBM Maximo® Internal Service Providers Authorized User License (100 Users) – maintenance services canceled October 2014
IBM Maximo® Asset Management Self Service Requestor Authorized User License (650 Users) – IBM no longer provides maintenance services as of October 2014
IBM Maximo® Asset Management Desktop Requisitioner Authorized User License (20 Users) – maintenance services canceled October 2014

4. **License Agreement.** The Software was provided to County pursuant to the terms and conditions of that certain Proprietary Software License Agreement between CGI and County made effective as of February 24, 2010, as amended. In the event CGI ceases to operate in the ordinary course of business, County will be granted a limited license to access and use the CGI Software source code, installed within Licensee's operational environment and/or access to sources code for any uninstalled releases, and consistent with the terms of the License Agreement. Access and use of the CGI source code prior to this release event is prohibited.

CGI agrees during the Maintenance Period, that should an escrow release event occur related to a Bundled Software Product, CGI will obtain the source code through the applicable escrow arrangement in order to continue to provide support to the County. CGI will provide a copy of the escrow agreement to County. If CGI is unable to obtain source code from any Bundled Software Product vendor (including IBM) for any reason, CGI shall, at no additional cost to the County, provide the County with substitute Bundled Software Product (subject to a license granting the County and Licensor rights equivalent to those granted under the substituted Bundled Software Product License Agreement, and including ongoing maintenance) that is the functional equivalent of the Bundled Software that has become unavailable or is unsupported due to an escrow release event. The cost of the Implementations of the substitute Bundled Software Product would be the responsibility of the County.

Agreed to and initialed for identification by:

(County)



(CGI)

EXHIBIT B
IBM ASL Software Agreement

OEM Agreement Number: 4903S11266

**IBM ASL Software Agreement: 4903S11266
Amendment 05 to Transaction Document: 22**

This Amendment (Amendment) to the IBM ASL Software Agreement and Transaction Document (TD) specified above is entered into between International Business Machines Corp. (IBM) and CGI Technologies and Solutions Inc. (you). This Amendment will remain in effect until such TD terminates or expires. If there is a conflict, the terms of this Amendment shall prevail over the terms of the TD. Except as modified herein, all other terms of the TD remain in full force and effect.

Section 4 of Amendment 1 shall be amended to extend the Migration Period to end on February 28, 2017.

Once signed and completed, both parties agree any reproduction of this Amendment Number 01 made by reliable means (for example, photocopy or facsimile) is an original.

IN WITNESS WHEREOF, the parties here to have caused this Amendment to be executed by their respective duly authorized representatives.

ACCEPTED AND AGREED TO:

INTERNATIONAL BUSINESS
MACHINES CORPORATION

By: Rosanne Kearney
Signature

Name: Rosanne Kearney

Title: Contracts Administrator

Date: July 22, 2016

IBM Address:

11501 Burnet Road
Austin, TX 78758-3400
Attn: OEM Software Contracts
Internal Mail-drop: 801-2E007

CGI Technologies and Solutions Inc

By: Daniel A. Keene
Signature

Name: Daniel A. Keene
Print

Title: Senior Vice President

Date: 7/22/2016

CGI Technologies and Solutions Inc. Address:

Bridgewater Corporate Center
11325 Random Hills Road
Fairfax, VA 22033

Agreed to and initialed for identification by:

(County)

[Signature]
(CGI)