**Department of Administration
Purchasing Division**
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

**State of West Virginia
Master Agreement**

Order Date: 10-27-2021

CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.

Order Number:	CMA 0947 0947 ERP2200000001 1		
Document Name:	CGI Technologies & Solutions, Inc.	**Procurement Folder:**	928853
Document Description:	Maintenance, Support, and Services for the wvOASIS platform	**Reason for Modification:**	
Procurement Type:	Central Sole Source		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way		
Free on Board:	FOB Dest, Freight Prepaid	**Effective Start Date:**	2021-12-12
		Effective End Date:	2024-12-31

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: 000000197636	**Requestor Name:** Matthew H Ellison
CGI TECHNOLOGIES & SOLUTIONS INC	**Requestor Phone:** (304) 741-8565
12907 COLLECTIONS CTR DR	**Requestor Email:** matt.ellison@wvoasis.gov
CHICAGO IL 60693	
US	
Vendor Contact Phone: 561-779-9686 **Extension:**	

Discount Details:

	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	No		
#3	No		
#4	No		

22

FILE LOCATION _____

INVOICE TO	SHIP TO
CONTROLLER	CONTROLLER
ENTERPRISE RESOURCE PLANNING BOARD	ENTERPRISE RESOURCE PLANNING BOARD
1007 BULLITT STREET	1007 BULLITT STREET
SUITE 400	SUITE 400
CHARLESTON WV 25301	CHARLESTON WV 25301
US	US

11-4-21
Box

Total Order Amount:	Open End

Purchasing Division's File Copy

ENTERED

TLW 11/2/21

PURCHASING DIVISION AUTHORIZATION	ATTORNEY GENERAL APPROVAL AS TO FORM	ENCUMBRANCE CERTIFICATION
DATE: 11/4/2021 ELECTRONIC SIGNATURE ON FILE	DATE: ELECTRONIC SIGNATURE ON FILE	DATE: 11-9-2021 ELECTRONIC SIGNATURE ON FILE

11/9/2021

Extended Description:

The Vendor: CGI Technologies and Solutions Inc. agrees to this "Open-End" Contract for Maintenance, Support and Services for the wv OASIS Platform with the State of West Virginia - Enterprise Resource Planning Board, per the WV-65, the vendor's quote dated August 25, 2021, the Software Agreement,WV96 agreement, State of West Virginia General Terms and Conditions, and other documents incorporated herein by reference and made a part hereof.

Effective dates 12/12/21 - 12/31/24

Renewals remaining: 2

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	93151502			EA	2503491.000000
	Service From	Service To			

Commodity Line Description: Advantage Annual Maintenance Fees - Year 1

Extended Description:
12/12/21 - 12/31/22
Year 1

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	93151502			EA	2455599.000000
	Service From	Service To			

Commodity Line Description: Advantage Annual Maintenance Fees - Year 2

Extended Description:
01/01/23 - 12/31/23
Year 2

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	93151502			EA	2526564.000000
	Service From	Service To			

Commodity Line Description: Advantage Annual Maintenance Fees - Year 3

Extended Description:
01/01/24 - 12/31/24
Year 3

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	93151502				0.000000
	Service From	Service To			
	2021-12-12	2024-12-31			

Commodity Line Description: On-Site Hourly Services

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	93151502				0.000000
	Service From	Service To			
	2021-12-12	2024-12-31			

Commodity Line Description: Off-Site Hourly Services

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	43230000				0.000000
	Service From	Service To			
	2021-12-12	2024-12-31			

Commodity Line Description: OPTIONAL - Punch-Out Catalogs (up to 5 suppliers)

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
7	43230000				0.000000
	Service From	Service To			
	2021-12-12	2024-12-31			

Commodity Line Description: OPTIONAL - Punch-Out Catalogs (up to 10 suppliers)

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
8	43230000				0.000000
	Service From	Service To			
	2021-12-12	2024-12-31			

Commodity Line Description: OPTIONAL - Punch-Out Catalogs (up to 25 suppliers)

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
9	44103207				0.000000
	Service From	Service To			
	2021-12-12	2024-12-31			

Commodity Line Description: OPTIONAL - Initial Purchase of 210 Time Clocks

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
10	44103207			EA	2300.000000
	Service From	Service To			

Commodity Line Description: OPTIONAL - Additional Time Clocks (each)

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
11	43230000				0.000000
	Service From	Service To			

Commodity Line Description: OPTIONAL - Time Clocks System Manager Software - Annual Lic.

Extended Description:
Covers 210 Time Clocks (3% increase per year)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
12	43230000				0.000000
	Service From	Service To			

Commodity Line Description: OPTIONAL - Time Clocks System Manager Software - Annual Lic.

Extended Description:
Per each additional time clock over 210 clocks

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
13	84101503			EA	207.150000
	Service From	Service To			

Commodity Line Description: OPTIONAL - Time Clocks Extended Warranty

Extended Description:
Extended Warranty per each time clock

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
14	43230000				0.000000
	Service From	Service To			

Commodity Line Description: OPTIONAL - Case Management - On-Premise - per use case

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
15	43230000				0.000000
	Service From	Service To			

Commodity Line Description: OPTIONAL - Case Management - On-Premise - Site-Wide

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
16	43230000				0.000000
	Service From	Service To			

Commodity Line Description: OPTIONAL - Case Management - Subscription - per use case

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
17	43230000				0.000000
	Service From	Service To			

Commodity Line Description: OPTIONAL - Case Management - Subscription - Site-Wide

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
18	43230000				0.000000
	Service From	Service To			

Commodity Line Description: OPTIONAL - OnCue360 - Annual Fee per use case

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
19	93151502				0.000000
	Service From	Service To			

Commodity Line Description: OPTIONAL - Customer Success Manager (0.5 FTE)

Extended Description:
2% increase every two years

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
20	93151502				0.000000
	Service From	Service To			

Commodity Line Description: OPTIONAL - Customer Success Manager (1.0 FTE)

Extended Description:
2% increase every two years

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
21	43230000				0.000000
	Service From	Service To			

Commodity Line Description: OPTIONAL - Debt Management Module

Extended Description:
3% Increase per year

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
22	43230000				0.000000
	Service From	Service To			

Commodity Line Description: OPTIONAL - Manager Self-Service Module

Extended Description:
3% Increase per year

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

AGREEMENT FOR SOFTWARE MAINTENANCE SERVICES

This AGREEMENT FOR SOFTWARE MAINTENANCE SERVICES (hereinafter, "Agreement") is by and between the State of West Virginia, through the Enterprise Resource Planning Board (hereinafter, the "State" or "Client"), and CGI Technologies and Solutions, Inc. (hereinafter, "CGI" or "Vendor") and entered into this _12th_ /day of _(December_ , 2021.

The Parties agree:

1.   Background:

The State of West Virginia, through the Enterprise Resource Planning Board, contracted with CGI Technologies and Solutions, Inc., beginning with RFP # FAR226005, effective December 12, 2011. The original contract term ran through December 11, 2019, and during its term, was subject of 17 amendments. Included among the amendments, Amendment 16 extended the original term of the contract through December 11, 2021. The contract and all its subsequent amendments were all duly approved in accordance with law by the West Virginia Enterprise Resource Planning Board, composed of the Governor, State Auditor, and State Treasurer.

RFP # FAR226005 and its subsequent amendments have established the State's Enterprise Resource Planning System. The System was implemented to achieve the comprehensive integration of data sources and processes of state agencies into a unified system that includes the state's financial management, procurement, personnel, payroll, budget development and other administrative business processes.

Although the software resides on state-owned infrastructure, CGI has continued to provide system maintenance in order to achieve the high level functionality the system was designed to deliver. Due to the proprietary nature of the software, CGI is a sole source provider of this maintenance. No other vendor could provide the system maintenance without access to the software that would compromise CGI's intellectual property rights to the software.

The purpose of this contract is for CGI to continue to provide system maintenance to the State's Enterprise Resource Planning System for a period of three (3) years, commencing on December 12, 2021, and continuing through December 31, 2024. Further, the underlying PSLA and PSMA (as defined in Section 2.1 iv. below) will extend from December 5, 2021 and continue through December 31, 2024. The contract also provides the State with two optional renewal years, which would run consecutively from January 1, 2025 through December 31, 2026.

2.   Order of Precedence

2.1   Order of Precedence and List of Documents

This Agreement is comprised of the documents listed in this section. The terms and conditions contained in the various documents shall be interpreted according to the priority given to the Agreement document in this section. In that way, any terms and conditions contained in the first priority document shall prevail over conflicting terms in the second priority document, and so on.

Agreement Documents:

i.   WV-96 Agreement Addendum – First Priority

ii.   State of West Virginia General Terms and Conditions (amended as shown below) – Second Priority

iii.   Agreement for Software Maintenance Services (this document) – Third Priority

iv.   Schedule A (Proprietary Software License Agreement) and Schedule B (Proprietary Software Maintenance Agreement) – Fourth Priority

      Exhibit 1 – Proprietary Software License Agreement between the Parties of December 5, 2011, as amended (the "PSLA") – Fifth Priority

      Exhibit 2 – Proprietary Software Maintenance Agreement between the Parties of December 5, 2011, as amended (the "PSMA") – Fifth Priority

2.2   Modifications to the State of West Virginia General Terms and Conditions

The State of West Virginia General Terms and Conditions (Agreement document ii.) are hereby modified as follows:

i. The term entitled "4. AUTHORITY TO PROCEED" is replaced in its entirety as follows:

"Vendor shall begin performance of this Contract on the mutually agreed start date set forth in the Contract."

ii. The term entitled "13. PRICING" is modified by removing the last sentence.

iii. The term entitled "19. CANCELLATION" is replaced in its entirety as follows:

"19a. CANCELLATION FOR CONVENIENCE: The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

19b. CANCELLATION FOR CAUSE: If a party believes that the other party has materially failed to perform an obligation under this Contract (a "Breach"), then that party may provide written notice directed to the breaching party describing the alleged Breach in reasonable detail and containing a reference to this Section 19. If the breaching party does not, within thirty (30) days after receiving such written notice, either (i) cure the Breach or (ii) if the Breach is not one that can reasonably be cured within thirty (30) days, develop a plan (not to exceed 90 days) to cure the Breach and diligently proceed according to the plan until the Breach has been cured, then the non-breaching party may terminate this Contract for cause by providing written notice to the breaching party. Prior to such termination for cause, the party receiving the notice under the preceding sentence will be afforded an opportunity to meet with a senior management representative of the non-breaching party to explain its position."

iv. The term entitled "20. TIME" is modified by adding the following to the end of the sentence:

"except for delays or performance failure caused by acts or conditions outside of CGI's reasonable control."

v. The term entitled "28. WARRANTY" is replaced in its entirety as follows:

"The Vendor warrants that the goods and/or services covered by this Contract will meet the warranties set forth in the PSLA and PSMA."

vi. The term entitled "36. INDEMNIFICATION" is replaced in its entirety as follows:

Subject to Section 6.4 of the AGREEMENT FOR SOFTWARE MAINTENANCE SERVICES, the Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses resulting to any person injured or property damaged by the negligence of Vendor, its officers, employees, or subcontractors; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

3. **Pricing and Payment Terms:**

    3.1 Pricing

Maintenance Services Period	Annual Maintenance Fee
Year 1* (Dec 12, 2021 – Dec. 31 2022)	$2,503,491.00**
Year 2 (Jan 1, 2023 – Dec. 31, 2023)	$2,455,599.00**
Year 3 (Jan 1, 2024 – Dec. 31, 2024)	$2,526,564.00**
Year 4 (Optional) (Jan 1, 2025 – Dec. 31, 2025)	$2,829,245.00
Year 5 (Optional) (Jan 1, 2026 – Dec. 31, 2026)	$2,911,310.00

*The Annual Maintenance Fee for Year 1 is for the Year 1 period listed above. For avoidance of doubt, Year 1 period listed above applies to this Agreement for Software Maintenance Services, the PSLA and the PSMA (Schedule A & B).

** In the event that CGI and the State sign a mutually acceptable agreement containing an upgrade on or before December 31, 2024, CGI will offer the State a credit based on the difference in price between the price shown here in Year 1, Year 2 and Year 3 and the price in such agreement for the same period (if any).

3.2   Discretionary Hours

In the event that the State requires certain system support and necessary enhancements that are outside the scope of this Agreement, (including: implementation of new features, enhancements, configuration, training, design, consulting, or additional maintenance not covered by the PSMA, provided that CGI is the sole vendor able to perform the services), the State agrees to pay CGI for such additional services on an hourly, pre-approved, as needed basis at the rates set forth below and in accordance with the terms of this Section 3.2. At the time of its request for such additional services, the State will confirm to CGI the amount of funds It has available to pay for such services (the "Budgeted Amount"). CGI will bill the State monthly at the hourly rates below for the actual hours worked providing these additional services up to the Budgeted Amount.

Rate Description	Time Period	Rate
CGI hourly rate for services provided onsite in Charleston WV	Effective date of this Agreement through December 12, 2026	$230 per hour
CGI hourly rate for services provided offsite	Effective date of this Agreement through December 12, 2026	$180 per hour

In order to use discretionary hours, the State will submit requests for services in writing to a CGI project manager. The CGI project manager will request and receive formal written approval from the OASIS Project Director before beginning work on any service requests. The OASIS Project Director may delegate approval authority to the OASIS Project Manager and/or another individual of the OASIS Projector Director's choice if done in writing to cover periods that the OASIS Project Director will be unavailable.

For the avoidance of doubt, the State is not obligated to pay, and CGI is not obligated to perform any services related to discretionary hours, nor is any minimum number of hours or amount guaranteed by the State.

3.3 Payment Terms

CGI will submit invoices to State for Services fees and applicable Reimbursable Expenses in accordance with the invoicing schedule specified herein. Invoices for any other amounts due hereunder will be submitted to State as the amounts come due. CGI will submit invoices to the State billing address specified herein. Each invoice will identify the invoicing schedule period to which it relates.

For Project Services performed on a time and materials basis, including discretionary hours, the invoice will also state the total number of hours worked during the billing period, broken down by billable labor category, and include the applicable signed timesheets and supporting detail for any reimbursable expenses.

All maintenance payments are due on the first day of each Maintenance Services Period. All fees and expenses are to be paid to CGI in United States Dollars, by EFT to an account designated by CGI. CGI's invoices are due and payable in full within thirty (30) calendar days from the date of the invoice.

3.4 Optional Renewal Years

The State may, at its sole option, renew this contract for up to two consecutive one year maintenance service periods in increments of one year, as noted in the chart above. The two optional maintenance service periods run from January 1, 2025 to December 31, 2025, and January 1, 2026 to December 31, 2026, respectively. In order to exercise its option for these additional maintenance service periods, the State must provide CGI thirty (30) days' advanced written notice of the State's intent to exercise the additional maintenance period option.

3.5 Disputed Fees/Charges

State may withhold payment of amounts it does not agree in good faith are due to CGI provided that:

    i.   State notifies CGI in writing what amounts it disputes and the reasons for doing so (which notice must be received by CGI prior to the payment due date for those amounts);

   ii.   State timely pays all other amounts specified on the invoice;

  iii.   State works in good faith with CGI to resolve the dispute in a prompt and mutually acceptable manner; and

  iv.   State pays any amounts ultimately determined to be due CGI within thirty (30) days after the dispute is resolved.

3.6   CGI Case Management and OnCue360 Usage

The State may choose to discontinue the use of CGI Case Management and/or OnCue360 and will provide a minimum of 60 days notice to CGI. In the event the effective date of discontinuance of the use of CGI Case Management and OnCue360 falls within a Maintenance Services Period, the annual fee for OnCue360 will be prorated based on the number of months of use of OnCue360 in the final Maintenance Services Period, including the full month in which the effective date of discontinuance occurs, and CGI will issue a credit for the remaining months. There is no credit or fee reduction for CGI Case Management in the event that the State discontinues the use of CGI Case Management within a Maintenance Services Period. Additional details specific to OnCue360 and Case Management are as follows.

3.6.1 CGI OnCue360

The Annual Maintenance Fee that will be used to calculate any OnCue360 credit is as follows in the table below for the 10 included CGI OnCue360 use cases including grants. In the event that additional use cases are being used by the State pursuant to section 7.3 below CGI will adjust the applicable credit proportionally based on the pricing in section 7.3 and the number of use cases in use at the time.

In the event that the State discontinues use of OnCue360, the Annual Maintenance Fee for each remaining Maintenance Services Period listed in Section 3.1 will be reduced by the Annual Maintenance Fee for the corresponding Maintenance Services Period listed in the table below for the included 10 use cases of OnCue360 including grants. In the event that additional use cases are being used by the State pursuant to section 7.3 below CGI will further reduce the Annual Maintenance Fee for each remaining Maintenance Services Period based on the pricing in section 7.3 and the number of use cases in use at the time.

Maintenance Services Period*	Annual Maintenance Fee**
Year 1 (Dec 12, 2021 – Dec. 31 2022)	$100,000.00
Year 2 (Jan 1, 2023 – Dec. 31, 2023)	$102,000.00
Year 3 (Jan 1, 2024 – Dec. 31, 2024)	$104,040.00
Year 4 (Optional) (Jan 1, 2025 – Dec. 31, 2025)	$106,121.00
Year 5 (Optional) (Jan 1, 2026 – Dec. 31, 2026)	$108,243.00

* The above annual maintenance pricing assumes use of OnCue360 for up to 10 use cases including grants.

**The Annual Maintenance Fee amounts shown in the table above are included in the Annual Maintenance pricing outlined in Section 3.1.

3.6.2 CGI Case Management

The following table lists the Annual Maintenance Fee amounts for CGI Case Management. In the event that the State discontinues use of CGI Case Management, the Annual Maintenance Fee for each remaining Maintenance Services Period listed in Section 3.1 will be reduced by the Annual Maintenance Fee for the corresponding Maintenance Services Period listed in the table below.

Maintenance Services Period	Annual Maintenance Fee*
Year 1 (Dec 12, 2021 – Dec. 31 2022)	$165,000.00
Year 2 (Jan 1, 2023 – Dec. 31, 2023)	$168,300.00
Year 3 (Jan 1, 2024 – Dec. 31, 2024)	$171,666.00
Year 4 (Optional) (Jan 1, 2025 – Dec. 31, 2025)	$175,099.00

| Year 5 (Optional) | $178,601.00 |
| (Jan 1, 2026 – Dec. 31, 2026) | |

*The Annual Maintenance Fee amounts shown in the table above are included in the Annual Maintenance pricing outlined in Section 3.1.

4.   Services

4.1   Proprietary Software License Agreement

Schedule A, attached hereto and incorporated herein by reference, contains the Proprietary Software License Agreement. Schedule A includes an exhaustive list of the software that is licensed to the State, and other terms and conditions related thereto. The Schedule A may be modified only in writing and agreed to by both parties, in order to add or subtract licensed software, and for other reasons as determined by the parties. In addition, the State may add additional licenses at CGI's then-current prices for software licensed in Schedule A to include, without limitation, additional licenses for CGI Advantage Case Management System and CGI OnCue 360.

4.2   Proprietary Software Maintenance Agreement

Schedule B contains the Proprietary Software Maintenance Agreement and contains the terms and conditions upon which CGI will provide maintenance service to the licensed software contained in Schedule A. The Schedule B may be modified only in writing and agreed to by both parties.

4.3   CGI Key Staff

During the Contract Term, the CGI-assigned Client Service Delivery Manager (or equivalent role) will be Key Staff. During the performance of any Project Services, the associated Project Manager (or equivalent role) will be Key Staff. The State has the right to review and approve the initial assignment and any changes to the CGI Key Staff roles listed in the Table, below. In addition, the State may request that CGI remove and replace any Key Staff upon advance written notice due to reasonable concerns about performance or any other lawful reason. In the event that the State so requests, management representatives of the Parties will promptly meet to discuss the State's concerns. In the event that CGI cannot address the State's concerns within a reasonable period of time after the initial meeting, CGI will remove or replace the Key Staff as requested. The State will not unreasonably delay or withhold approval of initial or changed Key Staff. Descriptions of the aforementioned roles are in the table below.

CGI Key Staff Roles

CGI Role	Role Description
Client Service Delivery Manager (or equivalent role)	The Client Service Delivery Manager serves as the primary point of contact for the State during the provision of maintenance services. The Client Service Delivery Manager has contextual knowledge of the State's license, and can facilitate rapid resolution to identified problems and be proactive with potential upcoming issues. The Client Service Delivery Manager will support other CGI clients and will provide part-time support to the State.
Project Manager (or equivalent role)	The Project Manager performs the tasks necessary to monitor scope, schedule, budget, and prepares status reports reflecting the current state of project activities. The Project Manager performs standard project management processes to monitor and oversee risk, issue, quality, change management, and project communications for the project duration. The Project Manager works in close coordination with the State Project / Program Manager who is assisting and coordinating State resources assigned to the project.

In each additional Statement of Work executed pursuant to the Agreement, if any, the Parties will mutually agree on the Key Staff.

5. **Confidential Information**

Either CGI or the State may furnish Confidential Information to the other Party in performance under the Agreement. For purposes of this Section 5, when CGI or the State is the Party providing the information to the other Party, it is the "furnishing party," and when CGI or the State is the Party receiving the information from the other Party, it is the "receiving party." The following terms govern the furnishing and receipt of Confidential Information by the Parties.

5.1 Permitted Use of Confidential Information

The parties are permitted to use the Confidential Information solely for the purpose of carrying out their respective responsibilities under this Agreement ("Purpose").

5.2 Ownership of Confidential Information

Confidential Information will remain the property of the furnishing party, and the receiving party will not be deemed by virtue of this Agreement or any access to the furnishing party's Confidential Information to have acquired any right, title or interest in or to the Confidential Information.

5.3 Protection of Confidential Information

The receiving party agrees: (i) to afford the furnishing party's Confidential Information at least the same level of protection against unauthorized disclosure, access,

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 the receiving party's own employees having a need to know the information for the Purpose; (iii) not to disclose the furnishing party's Confidential Information to any third party, except as permitted in Subsection 5.4, below; (iv) to use the furnishing party's Confidential Information solely and exclusively in accordance with the terms of this Agreement in order to carry out its obligations and exercise its rights under this Agreement; (v) not to disassemble, decompile or reverse engineer any of the furnishing party's Confidential Information; and (vi) to notify the furnishing party promptly of any unauthorized disclosure, access, or use 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 disclosure, access, or use.

5.4 Exceptions

Notwithstanding anything to the contrary in this Section 5, either party may disclose Confidential Information to its attorneys, auditors, insurers, accountants, or State-approved subcontractors for the purposes of reporting to or seeking advice from the relevant party; provided, however, that every person to whom disclosure is made pursuant to this Subsection 5.4 is bound by enforceable obligations to protect Confidential Information to the same extent as if it were a party to the Agreement.

5.5 Disclosure Required by FOIA

The parties agree that the West Virginia Freedom of Information Act, W.Va. Code Section 29B-1-1 et seq. ("FOIA"), applies to Confidential Information provided by CGI to State hereunder, including without limitation, the applicable exemptions thereunder. In the event that State receives a FOIA request relating to this Agreement and/or CGI materials or information, State agrees to promptly notify CGI of such request and before disclosure is made to the requestor, provide CGI with the opportunity to assert any applicable FOIA exemptions and redact such information prior to any release. In addition, 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 if permitted by law. If requested, the receiving party will provide reasonable cooperation to the furnishing party in resisting or limiting the disclosure at the furnishing party's expense. 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 efforts to secure confidential treatment of any materials disclosed.

5.6 Treatment of Confidential Information on Expiration or Termination of Agreement

Upon expiration or termination of the Agreement or at the furnishing party's request: (i) the receiving party will (at the furnishing party's option) return or completely destroy the Confidential Information provided by the furnishing party, and (ii) the receiving

party will not retain any copies (complete or partial) of the furnishing party's Confidential Information, except as permitted by this Subsection 5.6. The receiving party may retain copy(ies) of Confidential Information as required by applicable laws, regulations, or internal information retention policies, or as necessitated by operation of receiving party's automatic back-up system, provided that the receiving party shall continue to be subject to the obligations of the Agreement with respect to Confidential Information so retained.

5.7 Continuing Obligation to Protect Confidential Information

Each party's obligations to protect Confidential Information will remain in full force and effect for a period of five (5) years following expiration or termination of the Agreement. After that five (5) year period, each party's obligations to protect the Confidential Information of the other party will cease.

5.8 Use of Training Materials

Client will not copy or use any Confidential Information in any way that is not authorized by the Agreement, unless otherwise specifically agreed to in advance by CGI in writing. For the avoidance of doubt, Client is permitted to use and provide access to the training materials and related documentation provided to Client by CGI hereunder that may include Confidential Information (including derivative works thereof) for the sole purpose of:

> i. training State agency staff and State contractors on the use of the Software, subject to section 5.4 above, but Client is not permitted to make such training materials and related documentation (including derivative works) publicly available unless, and to the extent, as may be required by law; and
>
> ii. educating vendors and other external users on the functionality that is available to them in CGI Advantage Vendor Self-Service.

6. Indemnification and Limitation of Liability

6.1 General Indemnification

In addition to the infringement indemnification set forth in Section 6.2 below, CGI's indemnification obligations are set forth in Section 36, Indemnification, of the State of West Virginia General Terms and Conditions, as amended at Section 2.2.vi. herein.

6.2 Infringement Indemnification

Except as stated in Subsection 6.2.1 below, CGI will at its expense, indemnify, hold harmless, and defend any claim brought against State (including its officers and employees) and will pay all costs and damages, court judgments or awards finally awarded against State and all reasonable associated costs and expenses (including without limitation, reasonable attorney's fees, expert fees, and costs and expenses related to any appeal) to the extent the proceeding is based on a claim that a Deliverable,

Product or Service infringes a third party copyright, trade secret, trademark, mask work, United States patent, or other proprietary right.

6.2.1 CGI will not be obligated to indemnify or defend, or be liable for costs or damages, to the extent a claim of infringement arises from:

i. Modification of the Deliverable, Product, or Service (except modifications made by CGI and its subcontractors working at CGI's direction);

ii. Combination of the Deliverable, Product, or Service with hardware, software or other materials not provided by CGI;

iii. Use of the Deliverable, Product, or Service not in accordance with mutually agreed specifications;

iv. CGI's adherence to State's written specifications or instructions.

6.3   Remedies

If an infringement proceeding is brought or appears to CGI to be likely to be brought, CGI may, at its sole option and expense, either obtain the right for State to continue using the allegedly infringing item(s) or replace or modify the item(s) to resolve such proceeding. If CGI finds that neither of these alternatives is available to it on commercially reasonable terms, CGI may require State to return the allegedly infringing item(s), in which case State will receive a refund of the amounts paid by it for the returned item(s), less a reasonable adjustment for depreciation of the returned item(s). Section 6.2 (Infringement Indemnification) states CGI's entire obligation to State and State's exclusive remedy with respect to any claim of infringement and is in lieu of any implied warranties of non-infringement or non-interference with use and enjoyment of information.

6.4   Indemnification Procedures

CGI's indemnification obligations specified in the Agreement are conditioned upon State promptly notifying CGI in writing of the proceeding, providing CGI a copy of all notices received by State with respect to the proceeding, cooperating with CGI in defending or settling the proceeding, and allowing CGI to control the defense and settlement of the proceeding, including the selection of attorneys. State may observe the proceeding and confer with counsel of its choice at its own expense.

6.5   Limitation of Liability

6.5.1 Loss of Client Data

IF CLIENT DATA IS LOST, CORRUPTED OR DESTROYED WHILE IN THE POSSESSION OR CONTROL OF CGI DUE TO CGI'S FAULT OR NEGLIGENCE, CGI WILL USE COMMERCIALLY REASONABLE EFFORTS TO RECONSTRUCT SUCH CLIENT DATA AT CGI'S EXPENSE PROVIDED ANY FILES, DATA, PROGRAMS OR OTHER INFORMATION THAT MAY BE NECESSARY TO ACCOMPLISH SUCH RECONSTRUCTION, BUT WHICH ARE NOT IN CGI'S POSSESSION OR CONTROL,

ARE PROMPTLY FURNISHED TO CGI BY CLIENT UPON REQUEST. IF CGI IS UNABLE TO SATISFY ITS OBLIGATIONS UNDER THIS SUBSECTION, CGI'S LIABILITY TO CLIENT WILL NEVERTHELESS BE LIMITED IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION 6.5.

6.5.2 Security Incidents

EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, IN NO EVENT WILL CGI BE LIABLE FOR ANY DAMAGES OR COSTS ARISING OUT OF A SECURITY INCIDENT RESULTING FROM OTHER THAN CGI'S BREACH OF ITS OBLIGATIONS UNDER THE AGREEMENT. CGI LIABILITY FOR ANY SECURITY INCIDENT IS SUBJECT TO THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 6.5.

6.5.3 Liability Limits

EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 6.5, THE PARTIES' RESPECTIVE AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS, LOSSES OR DAMAGES ARISING UNDER OR RELATED TO THE AGREEMENT (INCLUDING WITHOUT LIMITATION, FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR OTHER TORT CLAIM) SHALL NOT EXCEED THE AMOUNT OF THIRTY MILLION DOLLARS ($30,000,000.00).

6.5.4 Exclusion of Damages

IN NO EVENT WILL CGI OR ANY PERSON OR ENTITY INVOLVED IN THE CREATION, MANUFACTURE OR DISTRIBUTION OF ANY SOFTWARE, SERVICES OR OTHER MATERIALS PROVIDED BY CGI UNDER THE AGREEMENT BE LIABLE FOR:

> i. ANY DAMAGES CAUSED BY THE FAILURE OF CLIENT OR ITS AFFILIATES OR SUPPLIERS TO PERFORM THEIR RESPONSIBILITIES;
>
> ii. ANY DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE BUNDLED APPLICATIONS;
>
> iii. ANY CLAIMS OR DEMANDS OF THIRD PARTIES, EXCEPT THOSE CLAIMS OR DEMANDS FOR WHICH CGI IS REQUIRED TO INDEMNIFY PURSUANT TO SECTION 6 (INDEMNIFICATION); OR
>
> iv. ANY LOST PROFITS, LOSS OF BUSINESS, LOST SAVINGS OR OTHER CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF CGI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.5.5 Exclusions from Limitations

THE FOREGOING LIMITATIONS DO NOT APPLY TO CGI'S INDEMNIFICATION OBLIGATIONS SPECIFIED IN SECTION 2.2 vi. SUBSECTIONS (1) AND (3), AND

SECTION 6.2 HEREIN OR TO THE CRIMINAL ACTS, INTENTIONAL TORTS, OR FRAUDULENT CONDUCT OF EITHER PARTY.

7. Optional Items

This Section 7 provides pricing for additional optional items that the State may elect to purchase, which are as individually described below. These items are not included in the price in Section 3.1, above, and represent incremental additions if purchased by the State. For any CGI implementation services, the State will either use discretionary hours pursuant to Section 3.2, or CGI and the State will enter into a Statement of Work for project services. When the State elects to purchase any optional items or Services, CGI and the State will negotiate an Amendment to this Agreement containing the associated details for such items or Services.

7.1 Punch Out Catalogs

The State will have the option to purchase the ability to implement Punch Out catalogs within the Solution. Pricing is based on an annual subscription fee as follows. The subscription fee includes the basic technical support provided by OpenText, the Punch Out vendor, to enable a Punch Out connection between wvOASIS and each supplier Punch Out site and does not include any CGI services. CGI can provide additional support via discretionary hours or a Statement of Work. Pricing beyond 25 suppliers can be provided upon request and will be mutually agreed to by CGI and the State.

Number of Suppliers	Annual Fee
Up to 5 suppliers	$19,678.50
Up to 10 suppliers	$33,750.00
Up to 25 suppliers	$80,625.00

*The rates shown will escalate 3% each calendar year on January 1.

7.2 Time Clocks

The State will have the option to make an initial purchase of time clocks and an option to purchase additional time clocks as follows. The implementation effort and the cost associated with configuring the time clocks is not included in the pricing below and will be addressed by the parties in accordance with the process set forth in Section 3.2 herein if CGI provides such services.

Model/Description	Price
Barcode - TOUCH TIME III, BC, WIFI	Initial purchase of 210 Time Clocks $458,690 including shipping charges ***
Barcode - TOUCH TIME III, BC, WIFI	Per each additional Time Clock(s) $2,300 including shipping charges ***

System Manager Software (SMS) License Fee	Initial purchase of 210 Time Clocks. $31,500.00 (annual)****
System Manager Software (SMS) License Fee	Per each additional Time Clock(s) $150.00 (annual)****
Optional Extended Warranty – 12 additional months	Per each time clock. Must be purchased and included at time of clock purchase. $207.15

*The price for the time clocks assumes a 12 week lead time and does not include any installation support, training or other CGI services to support the use of the time clocks. CGI will invoice for time clock hardware when the time clock(s) is received by the State.

** The prices shown above will escalate 3% each calendar year on January 1.

*** The new time clocks include a 1 year limited hardware warranty from date of shipment, provided by the time clock vendor, which CGI will pass through to the State.

**** The System Manager Software pricing assumes an initial purchase of at least 200 time clocks. In addition, the State will be responsible for installation and management of the System Manager Software for the time clocks. The System Manager Software is not an optional item and must be purchased with the time clocks. The System Manager Software is a time clock management application used to connect and share data between time clocks and wvOASIS. The System Manager Software (SMS) License Fee per each Time Clock (including the applicable escalation) will be invoiced upon the State receipt of each Time Clock(s). In the event that a Time Clock(s) is purchased within a Maintenance Services Period, the fee for the first Maintenance Services Period will be prorated based on the number of months from the State receipt date through the end of the initial Maintenance Services Period including the month that the Time Clock(s) was received by the State. A full year's maintenance for the System Manager Software will be invoiced beginning with the next maintenance period. The annual fee for the System Manager Software for each Maintenance Services Period will be based on the number of time clocks in use on January 1.

7.3   Case Management and OnCue360 – Additional Use Cases

The State will have the option to implement additional use cases for Case Management and OnCue360 as follows. A new Use Case is defined as a new business activity, for example, a permitting use case within a department or across multiple departments. Any requested CGI services for extensions, updates, or additional work related to an existing use case such as adding new workflows, forms, reports, etc. will be addressed by the parties in accordance with the process set forth in Section 3.2 herein.

The implementation effort and the cost associated with configuring a new Use Case is not included in the pricing below, and will be determined for each specific Use Case. These costs will be addressed by the parties in accordance with the process set forth in Section 3.2 herein if CGI provides such services.

Price Option 1: New CGI Case Management Use Case – On Premise Model

The pricing in this section is for an on premise deployment of Case Management beyond the 10 included Case Management use cases that is hosted by the State and

reflects two options. The on premise deployment is only available as an option to the State prior to an upgrade to a cloud hosted environment, after which Price Option 1 will no longer apply and only Price Option 2 will be available for additional Use Cases. The first option provides pricing to add individual Use Cases and the Site Wide option provides pricing for an unlimited number of Use Cases.

Solution Component	Description	Fee
CGI Case Management	Annual Fee – per Use Case	$50,000.00*
CGI Case Management	Annual Fee – Site Wide	$600,000.00**

* The fees for an additional Use Case begins on the start date of the project to implement the new Use Case.

** The Site Wide pricing includes the existing Grants Use Case.

Price Option 2: New CGI Case Management Use Case – Subscription Model

The pricing in this section is for a deployment of Case Management that is hosted by CGI beyond the 10 included Case Management use cases and reflects two options. The 10 included Case Management Use Cases will be hosted by the State. The first option provides pricing to add individual Use Cases and the Site Wide option provides pricing for an unlimited number of Use Cases.

Solution Component	Description	Fee
CGI Case Management	Annual Fee – per Use Case	$135,000.00*
CGI Case Management	Annual Fee – Site Wide	$1,200,000.00**

* The fees for an additional Use Case begins on the start date of the project to implement the new Use Case.

** The Site Wide pricing includes the existing Grants Use Case.

Price Option 3: New CGI OnCue360 Use Case – Subscription Model

The pricing in this section is for a deployment of CGI OnCue360 beyond the 10 included CGI OnCue360 use cases that is hosted by CGI.

Solution Component	Description	Fee
CGI OnCue360	Annual Fee – per Use Case	$100,000.00*

* The fees for an additional Use Case begins on the start date of the project to implement the new Use Case.

7.4   Customer Success Manager

The State will have the option for a Customer Success Manager (CSM) pursuant to Section 2.3 of Schedule A and will provide a minimum of 90 days notice to CGI to request a Customer Success Manager. The State will have the right to review and approve the CGI staff proposed to fill this role.

Pricing for the CSM is as follows and the minimum period is 6 consecutive months and the annual price will be prorated based on the requested number of months if less than a full year.

▓▓▓▓▓▓▓▓▓▓▓▓▓▓▓▓▓▓▓	▓▓▓▓▓▓▓
Additional Customer Success Manager (0.5 FTE) – onsite, local	$184,641
Additional Customer Success Manager (1.0 FTE) – onsite, local	$335,711

*The price shown will escalate 2% every two (2) calendar years on January 1.

7.5 Additional CGI Advantage Modules

The State will have the option to implement the optional CGI Advantage modules listed below. The effective start date for the maintenance fees shown below will be the start date of the implementation project and is in addition to the fees shown in section 3.1 above. In the event the effective start date of the implementation falls within a Maintenance Services Period, the annual maintenance fee will be prorated based on the number of months of use in the current Maintenance Services Period, including in full the month in which the effective start date of the implementation occurs. The implementation effort and the cost associated with configuring the selected CGI Advantage module is not included in the pricing below. These costs will be addressed by the parties in accordance with the process set forth in Section 3.2 herein if CGI provides such services.

CGI Advantage Module	Annual Maintenance Fee*
Debt Management	$41,000.00
Manager Self-Service	$35,600.00

*The price shown is the price for the first year. The rates shown will then escalate 3% each calendar year on January 1.

7.6 CGI Advantage Inventory Mobile App

The State will have the option to implement the optional CGI Advantage Inventory Mobile App which supports a barcode scanning function. There is no license or maintenance fee for the mobile app. The implementation effort and the cost associated with configuring the CGI Advantage Inventory Mobile App is not included. These costs will be addressed by the parties in accordance with the process set forth in Section 3.2 herein if CGI provides such services.

The items listed below may also be required for the implementation of the CGI Advantage Inventory Mobile App but are not included and the State is responsible for procuring these items.

i. Mobile devices used to access the CGI Advantage Inventory Mobile App

ii. Mobile Device Management solution to manage the mobile devices used to access the CGI Advantage Inventory Mobile App;

iii. API Management solution to support any mobile devices that are used to access the CGI Advantage Inventory Mobile App outside of the State network;

iv. Printers to support the printing of bar code labels;

iv. Bar code labels or other paper stock to support the printing of labels

8. General Provisions

8.1 Governing Law

Any claim, controversy, or dispute arising under or related to the Agreement will be governed by the laws of the state of West Virginia, without regard to any provision of the laws of that state that would require or permit the application of the substantive law of any other jurisdiction.

8.2 Nonexclusive Agreement

The Agreement does not grant to CGI any exclusive rights to do business with State. State may contract with other suppliers for the procurement of comparable services.

8.3 Assignment

Neither party may assign or otherwise transfer the Agreement or any of its obligations under the Agreement without the other party's prior written consent. Any purported assignment in violation of the preceding sentence will be void. The Agreement will be binding upon the parties' respective successors and permitted assigns.

8.4 Severability

The provisions of the Agreement are deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. In addition, if any provision of the Agreement, for any reason, is declared to be unenforceable, the parties will substitute an enforceable provision that, to the extent possible under applicable law, preserves the original intentions of the parties.

8.5 Waiver

No failure or delay by a party in exercising any right, power, or remedy will operate as a waiver of that right, power, or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party. If a party waives any right, power, or remedy, the waiver will not waive any successive or other right, power, or remedy the party may have under the Agreement.

8.6 Publicity

Neither party may use the name of the other in connection with any advertising or publicity materials or other external activities without the prior written consent of the other

party. However, each Party may include the other Party's name in its internal business communications and where required to comply with law or regulation. In addition, CGI may use the State's name in the case of CGI governmental procurement requirements (e.g., experience or past performance citations) or other government-required reporting requirements.

9. Acknowledgement

The Agreement constitutes the entire agreement between the parties and supersedes all other prior or contemporaneous communications between the parties (whether written or oral) relating to the subject matter of the Agreement. The Agreement may be modified or amended solely in writing signed by both parties in accordance with terms of the Agreement applicable to such changes. The parties agree that any pre-printed terms (i.e., those contained in State's purchase orders, acknowledgments, shipping instructions, or other forms or in CGI's invoices) that are inconsistent with or different from the terms of the Agreement will be void and of no effect even if signed by the party against which their enforcement is sought.

Each party has caused its authorized representative to execute the Agreement as of the Effective Date.

WEST VIRGINIA ENTERPRISE RESOURCE PLANNING BOARD, on behalf of STATE OF WEST VIRGINIA

By: _____

Name: Jim Justice

Title: Governor

Date: 10-18-21

By: _____

Name: John B. McCuskey

Title: State Auditor

Date: 9/20/21

CGI TECHNOLOGIES AND SOLUTIONS, INC.

By: _____

Name: SUBRAMANYAM SURABHI

Its: St. VICE PRESIDENT

Date: _____

By: *Riley M. Moore*

Name: Riley Moore

Title: State Treasurer

Date: 9/23/21

Sign Here

WV-96 Agreement Addendum

STATE OF WEST VIRGINIA
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS

State Agency, Board, or Commission (the "State"): **WV ENTERPRISE RESOURCE PLANNING BOARD**

Vendor: **CGI TECHNOLOGIES & SOLUTIONS INC**

Contract/Lease Number ("Contract"): **CMA ERP2200000001**

Commodity/Service: **Maintenance, Support and Services for the wv OASIS Platform**

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.

2. **PAYMENT** -- Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

   Any language imposing any interest or charges due to late payment is deleted.

3. **FISCAL YEAR FUNDING** -- Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

4. **RIGHT TO TERMINATE** -- The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

   Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.

5. **DISPUTES** -- Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.

   Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

   Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.

6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.

7. **GOVERNING LAW** -- Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.

8. **RISK SHIFTING** -- Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.

9. **LIMITING LIABILITY** -- Any language limiting the Vendor's liability for direct damages to person or property is deleted.

10. **TAXES** -- Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.

11. **NO WAIVER** -- Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.

13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.

14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.

15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor's benefit is deleted.

16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.

17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.

18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State's sole discretion.

Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.

19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that is has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.

20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *italics* to identify language being added and strikethrough for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General's authorized representative expressly agree to and knowingly approve those alterations.

State: _ERP_

By: _E. Kent Hartley_

Printed Name: _E. Kent Hartley_

Title: _Director_

Date: _____

Vendor: _CGI Technologies & Solution_

By: _____

Printed Name: _SUBRAMANYAM SURABHI_

Title: _Sr. VICE PRESIDENT_

Date: _____

State of West Virginia

General Terms and Conditions

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☑ **Term Contract**

Initial Contract Term: This Contract becomes effective on <u>December 12, 2021</u> and the initial contract term extends until <u>December 31, 2024</u> .

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to <u>two (2)</u> successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** See attached _____
Revised 04/21/2021

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☑ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under $100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

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8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

☑ **Commercial General Liability Insurance** in at least an amount of: $1,000,000 ____ per occurrence.

☑ **Automobile Liability Insurance** in at least an amount of: $1,000,000 ____ per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: ____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: ____ per occurrence.

☑ **Cyber Liability Insurance** in an amount of: $5,000,000 ____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: ____ per occurrence.

☐ **Aircraft Liability** in an amount of: ____ per occurrence.

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Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

> **SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

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24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/default.html.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

> **SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour. laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☐ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

    a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

    b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

    c. The cost for each contract item used does not exceed one tenth of one percent (.1%)

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of the total contract cost or two thousand five hundred dollars ($2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars ($50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least $1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the
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WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

SUBRAMANYAM SURABHI, Sr. VICE PRESIDENT
(Name, Title)

(Printed Name and Title)
11325 RANDOM HILLS RD , FAIRFAX VA 22033
(Address)
_703 935 3185_
(Phone Number) / (Fax Number)
Subramanyam.Surabhi@cgi.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

CGI Technologies & Solutions Inc
(Company)

(Authorized Signature) (Representative Name, Title)

SUBRAMANYAM SURABHI, Sr. VICE PRESIDENT
(Printed Name and Title of Authorized Representative)

(Date)

_703-935-3185_
(Phone Number) (Fax Number)

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Proprietary Software License Agreement

CGI

CGI TECHNOLOGIES AND SOLUTIONS INC.
PROPRIETARY SOFTWARE LICENSE AGREEMENT

This is a Proprietary Software License Agreement ("Agreement") dated as of December 5, 2011 (the "Effective Date") by and between The State of West Virginia ("Client") having a place of business at 2019 Washington Street, East, Charleston, WV 25305-0130 and CGI Technologies and Solutions Inc. ("CGI"), a Delaware corporation having its principal place of business at 11325 Random Hills Road, Fairfax, Virginia 22030.

1.   LICENSE

A.   CGI hereby grants to Client a perpetual, nonexclusive, nontransferable license commencing on the Effective Date to use the computer software components (the "Software") and documentation (the "Documentation") listed in *Exhibit A* on the terms and conditions of this Agreement. The term "Software" as used in this Agreement includes any maintenance releases to the Software that may be provided to Client from time to time under a separate maintenance agreement executed by the parties, if any, but specifically excludes any other modifications or customizations to the Software.

B.   Client may use the Software only to process the work of the parties set forth in *Exhibit A* and only on the terms and conditions of this Agreement. Client may not use the Software as part of a commercial time-sharing or service bureau operation or in any other resale capacity. Client may use the Documentation solely in support of the Software.

C.   This Agreement does not convey to Client title or ownership of the Software and Documentation, but only a right of limited use in accordance with this Agreement. All terms and conditions of this Agreement are material terms of the license granted by this Agreement.

D.   The source code version of the CGI Software is installed during implementation; however, the Client's right to access and use such source code shall be pursuant to a source code license arrangement made available to the Client as a maintenance customer under the separate maintenance agreement executed between CGI and Client. Client is otherwise prohibited from using the source code under this Agreement.

2.   LICENSE FEE

A.   As compensation for the license provided under this Agreement, Client will pay the license fees in accordance with *Exhibit A*.

B.   Client is a tax exempt entity and will provide CGI a copy of Client's tax exemption certificate. If Client's tax exempt status is modified or revoked during the term of this Agreement, Client agrees to pay directly or reimburse CGI for any taxes arising out of this Agreement or CGI's performance under this Agreement, excluding taxes on CGI's net income and all employer reporting and payment obligations with respect to its personnel.

C.   All fees and expenses are to be paid to CGI in United States Dollars, by wire transfer of funds to an account designated by CGI or by check sent to Bank of America, c/o CGI Technologies and Solutions Inc. at 12907 Collections Center Drive, Chicago, IL 60693. CGI's invoices are due and payable in full within thirty (30) calendar days from the date of the invoice.

CGI

3. NONDISCLOSURE

A. "Confidential Information" means any and all information which is confidential or a trade secret and is furnished or disclosed to Client under this Agreement. The Software and Documentation are Confidential Information of CGI. Confidential Information includes information that is marked as "proprietary," "confidential" or "trade secret", or in some other manner to indicate it is confidential or a trade secret. See WV96a Agreement Addendum for Software, Section 20 Confidentiality.

B. Confidential Information will remain the property of CGI, and Client will not be deemed by virtue of this Agreement or any access to CGI's Confidential Information to have acquired any right, title or interest in or to the Confidential Information. Client agrees: (i) to hold the Confidential Information in strict confidence; (ii) to limit disclosure of the Confidential Information to Client's own employees having a need to know the Confidential Information for the purposes of this Agreement; (iii) not to disclose any Confidential Information to any third party; (iv) to use the Confidential Information solely and exclusively in accordance with the terms of this Agreement in order to carry out its obligations and exercise its rights under this Agreement; and (v) to notify CGI promptly of any unauthorized use or disclosure of the Confidential Information and to cooperate with and assist CGI in every reasonable way to stop or minimize such unauthorized use or disclosure.

C. Client agrees that if a court of competent jurisdiction determines that Client has breached, or attempted or threatened to breach, its confidentiality obligations to CGI or CGI's proprietary rights, money damages will not provide an adequate remedy. Accordingly, CGI will be entitled to seek appropriate injunctive relief and other measures restraining further attempted or threatened breaches of such obligations. Such relief or measures will be in addition to, and not in lieu of, any other rights and remedies available to CGI.

D. If the receiving party receives a subpoena or other valid administrative or judicial notice, or in the case of the Client a request under the West Virginia Freedom of Information Act, requesting the disclosure of the furnishing party's Confidential Information, the receiving party will promptly notify the furnishing party. If requested, the receiving party will provide reasonable cooperation to the furnishing party in resisting or limiting the disclosure at the furnishing party's expense. 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 all commercially reasonable efforts to secure confidential treatment of any materials disclosed.

4. PERMISSION TO COPY THE SOFTWARE

A. Client may copy the Software for back-up and archival purposes. Client may copy the Documentation to support Client's licensed use of the Software in accordance with this Agreement, subject to any restrictions specified in *Exhibit A*. Any copies Client makes of the Software or Documentation, in whole or in part, are CGI's property.

B. Client agrees not to reverse engineer, decompile, disassemble or extract, as applicable, any ideas, algorithms or procedures from the Software or Documentation for any reason.

CGI

C.   Client agrees to reproduce and include CGI's copyright, trademark. and other proprietary rights notices on any copies of the Software and Documentation, including partial copies and copied materials in derivative works.

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5.   LIMITED WARRANTIES AND REMEDIES FOR BREACH OF WARRANTY

A.   CGI warrants that, during the Warranty Period specified in *Exhibit A*, performance of the Software will not deviate materially from its specifications as identified in *Exhibit A* (the "Specifications"). A material deviation of the Software from its Specifications is referred to in this Agreement as an "Error." If Client believes there has been a breach of this warranty it must notify CGI in writing within the Warranty Period describing the Error in sufficient detail to enable CGI to recreate it. If there has been a breach of this warranty, then CGI's sole obligation, and Client's exclusive remedy, will be for CGI to correct or modify the Error at no charge. CGI may investigate and correct breaches of warranty at CGI's offices to the extent possible. If Client requires CGI to travel to Client's place of business to correct a breach of warranty that could have reasonably been corrected at CGI's place of business, Client will reimburse CGI for the reasonable travel time and reimbursable expenses of CGI's personnel. If a reported breach of warranty is attributable to a cause other than a breach of this warranty, then CGI will be entitled to payment for its investigation and correction efforts on a time and materials basis at CGI's then-current rates.

B.   CGI warrants that the Software and Documentation do not infringe any third party copyrights, patents or trade secrets that exist on the Effective Date and that arise or are enforceable under the laws of the United States of America.

(1)   If a third party brings an action against Client making allegations that, if true, would constitute a breach of this warranty, then CGI will, at its own expense and subject to the provisions of Section 7.B, defend, indemnify and hold Client harmless in such proceeding, and CGI will pay all settlements, costs, damages and legal fees finally awarded.

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

This Section 5.B states CGI's entire obligation to Client and Client's exclusive remedy with respect to any claim of infringement and is in lieu of any implied warranties of non-infringement or non-interference with use and enjoyment of information.

C.   CGI is not responsible for any claimed breaches of the foregoing warranties caused by: (i) modifications made to the Software or Documentation by anyone other than CGI and its subcontractors working at CGI's direction; (ii) the combination, operation or use of the Software or Documentation with any items that CGI did not supply; (iii) Client's failure to use any new or corrected versions of the Software or Documentation made available by CGI; or (iv) CGI's adherence to Client's specifications or instructions.

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D. CGI does not warrant that the Software will be error-free or that its operation will be uninterrupted. Client acknowledges that it is responsible for the results obtained from use of the Software, including without limitation the completeness, accuracy and content of such results.

E. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INTEGRATION, PERFORMANCE AND ACCURACY AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

6. LIMITATION OF LIABILITY

A. See WV96a Agreement Addendum for Software, Section 13, Limitation of Liability.

B. See WV96a Agreement Addendum for Software, Section 13, Limitation of Liability.

C. The foregoing limitations do not apply to the payment of settlements, costs, damages and legal fees referred to in Sections 5.B(1) or 7.A. The limitations of liability set forth in this Section 6 will survive and apply notwithstanding the failure of any limited or exclusive remedy for breach of warranty set forth in this Agreement.

7. INDEMNIFICATION

A. CGI will, at its own expense and subject to the provisions of Section 7.B, defend, indemnify and hold Client harmless from and against all liabilities, claims, losses, damages, costs and expenses (including reasonable attorneys' fees) for personal injury and damage to tangible property to the extent arising out of CGI's negligence or intentional tortious conduct.

B. CGI's indemnification obligations specified in this Agreement are conditioned upon the Client promptly notifying CGI in writing of the proceeding, providing CGI a copy of all notices received by Client with respect to the proceeding, cooperating with the CGI in defending or settling the proceeding, and allowing CGI to control the defense and settlement of the proceeding, including the selection of attorneys. The Client may observe the proceeding and confer with CGI at its own expense.

8. TERMINATION

A. See WV96a Agreement Addendum for Software, Section 14. If CGI believes that the Client has materially failed to perform a fundamental obligation under this Agreement (a "Breach"), then CGI may provide written notice directed to the Client describing the alleged Breach in reasonable detail and containing a reference to this Section 8.A. If the Client does not, within thirty (30) calendar days after receiving such written notice, either (i) cure the Breach or (ii) if the Breach is not one that can reasonably be cured within thirty (30) calendar days, develop a plan to cure the Breach and diligently proceed according to the plan until the Breach has been cured, then CGI party may terminate this Agreement for cause by written notice to the Client. If Client breaches the restrictions imposed under Section 1 or its nondisclosure obligations under Section 3, CGI will have the right, without affecting any other rights and remedies CGI may have, to terminate

this Agreement immediately upon written notice to Client. Termination of this Agreement will be in addition to, and not in lieu of, other remedies available to the terminating party under this Agreement.

B.   Within thirty (30) calendar days after the expiration or termination of this Agreement for any reason, Client must, at CGI's option, either deliver to CGI or destroy the original and all copies (including partial copies) of the Software, the Documentation, all CGI Confidential Information, and any other materials provided by CGI under this Agreement, including copied portions contained in derivative works, and certify in writing to CGI that Client has fully performed its obligations under this paragraph.

C.   Any provision of this Agreement that imposes or contemplates continuing obligations on a party will survive the expiration or termination of this Agreement, including but not limited to Sections 3 and 6.

9.   LAW AND DISPUTES

A.   See WV96a Agreement Addendum for Software, Section 1 Disputes and Section 3 Governing Law.

B.   See WV96a Agreement Addendum for Software, Section 1 Disputes.

C.   At the written request of either party, the parties will attempt to resolve any dispute arising under or relating to this Agreement through the informal means described in this Section 9.C. Each party will appoint a senior management representative who does not devote substantially all of his or her time to performance under this Agreement. The representatives will furnish to each other all non-privileged information with respect to the dispute that the parties believe to be appropriate and germane. 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.

D.   No proceeding, regardless of form, arising out of or related to this Agreement may be brought by either party more than two (2) years after the accrual of the cause of action, except that (i) proceedings related to violation of a party's proprietary rights or any duty to protect Confidential Information may be brought at any time within the applicable statute of limitations, and (ii) proceedings for non-payment may be brought up to two (2) years after the date the last payment was due.

10.   GENERAL

A.   Any legal notice or other communication required or permitted to be made or given by either party pursuant to this Agreement will be in writing, in English, and will be deemed to have been duly given: (i) five (5) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; (ii) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of the notice is promptly sent by another means

CGI

specified in this section; or (iii) when delivered if delivered personally or sent by express courier service. All notices will be sent to the other party at its address as set forth below or at such other address as the party may specify in a notice given in accordance with this section.

In the case of Client:	with a copy of legal notices to:
West Virginia Enterprise Resource Planning Board 1900 Kanawha Boulevard, East State Capitol, Building 1, Room W-100 Charleston, WV 25305 Attn: Todd Childers Fax (304) 558-5200 Phone: (304)380-0186 email: Todd.Childers@wvsao.gov	Attn: _____ Fax: _____ Phone: _____
In the case of CGI:	with a copy of legal notices to:
CGI Technologies and Solutions Inc. 11325 Random Hills Road Fairfax, Virginia 22030 Attn: Daniel A. Keene, Vice President Phone: 703-267-8000 Fax: 703-267-8641	CGI Technologies and Solutions Inc. 11325 Random Hills Road, 8th Floor Fairfax, Virginia 22030 Attn: Office of General Counsel Fax: 703-267-7288

B.   Neither party shall be liable for any damages for delays or failure in performance under the Agreement caused by acts or conditions beyond its reasonable control, without its fault or negligence, which could not have reasonably foreseen or prevented by reasonable precautions. Such acts or conditions (each a "Force Majeure") shall include, but not be limited to: acts of God or of the public enemy; civil war; insurrections or riots; acts of war; acts of government; acts of terrorism; fires; floods; storms; explosions; earthquakes or accidents; unusually severe weather; epidemics or public health restrictions; strikes or labor troubles causing cessation, slowdown or interruption of work; failures or fluctuations in electrical power, heat, light, air conditioning or telecommunication equipment; and other similar events, or any event referred to above preventing a subcontractor from performing its obligations under a subcontract. In the event of a Force Majeure, (i) the party experiencing the Force Majeure shall exercise due diligence in endeavoring to overcome any Force Majeure impediments to its performance and shall provide prompt notice to the other party of the Force Majeure; and (ii) the time for performance shall be extended by a period equal to the delay caused by the Force Majeure and, if warranted, the fees payable to CGI shall be equitably adjusted.

C.   Client may not assign or otherwise transfer this Agreement without CGI's prior written consent, which will not be unreasonably withheld. Any purported assignment in violation of the preceding sentence will be void. This Agreement will be binding upon the parties' respective successors and permitted assigns.

D.   This Agreement constitutes the entire agreement between the parties, and supersedes all other prior or contemporaneous communications between the parties (whether written or oral) relating to the subject matter of this Agreement. See WV96a Agreement Addendum for Software, Section 21 Amendments.

E.   The provisions of this Agreement will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. In addition, if any provision of this Agreement, for any reason, is declared to be unenforceable, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the parties.

F.   No failure or delay by a party in exercising any right, power or remedy will operate as a waiver of that right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party. If a party waives any right, power or remedy, the waiver will not waive any successive or other right, power or remedy the party may have under this Agreement.

G.   During the term of this Agreement and for twelve (12) months after its expiration or termination, neither party will, either directly or indirectly, solicit for employment or employ (except as permitted below) by itself (or any of its Affiliates) any employee of the other party (or any of its Affiliates) who was involved in the performance of the party's obligations under this Agreement, unless the hiring party obtains the written consent of the other party. For purposes of this provision, "Affiliate" means any other entity that directly or indirectly controls, or is under common control with, or is controlled by, the party. The foregoing provision will not (i) prohibit a general solicitation of employment in the ordinary course of business or prevent a party from employing any employee who contacts such party as a result of such a general solicitation; or (ii) be read so as to limit employment opportunities to an extent that would not be permitted under applicable law (e.g., California law).

H.   The Exhibits referred to in and attached to this Agreement are made a part of it as if fully included in the text.

Each party has caused its authorized representative to execute this Agreement as of the Effective Date.

CGI Technologies and Solutions Inc. (CGI)   The State of West Virginia (Client)

By: _Caroline H. Rapking_

Name: Caroline H. Rapking

Title: Vice President – Global Public Sector   (See Attached Signature Page)

Date: December 1, 2011

EXHIBIT A

CGI Technologies and Solutions Inc.
Proprietary Software License Agreement

1. **Licensed Software.** CGI is licensing to Client the following computer software components, comprising the Software:

    AMS Advantage® Financial Management System 3 (Linux. Oracle) including the following modules:

    > Financial Management Base System
    > Project and Grants Management
    > Treasury Accounting
    > Cost Allocation
    > Asset Management
    > Grants lifecycle

    AMS Advantage Procurement System including the following modules:

    > Procurement Manager
    > Vendor Self Service – VSS
    > Inventory Management

    AMS Advantage Performance Budgeting:

    > Budget Formulation
    > Salary and Benefit Forecasting
    > Budget Book Publishing
    > Performance Budgeting

    AMS Advantage Human Resource Management System including the following modules:

    > Human Resources
    > Payroll Management
    > Payroll Accounting Management
    > Position Control
    > Employee Self Service
    > Benefits Administration

    AMS infoAdvantage
    > AMS infoAdvantage Server Bundle
    > Dashboard

    CGI is providing to Client one (1) copy of the Software on machine-readable media.

2. **Licensed Documentation.** The Specifications for the Software are as set forth in the following documentation which CGI will deliver to Client. and which is collectively referred to in this Agreement as the "Documentation":

    > Web-based Advantage Financial – VSS System Administration Guide
    > Web-based Advantage Financial – Vendor Self Service Users Guide
    > Web-based Advantage Financial – Users Guide

Web-based Advantage Financial – Upgrade Overview Guide
Web-based Advantage Financial – Upgrade Manager User Guide
Web-based Advantage Financial – Treasury Accounting User Guide
Web-based Advantage Financial – System Overview
Web-based Advantage Financial – System Administration Guide
Web-based Advantage Financial – Procurement User Guide
Web-based Advantage Financial – Performance Tuning
Web-based Advantage Financial – Global Attributes User Guide
Web-based Advantage Financial – Getting Started Guide
Web-based Advantage Financial – Fixed Assets User Guide
Web-based Advantage Financial – Financial System Administration Guide
Web-based Advantage Financial – Developer Guide
Web-based Advantage Financial – Administration Installation Guide Part 5
Web-based Advantage Financial – Administration Installation Guide Part 3
Web-based Advantage Financial – Administration Installation Guide Part 2
Web-based Advantage Financial – Administration Installation Guide Part 1
Web-based Advantage HRM – User Guide
Web-based Advantage HRM – Upgrade Overview Guide
Web-based Advantage HRM – System Overview Guide
Web-based Advantage HRM – System Administration Guide
Web-based Advantage HRM – Performance Tuning Guide
Web-based Advantage HRM – Payroll Engine System Admin Guide
Web-based Advantage HRM – Payroll Engine Developer Guide
Web-based Advantage HRM – HRM System Administration Guide
Web-based Advantage HRM – HRM Installation Guide Part 4
Web-based Advantage HRM – HRM Installation Guide Part 1
Web-based Advantage HRM – Getting Started Guide
Web-based Advantage HRM – ESS User Guide
Web-based Advantage HRM – Developer Guide
Web-based Advantage HRM – Administration Installation Guide Part 3
Web-based Advantage HRM – Administration Installation Guide Part 2
Web-based Advantage HRM – Administration Installation Guide Part 5
Web-based Advantage HRM – 2004 Tax Reporting Supplement
infoAdvantage – Installation Guide
infoAdvantage – Budget Structure ETL Guide
infoAdvantage – Developer Guide
infoAdvantage – Universes Reports Guide
infoAdvantage – System Administration Guide
3rd Party Documentation as applicable

The Documentation is included with the Software on machine-readable media.

3.   **License Type.** The Software is licensed to Client on the following basis:

Site License. Client is permitted to use the Software at the computer facility or facilities listed below with the exception of AMS infoAdvantage which is a named user license (or server license if Server Bundle). In the event of the failure of the computers at the listed location(s), Client may use the Software at a back-up computer facility in the same country until operations at the primary facility have been restored.

WVOT Data Center

Capitol Complex
1900 Kanawha Blvd East
Building 6, Room B-110
Charleston, WV 253045

OR

Braxton Technology Center
89 Richard D. Minnich Drive STE 103
Sutton, WV 26601

Additionally, Client may use the Software at CGI's data center at 10007 South 51ˢᵗ Street, Phoenix, AZ 85044, as defined in the Contract effective December 5, 2011 for the period of time specified in the corresponding Statement of Work.

Server License. Client is permitted to use the Software on servers.

Should Client desire to use the Software for additional named users or at additional facilities, as the case may be, Client may purchase additional licenses at CGI's then-current prices.

4. **Work That May Be Processed.** Client may only use the Software to process Client's own work. CLIENT MAY ONLY USE THE AMS infoADVANTAGE SOFTWARE WITH AMS ADVANTAGE DATABASES.

5. **License Fee.** The license specified in Section 1 of this Exhibit is granted to Client for a License Fee of $5,091,053.

Licensed Software	License Fee
Previously Licensed CGI Software	N/A
AMS Advantage Software specified in Section 1 of this Exhibit	$5,091,053
Bundled Software Products	$2,757,950
Total License Fees	$7,849,003

The License Fee is payable as follows:

> 100% upon execution of this Agreement

CGI shall submit invoices to the following:

Mr. Todd Childers, CPA, MPA
WV OASIS Project Director
1615 Washington Street, East, Suite 301
Charleston, WV 25301

6. **Warranty Period.** The Warranty Period for the Software referred to in section 5.A of this Agreement is a period of three (3) months beginning on the date CGI has successfully completed CGI's standard installation test following delivery of the Software to the Client.

7. **Bundled Software Products.** Included in the license fees set forth in Section 5 of this Exhibit A are the license fees for certain bundled software products (the "Bundled Software Products") required to be used in connection with the Software. CGI is providing the following Bundled Software Products to Client:

Adobe Present Central Pro - 2 production and 1 non-production printer output licenses

Adobe Present Output Designer – 2 Named User Licenses

Adobe Framemaker – 4 Named User Licenses

Adobe RoboHelp® Office – 2 Named User Licenses

Borland SilkPerformer (600 1 week – 300 1 week) – 1 Named User License *[Governed by Shrink-wrap License]*

Business Objects Enterprise Unrestricted Bundle – 4 CPU Premium License

- Business Objects Web Intelligence Server – 4 CPU, Unlimited Users
- Broadcast Agent Scheduler – 4 CPU. Unlimited Users
- Broadcast Agent Publisher – 4 CPU. Unlimited Users
- Business Objects Designer – 4 CPU. Unlimited Users
- Business Objects Supervisor – 4 CPU, Unlimited Users

Convey Compliance Systems 1099 Convey – Desktop, 20.000 1099s processed annually *[Governed by Shrink-wrap License]*

Crystal Xcelsius Enterprise Developer – 10 Named User Licenses *[Governed by Shrink-wrap License]*

Delta XML Limited DeltaXML – 1 Site License

Finite Matters PatternStream – 1 Named User License

HP System Reporter – 2 SAN Licenses *[Governed by Shrink-wrap License]*

HP Recovery Manager Oracle – 2 SAN Licenses *[Governed by Shrink-wrap License]*

HP Recovery Manager vSphere – 2 SAN Licenses *[Governed by Shrink-wrap License]*

IBM WebSphere Network Deployment Edition – 3780 IBM Processor Value Units

IBM WebSphere Standard Edition – 800 IBM Processor Value Units

IBM WebSphere Process Server – 70 IBM Processor Value Units

JIRA – 30 Named User Licenses *[Governed by Shrink-wrap License]*

McAfee Antivirus – 25 Servers *[Governed by Shrink-wrap License]*

Meridian Knowledge Centre® Suite – 50,000 Employees

Micro Focus Net or Server Express Developer (Linux) – 4 Named User Licenses

Micro Focus Application Server (production and non-production)(Linux) – 50.000 Employees

Oracle Database Enterprise Edition – 108 Processors *[Governed by Shrink-wrap. License]*

Oracle Partitioning – 108 Processors *[Governed by Shrink-wrap License]*

Oracle Real Application Clusters One Node – 12 Processors *[Governed by Shrink-wrap License]*

Oracle Diagnostics Pack – 108 Processors *[Governed by Shrink-wrap License]*

Oracle Tuning Pack – 108 Processors *[Governed by Shrink-wrap License]*

Perforce - 15 Named User Licenses *[Governed by Shrink-wrap License]*

Pervasive® Data Integrator Pro Developer™ - 5 Pack Named User License

Pervasive Data Integrator Pro Engine™ (production and non-production) - 2 Cores License (multi-threaded)

Pervasive Data Integrator Universal Edition Developer – 2 Named User Licenses

Pitney Bowes – 1 Site License *[Governed by Shrink-wrap License]*

Red Hat Enterprise Linux – 41 OSIs *[Governed by Shrink-wrap License]*

Versata Logic Server – 1 Site License

Versata Logic Studio – 4 Named User Licenses
VMWare vSphere Enterprise – 22 CPUs *[Governed by Shrink-wrap License]*
VMWare vCenter Server – 2 SAN Licenses *[Governed by Shrink-wrap License]*
VMWare vCenter Site Recovery Manager – 23 VMs *[Governed by Shrink-wrap License]*
Windows Server 2008 R2 – 25 OSIs

All rights of Client in and to the Bundled Software Products will be governed by the terms and conditions of this Agreement, unless otherwise specified above. The terms of the WV-96A Agreement Addendum for ERP Software (Rev. 11/11) shall prevail in the event of any conflicts and CGI will indemnify the State for claims by a Bundled Software licensor as a result of the WV-96A Agreement Addendum for ERP Software (Rev. 11/11) taking precedence over the terms in the applicable Shrink-Wrap License above. CGI does not itself give or make any warranty of any kind with respect to the Bundled Software Products. Changes in the Software which CGI may make from time to time may make it necessary for Client to acquire, at its own expense, updated versions of the Bundled Software Products or additional Bundled Software Products.

8. **Additional Terms.** Once the Talent Management module, powered by the hosted version Enterprise, within the AMS Advantage Human Resource Management System, has been live in a production environment for a period of one (1) year, Client shall have the option to convert to an on-site license of Enterprise to be located at Client's site. If Client elects this option, it shall provide seven (7) months prior written notice to CGI and acknowledges that there will be additional third party software licensing, hardware, conversion and support costs, as well as additional requirements in connection with converting to a Managed On-Site Enterprise license.

AGREEMENT ADDENDUM FOR ERP SOFTWARE

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.

2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.

3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.

4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.

5. **PAYMENT** - Any references to prepayment are deleted. *Fees for software licenses, subscriptions, or maintenance are payable annually in advance.* Payment *for services* will be in arrears.

6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.

7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.

8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.

9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.

10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.

11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.

12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.

13. **LIMITATION OF LIABILITY** - *The Vendor's liability to the State, and its indemnification of the State for actual direct damages resulting from any acts or omissions attributable to the Vendor under this contract resulting from this RFP, shall be limited, in the aggregate for all claims, to two(2) times the value of this contract. This limitation applies to all causes of action, including without limitation, breach of contract, breach of warranty, negligent acts, but specifically shall not apply to criminal acts, intentional torts or fraudulent conduct of the Vendor. The State will not indemnify the Vendor for damages caused by the Vendor's own actions or negligence, or those of third parties. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.*

14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination. *In such event, Agency will not be entitled to a refund of any software license, subscription of maintenance fees paid.*

15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.

16. **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.

17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.

18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.

19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.

20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.

21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

STATE OF WEST VIRGINIA

VENDOR: CGI Technologies and Solutions Inc.

Signed: _Caroline H. Rapkin_

Title: Vice President - Global Public Sector

(See Attached Signature Page)

Date: December 1, 2011

Approved as to form prior to signature this 16th day of November, 2011 by _David Wayfield_ , Deputy Attorney General

Amendment No. 1 to the
Proprietary Software License Agreement Between
CGI Technologies and Solutions Inc.
and the West Virginia Enterprise Resource Planning Board
on behalf of the State of West Virginia

This Amendment No. 1 (Amendment 1) is dated July 15, 2013 pursuant to the Proprietary Software License Agreement between the West Virginia Enterprise Resource Planning Board on behalf of the State of West Virginia (the "State") and CGI Technologies and Solutions Inc. ("CGI"), and is effective December 5, 2011 ("Effective Date").

WHEREAS, the State and CGI have agreed to certain changes to Proprietary Software License Agreement Exhibit A, to remove certain Software licenses from the Bundled Software Products;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

I. Section 7 of the Proprietary Software License Agreement Exhibit A, Bundled Software Products, is hereby modified to delete the license for Meridian Learning Knowledge Center® Suite.

Except as modified by this Amendment 1, all provisions of the original Contract remain in full force and effect.

(remainder of page intentionally blank)

Each party has caused its authorized representative to execute this Amendment 1 as of the Effective Date.

CGI Technologies and Solutions Inc.

West Virginia Enterprise Resource Planning Board on behalf of the State of West Virginia

By: _____

By: _____

Name: Daniel Keene

Name: Earl Ray Tomblin

Title: Vice President, Consulting Services

Title: Governor

By: _____

Name: Glen B. Gainer, III

Title: State Auditor

By: _____

Name: John D. Perdue

Title: State Treasurer

Amendment No. 2 to the
Proprietary Software License Agreement Between
CGI Technologies and Solutions Inc.
and the West Virginia Enterprise Resource Planning Board
on behalf of the State of West Virginia

This Amendment No. 2 ("Amendment 2") is dated September 30, 2013 pursuant to the Proprietary Software License Agreement between the West Virginia Enterprise Resource Planning Board on behalf of the State of West Virginia (the "State") and CGI Technologies and Solutions Inc. ("CGI"), and is effective December 5, 2011 ("Effective Date").

WHEREAS, the State and CGI have agreed to certain changes to Proprietary Software License Agreement Exhibit A, to add certain Software licenses to the Bundled Software Products;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

I.   Section 1 of the Proprietary Software License Agreement Exhibit A, <u>Licensed Software,</u> is hereby modified to add:

      CGI Advantage Performance Budgeting (Budget Formulation and Performance Budgeting only – excludes Salary and Benefit Forecasting) for Capital Program Management System (CPMS).

II. Section 5 of the Proprietary Software License Agreement Exhibit A, <u>Licensed Fee,</u> is hereby increased by $66,528 as follows:

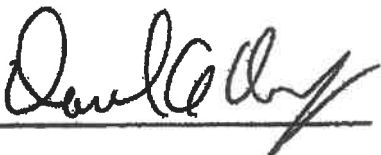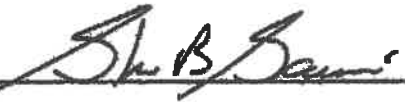| Licensed Software	License Fee
Previously Licensed CGI Software	N/A
CGI Advantage Software specified in Section 1 of this Exhibit	$5,157,581
Bundled Software Products	$2,757,950
Total License Fees	$7,915,531

Except as modified by this Amendment 2, all provisions of the original Contract remain in full force and effect.

(remainder of page intentionally blank)

Each party has caused its authorized representative to execute this Amendment 2 as of the Effective Date.

CGI Technologies and Solutions Inc.

By: _____

Name: Daniel Keene

Title: Vice President, Consulting Services

West Virginia Enterprise Resource Planning Board on behalf of the State of West Virginia

By: _____

Name: Earl Ray Tomblin

Title: Governor

By: _____

Name: Glen B. Gainer, III

Title: State Auditor

By: _____

Name: John D. Perdue

Title: State Treasurer

CGI

EXHIBIT B to Amendment 9

CGI Technologies and Solutions Inc.
Proprietary Software License Agreement

1. **Licensed Software.** CGI is licensing to Client the following computer software components comprising the Software:

   CGI Advantage® Financial Management System 3 (Linux, Oracle) including the following modules:
   > Financial Management Base System
   > Project and Grants Management
   > Treasury Accounting
   > Cost Allocation
   > Asset Management
   > Inventory Management
   > Grant Lifecycle Management

   CGI Advantage Procurement System including the following modules:
   > Advantage Procurement Professional
   > Vendor Self Service (VSS)

   CGI Advantage Performance Budgeting:
   > Budget Formulation
   > Salary and Benefit Forecasting
   > Budget Book Publishing
   > Performance Budgeting

   CGI Advantage Human Resource Management System including the following modules:
   > Advantage Human Resource Base System
   > Payroll Management
   > Payroll Accounting Management
   > Position Control
   > Employee Self Service
   > Benefits Administration

   CGI InfoAdvantage
   > CGI InfoAdvantage Server Bundle
   > CGI InfoAdvantage
   > InfoAdvantage Dashboard

   CGI is providing to Client one (1) copy of the Software on machine-readable media.

2. **Licensed Documentation.** The Specifications for the Software specified in Section 1 of this Exhibit, are as set forth in the documentation available for download on the CGI website (https://sc.cgi.com/advantage/) or packaged with the Software installation; referred to in this Agreement as the "Documentation."

   Documentation for Bundled or Additional Third Party Software is available on the applicable third party website.

3. **License Type.** The Software is licensed to Client on the following basis:

   Site License. Client is permitted to use the Software at the computer facility or facilities

CGI

listed below with the exception of CGI InfoAdvantage, which is a named user license (or server license if Server Bundle). In the event of the failure of the computers at the listed location(s), Client may use the Software at a back-up computer facility in the same country until operations at the primary facility have been restored.

WVOT Data Center
Capitol Complex
1900 Kanawha Blvd
East Building 6, Room B-110
Charleston, WV 253045

OR

Braxton Technology Center
89 Richard D. Minnich Drive, STE 103
Sutton, WV 26601

Additionally, Client may use the Software at CGI's data center at 10007 South 51st Street, Phoenix, AZ 85044 as defined in the Contract effective December 5, 2011 for the period of time specified in the corresponding Statement of Work.

Should Client desire to use the Software for additional named users or at additional facilities, Client may purchase additional licenses at CGI's then-current prices.

4. **Work that May be Processed.** Client may only use the Software to process Client's own work. CLIENT MAY ONLY USE THE CGI InfoADVANTAGE SOFTWARE WITH CGI ADVANTAGE DATABASES.

5. **License Fee.** The licenses specified in Section 1 and Section 7 of this Exhibit B, have been granted to Client for License Fees previously paid. New License fees for Bundled Software Products noted in Section 6 of this Exhibit are included in Attachment A. The Software added with this Amendment is accepted upon execution of this Amendment.
    CGI shall submit invoices to the following:
    Mr. Kent Hartsog
    WV OASIS Project Director
    312 Maccorcle Ave
    Charleston, WV 25314

6. **Warranty Period.** The Warranty Period for the Software referred to in Section 1 of this Agreement is a period of three (3) months beginning on the date CGI has successfully completed CGI's standard installation test following delivery of the Software to the Client.

7. **Bundled Software Products.** Included in the license fees set forth in Section 5 of this Exhibit B is the license fees for certain bundled software products (the "Bundled Software Products") required to be used in connection with the Software. CGI is providing the following Bundled Software Products to Client:

    Adobe RoboHelp® Office - 2 Named User Licenses

    Borland SilkPerfomer - 600 users 1 week, 300 users 1 week *[Governed by Shrink-wrap License]*

    Business Objects Enterprise & WebIntelligence Unrestricted Bundle - 4 CPU Premium License

CGI

SAP Business Objects Xcelsius Enterprise Interactive Viewing Unrestricted - 4 CPU
SAP Business Objects Xcelsius Enterprise Designer Unrestricted - 10 Named Users
[Governed by Shrink- wrap License]

Convey Compliance Systems 1099 Convey- Desktop, 20,000 1099s processed annually
[Governed by Shrink-wrap License]

Delta XML Limited DeltaXML - 1 Site License

Microsoft Windows Server 2012 Datacenter – 3
Microsoft Windows Server 2012 Standard Edition – 2

MapQuest – Enterprise Edition

IBM WebSphere Application Server Standard Edition - 800 IBM PVU

Micro Focus Server Express Developer (Linux) - 4 Named User Licenses
Micro Focus Server for COBOL Production & Non Production (Linux) – <50,000
Employees

Oracle Database Enterprise Edition - 108 Processors *[Governed by Shrink-wrap License]*
Oracle Partitioning- 108 Processors *[Governed by Shrink-wrap License]*
Oracle Real Application Clusters One Node- 108 Processors *[Governed by Shrink-wrap License]*
Oracle Diagnostics Pack- 108 Processors *[Governed by Shrink-wrap License]*
Oracle Tuning Pack- 108 Processors *[Governed by Shrink-wrap License]*
Perforce- 15 Named User Licenses *[Governed by Shrink-wrap License]*

Pervasive® Data Integrator Pro Developer TM - 5 Pack Named User License
Pervasive Data Integrator Pro Engine TM (production and non-production) - 2 Cores
License (multi-threaded)
Pervasive Data Integrator Universal Edition Developer - 2 Named User Licenses
Data Integrator Universal Edition Engine – 2 Licenses (2 core each)

Pitney Bowes Universal Address Module – Production and non-production – Unlimited
Users – 1 License *[Governed by Shrink-wrap License]*

RedHat Enterprise Linus - SVR Premium Subscription - 1-2 SKT 1 Guest - 10
Red Hat - SVR Premium Subscription - 1-2 SKT U/L Guests - 4

Versata Logic Server - 1 Site License
Versata Logic Studio - 4 Named User Licenses

Newly Added with this Amendment

CGI

IBM WebSphere App Server Network Deployment – 350 PVU Full Capacity
RedHat JBoss with Management – Premium – Production – 2-core
RedHat JBoss with Management – Premium – Non- Production – 2-core
[RedHat JBOSS Terms provided as Attachment 2 to Exhibit B]

Eclipse BIRT Engine – Production – 2-Core
Eclipse BIRT Engine – Non-Production – 2-Core
Unlimited copies of BIRT Designer are included with BIRT Modules

Upgraded with this Amendment

IBM WebSphere App Server Network Deployment - 5250 PVU Full Capacity
[IBM Terms provided as Attachment 1 to Exhibit B]

Additional Changes with this Amendment

JIRA - 250 Named User Licenses *[Governed by Shrink-wrap License]*
Downgrading from 500 – 250 Users

Licensed Bundled Software Products with Cancelled Maintenance Services

Adobe Framemaker – 4 Named User Licenses – maintenance services cancelled December 2014

Finite Matters PatternStream – 1 Named User License – maintenance services cancelled December 2014

OpsHub Sync Pac – 0-250 Users – maintenance services cancelled March 2016

IBM WebSphere Process Server for Multi Platforms - 70 IBM PVU – maintenance services cancelled March 2016

JEMH Plugin for JIRA, 100-500 Users Upgrade Commercial License – maintenance services cancelled March 2016

McAfee Antivirus - 26 Users – maintenance services cancelled March 2016

Adobe Present Central Pro - 2 production and 1 non-production printer output licenses – maintenance services cancelled June 30, 2016

Adobe Present Output Designer - 2 Named User Licenses - maintenance services cancelled June 30, 2016

All rights of Client in and to the Bundled Software Products will be governed by the terms and conditions of this Agreement, unless otherwise specified above. The terms of the WV -96A Agreement Addendum for ERP Software (Rev. 11/11) shall prevail in the event of any conflicts and CGI will indemnify the State for claims by a Bundled Software licensor as a result of the WV - 96A Agreement Addendum for ERP Software (Rev. 11/11) taking precedence over the terms in the applicable Shrink-Wrap License above. CGI does not itself give or make any warranty of any kind with respect to the Bundled Software Products. In addition, the Bundled Software Products may contain or require the use of open source products. Any open source products incorporated in, or used with, the Software are subject to the applicable open source license agreement. Violation by Client of the additional supplier terms and conditions attached to this Exhibit B may result in termination of Client's right to use the applicable Bundled Software Products under this Agreement. Such termination or changes in the Software which CGI may make from time to time may make it necessary for Client to acquire, at its own expense, updated versions of the Bundled Software Products or additional Bundled Software Products.

CGI

8. **Additional Terms.** Once the Talent Management module, powered by the hosted version Enterprise, within the AMS Advantage Human Resource Management System, has been live in a production environment for a period of one (1) year, Client shall have the option to convert to an on-site license of Enterprise to be located at Client's site. If Client elects this option, it shall provide seven (7) months prior written notice to CGI and acknowledges that there will be additional third party software licensing, hardware, conversion and support costs, as well as additional requirements in connection with converting to a Managed On-Site Enterprise license.

Agreed to and initialed for identification by:

(Client)   (CGI)

Amendment No. 3 to the
Proprietary Software Maintenance Agreement Between
CGI Technologies and Solutions Inc.
and the West Virginia Enterprise Resource Planning Board
on behalf of the State of West Virginia

This Amendment No. 3 ("Amendment 3") is dated September 30, 2013 pursuant to the to the Proprietary Software Maintenance Agreement between the West Virginia Enterprise Resource Planning Board on behalf of the State of West Virginia (the "State") and CGI Technologies and Solutions Inc. ("CGI"), and is effective December 5, 2011 ("Effective Date").

WHEREAS, the State and CGI have agreed to certain changes to Proprietary Software Maintenance Agreement Exhibit A, to add certain Software and Software Maintenance Fees to the annual maintenance fee schedule;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Maintenance Fee. Replace the table in Section 1 of Exhibit A to the Proprietary Software Maintenance Agreement in its entirety the following revised Maintenance Table:

	Maintenance Period	Annual Maintenance Fee
Year 1	December 5, 2011 through December 4, 2012	$1,635,979.49
Year 2	December 5, 2012 through December 4, 2013	$1,759,520.08
Year 2	CGI Advantage Performance Budgeting (Pro-rated 4/12-year September-December 4, 2013)	$4,879.00
Year 3	December 5, 2013 through December 4, 2014	$1,569,974.87
Year 4	December 5, 2014 through December 4, 2015	$1,836,406.52
Year 5	December 5, 2015 through December 4, 2016	$1,836,872.38
Year 6	December 5, 2016 through December 4, 2017	$1,836,355.30
Year 7	December 5, 2017 through December 4, 2018	$1,835,822.70
Year 8	December 5, 2018 through December 4, 2019	$1,835,274.03

2. Software. Add CGI Advantage Performance Budgeting (Budget Formulation and Performance Budgeting only – excludes Salary and Benefit Forecasting and Budget Book Publishing) for Capital Program Management System (CPMS) to the software maintenance list in Section 2 of Exhibit A to the Proprietary Software Maintenance Agreement.
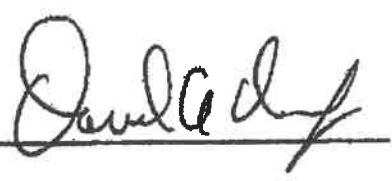
Except as modified by this Amendment 3, all provisions of the original Contract remain in full force and effect.

{remainder of page intentionally blank}

Each party has caused its authorized representative to execute this Amendment 3 as of the Effective Date.

CGI Technologies and Solutions Inc.

By: _____

Name: Daniel Keene

Title: Vice President, Consulting Services

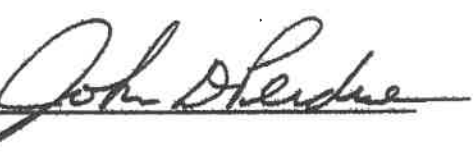West Virginia Enterprise Resource Planning Board on behalf of the State of West Virginia

By: _____

Name: Earl Ray Tomblin

Title: Governor

By: _____

Name: Glen B. Gainer, III

Title: State Auditor

By: _____

Name: John D. Perdue

Title: State Treasurer

Amendment 4 to the Proprietary Software License Agreement
Exhibit A

Replace Exhibit A in its entirety with the following:

1. **Licensed Software**. CGI is licensing to Client the following computer software components comprising the Software:

   CGI Advantage® Financial Management System 3 (Linux, Oracle) including the following modules:
   > Financial Management Base System
   > Treasury Accounting
   > Asset Management
   > Inventory Management
   > Grant Lifecycle Management
   > Advantage 1099 Reporting – Added with this Amendment 14

   CGI Advantage Procurement System including the following modules:
   > Advantage Procurement Professional
   > Vendor Self Service (VSS)

   CGI Advantage Performance Budgeting

   CGI Advantage Human Resource Management System including the following modules:
   > Advantage Human Resource Base System
   > Employee Self Service

   CGI infoAdvantage
   > CGI InfoAdvantage Server Bundle
   > InfoAdvantage
   > infoAdvantage Dashboard

   CGI is providing to Client one (1) copy of the Software on machine-readable media.

2. **Licensed Documentation**. The Specifications for the Software specified in Section 1 of this Exhibit, are as set forth in the documentation available for download on the CGI website (https://sc.cgi.com/advantage/) or packaged with the Software Installation; referred to in this Agreement as the "Documentation."

   Documentation for Bundled or Additional Third Party Software is available on the applicable third party website.

3. **License Type**. The Software is licensed to Client on the following basis:

   Site License. Client is permitted to use the Software at the computer facility or facilities listed below with the exception of CGI infoAdvantage, which is a named user license (or server license if Server Bundle). In the event of the failure of the computers at the listed location(s), Client may use the Software at a back-up computer facility in the same country until operations at the primary facility have been restored.

   > WVOT Data Center
   > Capitol Complex
   > 1900 Kanawha Blvd
   > East Building 6, Room B-110

CGI

Charleston, WV 253045

OR

Braxton Technology Center
89 Richard D. Minnich Drive, STE 103
Sutton, WV 26601

Additionally, Client may use the Software at CGI's data center at 10007 South 51st Street, Phoenix, AZ 85044 as defined in the Contract effective December 5, 2011 for the period of time specified in the corresponding Statement of Work.

Should Client desire to use the Software for additional named users or at additional facilities, Client may purchase additional licenses at CGI's then-current prices.

4. **Work that May be Processed.** Client may only use the Software to process Client's own work. CLIENT MAY ONLY USE THE CGI infoADVANTAGE SOFTWARE WITH CGI ADVANTAGE DATABASES.

5. **License Fee.** The licenses specified in Section 1 and Section 7 of this Exhibit, have been granted to Client for License Fees previously paid. New License fees for Bundled Software Products noted in Section 7 of this Exhibit are **$88,691.14**, which are due and payable upon execution of this Amendment and included in Attachment A. The Software added with this Amendment is accepted upon execution of this Amendment.
   CGI shall submit invoices to the following:
   Mr. Kent Hartsog
   WV OASIS Project Director
   312 Maccorcle Ave
   Charleston, WV 25314

6. **Warranty Period.** The Warranty Period for the Software referred to in Section 1 of this Agreement is a period of three (3) months beginning on the date CGI has successfully completed CGI's standard installation test following delivery of the Software to the Client.

7. **Bundled Software Products.** Included in the license fees set forth in Section 5 of this Exhibit B is the license fees for certain bundled software products (the "Bundled Software Products") required to be used in connection with the Software. CGI is providing the following Bundled Software Products to Client:

   Adobe RoboHelp® Office - 2 Named User Licenses

   Business Objects Enterprise & WebIntelligence Unrestricted Bundle - 4 CPU Premium License

   SAP Business Objects Xcelsius Enterprise Interactive Viewing Unrestricted - 4 CPU
   SAP Business Objects Xcelsius Enterprise Designer Unrestricted - 10 Named Users
   [Governed by Shrink- wrap License]

   Delta XML Limited DeltaXML - 1 Site License
   [Delta XML License Terms provided as Attachment 1 to this Exhibit A]

   Microsoft Windows Server Datacenter Edition -2 cores, Microsoft Qualified, Open

CGI

License, Single Language – 24
Microsoft Windows Server Standard Edition - 2 cores, Open License, Single Language -
16

MapQuest – Enterprise Edition 1,000,000 to 2,500,000 transactions annually
[Governed by Shrink-wrap License]

Micro Focus Server Express Developer (Linux) - 4 Named User Licenses
Micro Focus Server for COBOL Production & Non Production (Linux) – <50,000
Employees
[Micro Focus Terms provided as Attachment 2 to this Exhibit A]

Oracle Database Enterprise Edition - 108 Processors *[Governed by Shrink-wrap License]*
Oracle Partitioning - 108 Processors *[Governed by Shrink-wrap License]*
Oracle Real Application Clusters One Node - 12 Processors *[Governed by Shrink-wrap
License]*
Oracle Diagnostics Pack - 108 Processors *[Governed by Shrink-wrap License]*
Oracle Tuning Pack - 108 Processors *[Governed by Shrink-wrap License]*

Perforce - 15 Named User Licenses *[Governed by Shrink-wrap License]*

Actian (formerly Pervasive) Data Integrator Professional Developer TM - 5 Pack Named
User License
Actian (formerly Pervasive) Data Integrator Professional Engine TM (production and non-
production) - 2 Cores License (multi-threaded)
Actian (formerly Pervasive) Data Integrator Universal Edition Developer - 2 Named User
Licenses
Actian (formerly Pervasive) Data Integrator Universal Edition Engine, Production – 2
Licenses (2 core each)
[Actian Terms provided as Attachment 3 to this Exhibit A]

Pitney Bowes Universal Address Module – Production and non-production – Unlimited
Users – 1 License *[Governed by Shrink-wrap License]*

RedHat Enterprise Linux - Premium Subscription - 1 Guest - 10
Red Hat - Premium Subscription – 4
RedHat JBoss with Management – Premium – Production – 2-core
RedHat JBoss with Management – Premium – Non- Production – 2-core

Versata Logic Server - 1 Site License
Versata Logic Studio - 4 Named User Licenses

Eclipse BIRT Engine – Production – 2-Core
Eclipse BIRT Engine – Non-Production – 2-Core
Unlimited copies of BIRT Designer are included with BIRT Modules
[Eclipse Terms provided as Attachment 5 to this Exhibit A]

JIRA - 250 Named User Licenses *[Governed by Shrink-wrap License}*

Changes to Bundled Software Products with this Amendment
New - RedHat JBoss with Management – Premium – Production – 52-core
New – RedHat JBoss with Management – Premium – Non- Production – 60-core

Trade In - Actian Data Integrator Universal Edition Engine, Production – 2 Licenses (2 core each) for a (1) 4-Core Actian Data Integrator Universal Edition Engine, Production
New - Actian Data Integrator Universal Edition Engine, Production – 4 Core
New - Actian Data Integrator Universal Edition Developer - 2 Named User Licenses

Upgrade - Micro Focus Server for COBOL Production & Non Production (Linux) – <50,000 Employees to Micro Focus Visual COBOL Production & Non Production (Linux) <50,000 employees
Upgrade - Micro Focus Server Express Developer (Linux) - 4 Named User Licenses to Micro Focus Visual COBOL for Eclipse (Linux or Win) – 4 Named Users
New - Micro Focus Lease Server for COBOL Linux - Non Prod 5.1 – 1 license <50,000 employees, expires 12 months after license key is provided
New - Micro Focus Lease Server Express – 1 license, expires 5 months after license key is provided

Client has chosen to discontinue Maintenance Services on the following Bundled Software Products:
Adobe Framemaker – 4 Named User Licenses – maintenance services cancelled December 2014

Finite Matters PatternStream – 1 Named User License – maintenance services cancelled December 2014

OpsHub Sync Pac – 0-250 Users – maintenance services cancelled March 2016
IBM WebSphere Process Server for Multi Platforms - 70 IBM PVU – maintenance services cancelled March 2016

JEMH Plugin for JIRA, 100-500 Users Upgrade Commercial License – maintenance services cancelled March 2016

McAfee Antivirus - 26 Users – maintenance services cancelled March 2016

Adobe Present Central Pro - 2 production and 1 non-production printer output licenses – maintenance services cancelled June 30, 2016
Adobe Present Output Designer - 2 Named User Licenses - maintenance services cancelled June 30, 2016

Borland SilkPerfomer - 600 users 1 week, 300 users 1 week *[Governed by Shrink-wrap License] – Limited time license, no longer active*

Meridian Knowledge Center Suite – 50,000 employees– maintenance cancelled in Amendment 2.

Convey Compliance Systems 1099 Convey- Desktop, 20,000 1099s processed annually – *Cancelled with this Amendment 14*

All rights of Client in and to the Bundled Software Products will be governed by the terms and conditions of this Agreement, unless otherwise specified above. The terms of the WV -96A Agreement Addendum for ERP Software (Rev. 11/11) shall prevail in the event of any conflicts and CGI will indemnify the State for claims by a Bundled Software licensor as a result of the WV -

CGI

96A Agreement Addendum for ERP Software (Rev. 11/11) taking precedence over the terms in the applicable Shrink-Wrap License above. CGI does not itself give or make any warranty of any kind with respect to the Bundled Software Products. In addition, the Bundled Software Products may contain or require the use of open source products. Any open source products incorporated in, or used with, the Software are subject to the applicable open source license agreement. Violation by Client of the additional supplier terms and conditions attached to this Exhibit B may result in termination of Client's right to use the applicable Bundled Software Products under this Agreement. Such termination or changes in the Software which CGI may make from time to time may make it necessary for Client to acquire, at its own expense, updated versions of the Bundled Software Products or additional Bundled Software Products.

Agreed to and initialed for identification by:

_____   _____
(Client)   (CGI)

CGI

Amendment 5 to the Proprietary Software License Agreement

Exhibit A

Replace Exhibit A in its entirety with the following:

1. **Licensed Software**. CGI is licensing to Client the following computer software components comprising the Software:

   CGI Advantage® Financial Management System 3 (Linux, Oracle) including the following modules:
   > Financial Management Base System
   > Treasury Accounting
   > Asset Management
   > Inventory Management
   > Grant Lifecycle Management
   > Advantage 1099 Reporting

   CGI Advantage Procurement System including the following modules:
   > Advantage Procurement Professional
   > Vendor Self Service (VSS)

   CGI Advantage Performance Budgeting

   CGI Advantage Human Resource Management System including the following modules:
   > Advantage Human Resource Base System
   > Employee Self Service

   CGI InfoAdvantage
   > CGI infoAdvantage Server Bundle
   > infoAdvantage
   > InfoAdvantage Dashboard

   CGI is providing to Client one (1) copy of the Software on machine-readable media.

2. **Licensed Documentation**. The Specifications for the Software specified in Section 1 of this Exhibit, are as set forth in the documentation available for download on the CGI website (https://sc.cgi.com/advantage/) or packaged with the Software installation; referred to in this Agreement as the "Documentation."

   Documentation for Bundled or Additional Third Party Software is available on the applicable third party website.

3. **License Type**. The Software is licensed to Client on the following basis:

   Site License. Client is permitted to use the Software at the computer facility or facilities listed below with the exception of CGI infoAdvantage, which is a named user license (or server license if Server Bundle). In the event of the failure of the computers at the listed location(s), Client may use the Software at a back-up computer facility in the same country until operations at the primary facility have been restored.

   > WVOT Data Center
   > Capitol Complex

CGI

1900 Kanawha Blvd
East Building 6, Room B-110
Charleston, WV 253045

OR
837 Chestnut Ridge Rd
Morgantown, WV 26505

Additionally, Client may use the Software at CGI's data center at 10007 South 51st Street, Phoenix, AZ 85044 as defined in the Contract effective December 5, 2011 for the period of time specified in the corresponding Statement of Work.

Should Client desire to use the Software for additional named users or at additional facilities, Client may purchase additional licenses at CGI's then-current prices.

4. **Work that May be Processed.** Client may only use the Software to process Client's own work. CLIENT MAY ONLY USE THE CGI infoADVANTAGE SOFTWARE WITH CGI ADVANTAGE DATABASES.

5. **License Fee.** The licenses specified in Section 1 and Section 7 of this Exhibit A, have been granted to Client for License Fees previously paid. No License Fees are due and payable for the additional Bundled Software Products added upon execution of this Amendment. The Software added with this Amendment is accepted upon execution of this Amendment. CGI shall submit invoices to the following:
    Mr. Kent Hartsog
    WV OASIS Project Director
    1007 Bullitt Street, Suite 400
    Charleston, WV 25301

6. **Warranty Period.** The Warranty Period for the Software referred to in Section 1 of this Agreement is a period of three (3) months beginning on the date CGI has successfully completed CGI's standard installation test following delivery of the Software to the Client. CGI does not itself give or make any warranty of any kind with respect to the Bundled Software Products.

7. **Bundled Software Products.** CGI is providing the following Bundled Software Products to Client:
    Adobe RoboHelp® Office - 2 Named User Licenses

    Business Objects Enterprise & WebIntelligence Unrestricted Bundle - 4 CPU Premium License

    SAP Business Objects Xcelsius Enterprise Interactive Viewing Unrestricted - 4 CPU
    SAP Business Objects Xcelsius Enterprise Designer Unrestricted - 10 Named Users
    [Governed by Shrink-wrap License]

    Microsoft Windows Server Datacenter Edition -2 cores, Microsoft Qualified, Open License, Single Language – 24
    Microsoft Windows Server Standard Edition - 2 cores, Open License, Single Language - 16

    MapQuest – Enterprise Edition 1,000,000 to 2,500,000 transactions annually
    [Governed by Shrink-wrap License]

CGI

Micro Focus Visual COBOL Production (Linux) <50,000 employees – 1 License
Micro Focus Visual COBOL Non Production (Linux) <50,000 employees – 1 License
Micro Focus Visual COBOL for Eclipse (Linux or Win) – 4 Named Users
Micro Focus Lease Server for COBOL Linux - Non Prod 5.1 – 1 license <50,000 employees, expires 12 months after license key is provided (5/23/2020)
Micro Focus Lease Server Express – 1 license, expires 5 months after license key is provided (5/23/2020)
[Micro Focus Terms provided as Attachment 2 to Exhibit A of Amendment 14]

Oracle Database Enterprise Edition - 72 Processors *[Governed by Shrink-wrap License]*
Oracle Partitioning - 72 Processors *[Governed by Shrink-wrap License]*
Oracle Real Application Clusters One Node - 12 Processors *[Governed by Shrink-wrap License]*
Oracle Diagnostics Pack - 72 Processors *[Governed by Shrink-wrap License]*
Oracle Tuning Pack - 72 Processors *[Governed by Shrink-wrap License]*

Perforce - 15 Named User Licenses *[Governed by Shrink-wrap License]*

Actian (formerly Pervasive) Data Integrator Professional Developer TM - 5 Pack Named User License
Actian (formerly Pervasive) Data Integrator Professional Engine TM (production and non-production) - 2 Cores License (multi-threaded)
Actian (formerly Pervasive) Data Integrator Universal Edition Developer – 4 Named User Licenses
Actian (formerly Pervasive) Data Integrator Universal Edition Engine, Production – 4 Core - 1 License
Actian Data Integrator Universal Edition Engine, Non-Production – 4 Core – 1 License
[Actian Terms provided as Attachment 3 Exhibit A of Amendment 14]

Pitney Bowes Universal Address Module – Production and non-production – Unlimited Users – 1 License *[Governed by Shrink-wrap License]*

RedHat Enterprise Linux Server (Physical or Virtual Nodes) - Premium Subscription - – 10 Licenses
Red Hat Enterprise Linux for Virtual Data Centers - Premium Subscription – 4 Licenses
RedHat JBoss with Management – Premium – Production – 54 core
RedHat JBoss with Management – Premium – Non- Production – 66 core

Versata Logic Server - 1 Site License
Versata Logic Studio - 4 Named User Licenses

Eclipse BIRT Engine – Production – 2 Core
Eclipse BIRT Engine – Non-Production – 2 Core
Unlimited copies of BIRT Designer are included with BIRT Modules
[Eclipse Terms provided as Attachment 5 to Exhibit A of Amendment 14]

JIRA - 250 Named User Licenses *[Governed by Shrink-wrap License]*

Changes to Bundled Software Products with this Amendment 16
Oracle Advanced Compression - Processor Perpetual – Quantity 32
[Oracle License and Services Agreement (OLSA) provided as Attachment 1 of this Amendment 16]

Delta XML Limited DeltaXML - 1 Site License – maintenance services cancelled with this

CGI

Amendment 16

IBM Websphere Application Server Network Deployment – 5600 PVU – maintenance services to be cancelled October 2020

Oracle Database Enterprise Edition – reduction of 36 Processors
Oracle Partitioning – reduction of 36 Processors
Oracle Diagnostics Pack – reduction of 36 Processors
Oracle Tuning Pack – reduction of 36 Processors
This reduction is to correct a clerical error contained in previous versions of the Proprietary Software License Agreement regarding the number of Processors. Per an audit from Oracle and CGI, the correct number of Processors that has been paid for and is in use is 72, not 108.

Client has chosen to discontinue Maintenance Services on the following Bundled Software Products:
Adobe Framemaker – 4 Named User Licenses – maintenance services cancelled December 2014

Finite Matters PatternStream – 1 Named User License – maintenance services cancelled December 2014

OpsHub Sync Pac – 0-250 Users – maintenance services cancelled March 2016
IBM WebSphere Process Server for Multi Platforms - 70 IBM PVU – maintenance services cancelled March 2016

JEMH Plugin for JIRA, 100-500 Users Upgrade Commercial License – maintenance services cancelled March 2016

McAfee Antivirus - 26 Users – maintenance services cancelled March 2016

Adobe Present Central Pro - 2 production and 1 non-production printer output licenses – maintenance services cancelled June 30, 2016
Adobe Present Output Designer - 2 Named User Licenses - maintenance services cancelled June 30, 2016

Borland SilkPerformer - 600 users 1 week, 300 users 1 week *[Governed by Shrink-wrap License] – Limited time license, no longer active*

Meridian Knowledge Center Suite – 50,000 employees– maintenance cancelled in Amendment 2.

Convey Compliance Systems 1099 Convey- Desktop, 20,000 1099s processed annually *– Cancelled with Amendment 14*

All rights of Client in and to the Bundled Software Products will be governed by the terms and conditions of this Agreement, unless otherwise specified herein. Except for the Oracle Advanced Compression licenses which are governed by the terms of Amendment 16, the terms of the WV - 96A Agreement Addendum for ERP Software (Rev. 11/11) shall prevail in the event of any conflicts and CGI will indemnify the State for claims by a Bundled Software licensor as a result of the WV -96A Agreement Addendum for ERP Software (Rev. 11/11) taking precedence over the terms in the applicable Shrink-Wrap License above. CGI does not itself give or make any warranty of any kind with respect to the Bundled Software Products. In addition, the Bundled Software Products may contain or require the use of open source products. Any open source

CGI

products incorporated in, or used with, the Software are subject to the applicable open source license agreement. Violation by Client of the additional supplier terms and conditions attached to this Exhibit A may result in termination of Client's right to use the applicable Bundled Software Products under this Agreement. Such termination or changes in the Software which CGI may make from time to time may make it necessary for Client to acquire, at its own expense, updated versions of the Bundled Software Products or additional Bundled Software Products.

Agreed to and initialed for identification by:

_____   _____
(Client)   (CGI)

CGI

Amendment 6 to the Proprietary Software License Agreement

Exhibit A

Replace Exhibit A in its entirety with the following:

1. **Licensed Software**. CGI is licensing to Client the following computer software components comprising the Software:

    CGI Advantage® Financial Management System 3 (Linux, Oracle) including the following modules:
    >   Financial Management Base System
    >   Treasury Accounting
    >   Asset Management
    >   Inventory Management
    >   Grant Lifecycle Management
    >   Advantage 1099 Reporting

    CGI Advantage Procurement System including the following modules:
    >   Advantage Procurement Professional
    >   Vendor Self Service (VSS)
    >   Vendor Self Service (VSS) 4 Solution Pack
    >   Grantor Extensions

    CGI Advantage Performance Budgeting

    CGI Advantage Human Resource Management System including the following modules:
    >   Advantage Human Resource Base System
    >   Employee Self Service

    CGI infoAdvantage
    >   CGI infoAdvantage Server Bundle
    >   infoAdvantage
    >   infoAdvantage Dashboard

    CGI Advantage Case Management System – Limited use license for grants only (up to 250 users)

    CGI OnCue360 – Limited use subscription for grants only

    CGI is providing to Client one (1) copy of the CGI Advantage Software on machine-readable media.

    Licensed Documentation. The Specifications for the CGI Advantage Software specified in Section 1 of this Exhibit, are as set forth in the documentation available for download on the CGI website (https://sc.cgi.com/advantage/) or packaged with the Software installation; referred to in this Agreement as the "Documentation."

    Documentation for Bundled or Additional Third Party Software is available on the

CGI

applicable third party website.

2.   **License Type.** The Software is licensed to Client on the following basis:

Site License. Client is permitted to use the Software at the computer facility or facilities listed below with the exception of CGI infoAdvantage, which is a named user license (or server license if Server Bundle). In the event of the failure of the computers at the listed location(s), Client may use the Software at a back-up computer facility in the same country until operations at the primary facility have been restored.

> WVOT Data Center
> Capitol Complex
> 1900 Kanawha Blvd
> East Building 6, Room B-110
> Charleston, WV 253045
>
> OR
>
> 837 Chestnut Ridge Rd
> Morgantown, WV 26505

Additionally, Client may use the Software at CGI's data center at 10007 South 51st Street, Phoenix, AZ 85044 as defined in the Contract effective December 5, 2011 for the period of time specified in the corresponding Statement of Work.

Should Client desire to use the Advantage Software for additional named users or at additional facilities, non-grant use cases, or instances for Case Management, client may purchase additional licenses at CGI's then-current prices.

3.   **Work that May be Processed.** Client may only use the Software to process Client's own work. Client may only use the CGI infoAdvantage software with the CGI Advantage databases.

4.   **License Fee.** The licenses specified in Section 1 and Section 7 of this Exhibit A, have been granted to Client for License Fees previously paid. No License Fees are due and payable for the additional Bundled Software Products added upon execution of this Amendment. The Software added with this Amendment is accepted upon execution of this Amendment. CGI shall submit invoices to the following:

> Mr. Kent Hartsog
> WV OASIS Project Director
> 1007 Bullitt Street, Suite 400
> Charleston, WV 25301

5.   **Warranty Period.** The Warranty Period for the Software referred to in Section 1 of this Agreement is a period of three (3) months beginning on the date CGI has successfully completed CGI's standard installation test following delivery of the Software to the Client. CGI does not itself give or make any warranty of any kind with respect to the Bundled Software Products.

6.   **Bundled Software Products.** CGI is providing the following Bundled Software Products

CGI

to Client:

Adobe RoboHelp® Office - 2 Named User Licenses

Business Objects Enterprise & WebIntelligence Unrestricted Bundle - 4 CPU
Premium License

SAP Business Objects Xcelsius Enterprise Interactive Viewing Unrestricted - 4 CPU
SAP Business Objects Xcelsius Enterprise Designer Unrestricted - 10 Named Users
[Governed by Shrink- wrap License]

Microsoft Windows Server Datacenter Edition -2 cores, Microsoft Qualified, Open
License, Single Language – 24
Microsoft Windows Server Standard Edition - 2 cores, Open License, Single
Language - 16

MapQuest – Enterprise Edition 1,000,000 to 2,500,000 transactions annually
[Governed by Shrink-wrap License]

Micro Focus Visual COBOL Production (Linux) <50,000 employees – 1 License
Micro Focus Visual COBOL Non Production (Linux) <50,000 employees – 1 License
Micro Focus Visual COBOL for Eclipse (Linux or Win) – 4 Named Users
Micro Focus Lease Server for COBOL Linux - Non Prod 5.1 – 1 license <50,000
employees, expires 12 months after license key is provided (5/3/2020)
Micro Focus Lease Server Express – 1 license, expires 5 months after license key is
provided (5/3/2020)
[Micro Focus Terms provided as Attachment 2 to Exhibit A of Amendment 14]

Oracle Database Enterprise Edition - 72 Processors *[Governed by Shrink-wrap
License]*
Oracle Partitioning - 72 Processors *[Governed by Shrink-wrap License]*
Oracle Real Application Clusters One Node - 12 Processors *[Governed by Shrink-
wrap License]*
Oracle Diagnostics Pack - 72 Processors *[Governed by Shrink-wrap License]*
Oracle Tuning Pack - 72 Processors *[Governed by Shrink-wrap License]*

Perforce - 15 Named User Licenses *[Governed by Shrink-wrap License]*

DataConnect 11 Flex - 1 Batch Eng, Prod (Sub) – 3 Server Licenses
DataConnect 11 Flex - 1 Batch Eng - Dev/Test (Sub) includes 5 Developers – 1
Server License
DataConnect 11 Flex - 1 Batch Eng, HS/DR (Sub) – 3 Server Licenses
DataConnect 11 Flex - 1 Dev User, Prod (Sub) – 8 Named User Licenses

Pitney Bowes Universal Address Module – Production and non-production
Unlimited Users – 1 License *[Governed by Shrink-wrap License]*

RedHat Enterprise Linux Server (Physical or Virtual Nodes) - Premium Subscription
– 10 Licenses
Red Hat Enterprise Linux for Virtual Data Centers - Premium Subscription – 5
Licenses
RedHat JBoss with Management – Premium – Production – 54 core

CGI

RedHat JBoss with Management – Premium – Non- Production – 66 core

Versata Logic Server - 1 Site License
Versata Logic Studio - 4 Named User Licenses

Eclipse BIRT Engine – Production – 2 Core
Eclipse BIRT Engine – Non-Production – 2 Core
Unlimited copies of BIRT Designer are included with BIRT Modules
[Eclipse Terms provided as Attachment 5 to Exhibit A of Amendment 14]

JIRA - 250 Named User Licenses *[Governed by Shrink-wrap License]*

Oracle Advanced Compression - Processor Perpetual – Quantity 32
[Oracle License and Services Agreement (OLSA) provided as Attachment 1 of Amendment 16]

Delta XML Limited DeltaXML - 1 Site License – maintenance services cancelled with Amendment 16

IBM Websphere Application Server Network Deployment – 5600 PVU – maintenance services to be cancelled October 2020

Oracle Database Enterprise Edition – reduction of 36 Processors
Oracle Partitioning – reduction of 36 Processors
Oracle Diagnostics Pack – reduction of 36 Processors
Oracle Tuning Pack – reduction of 36 Processors
This reduction is to correct a clerical error contained in previous versions of the Proprietary Software License Agreement regarding the number of Processors. Per an audit from Oracle and CGI, the correct number of Processors that has been paid for and is in use is 72, not 108.

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Convey Compliance Systems 1099 Convey- Desktop, 20,000 1099s processed annually – *Cancelled with Amendment 14*

All rights of Client in and to the Bundled Software Products will be governed by the terms and conditions of this Agreement, unless otherwise specified herein. Except for the Oracle Advanced Compression licenses which are governed by the terms of Amendment 16, the terms of the WV -96A Agreement Addendum for ERP Software (Rev. 11/11) shall prevail in the event of any conflicts and CGI will indemnify the State for claims by a Bundled Software licensor as a result of the WV -96A Agreement Addendum for ERP Software (Rev. 11/11) taking precedence over the terms in the applicable Shrink-Wrap License above. CGI does not itself give or make any warranty of any kind with respect to the Bundled Software Products. In addition, the Bundled Software Products may contain or require the use of open source products. Any open source products incorporated in, or used with, the Software are subject to the applicable open source license agreement. Violation by Client of the additional supplier terms and conditions attached to this Exhibit A may result in termination of Client's right to use the applicable Bundled Software Products under this Agreement. Such termination or changes in the Software which CGI may make from time to time may make it necessary for Client to acquire, at its own expense, updated versions of the Bundled Software Products or additional Bundled Software Products.

Agreed to and initialed for identification by:

_____   _____
(Client)   (CGI)

CGI Technologies and Solutions Inc.

and the West Virginia Enterprise Resource Planning Board on behalf of

the State of West Virginia

This document contains the signatures of the West Virginia Enterprise Resource Planning Board acting on behalf of the State of West Virginia (the "State") for the purpose of entering into the following agreements with CGI Technologies and Solutions Inc. ("CGI") effective December 5, 2011 ("Effective Date"):

1. WV-96A Agreement Addendum for ERP Software (Rev. 11/11); and

2. CGI Advantage Proprietary Software Maintenance Agreement with Exhibit A effective December 5, 2011.

The State has caused its authorized representatives to execute these agreements as of the Effective Date.

West Virginia Enterprise Resource Planning Board
on behalf of the State of West Virginia

By: _____

Earl Ray Tomblin, Governor

By: _____

Glen B. Gainer III, State Auditor

By: _____

John D. Perdue, State Treasurer

Proprietary Software

Maintenance Agreement

CGI

CGI TECHNOLOGIES AND SOLUTIONS INC.
PROPRIETARY SOFTWARE MAINTENANCE AGREEMENT

This is a Proprietary Software Maintenance Agreement ("Agreement") dated as of December 5, 2011 (the "Effective Date") by and between The State of West Virginia ("Client") having a place of business at 2019 Washington Street. East, Charleston. WV 25305-0130. and CGI Technologies and Solutions Inc. ("CGI"). a Delaware corporation having its principal place of business at 11325 Random Hills Road, Fairfax, Virginia 22030.

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1. DEFINITIONS

Capitalized terms used in this Agreement will have the meanings given below or in the context in which the term is used, as the case may be.

A. "Documentation" means the documentation provided by CGI for the Software pursuant to the License Agreement.

B. "Enhancements" means changes or additions to the Software which CGI develops and makes available at no additional charge to all licensees of the Software who are under then-current maintenance agreements.

C. "Software incident" means a material deviation of the Software from the specifications for the Software identified in the License Agreement.

D. "License Agreement" means the license agreement specified in *Exhibit A* pursuant to which CGI licensed the Software to Client.

E. "Maintenance Period" means the initial term of this Agreement or any subsequent renewal period. The initial term and each renewal period is a separate Maintenance Period. The initial Maintenance Period is specified in *Exhibit A*. Each renewal Maintenance Period, if any, will be a period of twelve (12) months.

F. "Software" means the software specified in *Exhibit A*.

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2. MAINTENANCE

A. CGI Standard Support and Maintenance Services provide the Client with the required ongoing enhancements to the Software to address functional and technical changes. Specifically, the Standard Support and Maintenance Services provide these major components:

* Internet access through our secure web site, eAccess (https://support.cgi-ams.com/advantage), to a variety of 24x7 support materials.

* Help Desk Support with direct phone, email, and web support on the baseline products through the CGI Client Support Center. Standard hours of operation are 8 am EST to 9 pm EST Monday-Friday. CGI can be reached at 800-321-0267 via phone and https://support.cgi-ams.com/advantage via our online support website.

* Software incident corrections to the Software.

* Software releases are provided periodically to address technical and functional compatibility with system software and ongoing regulatory changes and changes to business practices. Documentation updates are provided as part of each release. Additional Software incident corrections will be included in releases, as dictated by testing requirements and the magnitude of the required change.

- Enhancements to the Software are provided in new releases of the AMS Advantage solution.

- Membership to the AMS Advantage User Group. Membership provides the option to participate in various user group activities such as the annual CGI Forum, regional User Group meetings and voting for the User Group Steering Committee that works closely with CGI on a variety of client issues and concerns. Membership also provides each site the option of proposing a candidate for election to the User Group Steering Committee.

CGI will support the following features of the AMS Advantage solution:

- The system components that the Client is currently contracted for and is paying maintenance on;

- The third-party software component releases that are compatible with the currently supported version of the AMS Advantage solution;

- The documented features of the AMS Advantage Software, as listed on the delivered on-line documentation and help files;

- All standard baseline features of the system, including configuration tables (e.g. Required Elements) of the AMS Advantage Software, that DO NOT include infrastructure or other programming code changes. Any client-specific configuration tables will not be supported.

- Prioritizations of all issues and software incidents according to the following schedule:

Severity	Definition
1 - Critical	A problem with CGI supported Software causing critical impact to the client's business operation. No workaround is immediately available and work using the Software can not continue.
2 - Serious	A problem with CGI supported Software causing significant impact to the client's business operation. A workaround is available but is unacceptable on a long term basis.
3 - Moderate	A problem with CGI supported Software that impairs some functionality, but a practical workaround exists.
4 - Minor	A problem that does not affect any functionality of the Software.

B. CGI may, at its option, investigate and correct suspected software incidents at CGI's offices to the extent possible. If CGI's personnel travel to Client's place of business at Client's request to perform maintenance services, Client will pay CGI for the travel time and the reasonable travel and other out-of-pocket expenses of CGI's personnel. If a suspected software incident is attributable to a cause other than the Software as delivered by CGI, then Client will pay for CGI's work on a time-and-materials basis. If the Software module containing the software incident has been modified by non-CGI personnel, CGI will charge Client on a time-and-materials basis at CGI's then-current hourly rates for analyzing and fixing the software incident in Client's version, and for any installation assistance Client requires.

C. At the expiration of the initial Maintenance Period stated in this Agreement, Client may buy maintenance services for the Software for subsequent Maintenance Periods in which

CGI is offering maintenance services, at CGI's then current prices. Client may obtain such maintenance services only if (i) Client has paid the maintenance fee for all prior Maintenance Periods; and (ii) Client incorporates into the Software all releases, corrections, and Enhancements to the Software that CGI has made available to Client, no less than two minor software releases prior to current release.

D. All Enhancements and corrections to the Software and Documentation provided by CGI pursuant to this Agreement will become a part of the Software and Documentation for the purposes of the License Agreement at the time they are provided to Client and are hereby licensed to Client as part of the Software and Documentation pursuant to all of the terms and conditions of the License Agreement.

3. PAYMENT TERMS

A. Client will pay, upon execution of this Agreement, the maintenance fees for the initial Maintenance Period set forth in *Exhibit A*. CGI will provide Client with written notice of and an invoice for the maintenance fees for each subsequent Maintenance Period at least thirty (30) calendar days prior to the expiration of the then-current Maintenance Period. CGI will not be obligated to provide maintenance services in any Maintenance Period (including the initial Maintenance Period) unless the maintenance fees for the Maintenance Period have been paid in full.

B. All fees and expenses are to be paid to CGI in United States Dollars, by wire transfer of funds to an account designated by CGI or by check sent to Bank of America, c/o CGI Technologies and Solutions Inc. at 12907 Collections Center Drive, Chicago, IL 60693. CGI's invoices are due and payable in full within thirty (30) calendar days from the date Client receives them. .

C. Client is a tax exempt entity and will provide CGI a copy of Client's tax exemption certificate. If Client's tax exempt status is modified or revoked during the term of this Agreement, Client agrees to pay directly or reimburse CGI for any taxes arising out of this Agreement or CGI's performance under this Agreement, excluding taxes on CGI's net income. The maintenance fees specified in *Exhibit A* are exclusive of all taxes.

4. WARRANTIES AND REMEDIES FOR BREACH OF WARRANTY

A. CGI warrants that the maintenance services will be performed in a workmanlike manner consistent with industry standards reasonably applicable to the performance of such maintenance services. If Client believes there has been a breach of this warranty and so notifies CGI in writing stating in reasonable detail the nature of the claimed breach within thirty (30) calendar days after the maintenance services are delivered to Client by CGI, then CGI will promptly investigate the matter. If it is determined that there has been a breach of this warranty, then CGI's sole obligation, and Client's exclusive remedy, will be for CGI to correct or re-perform any affected maintenance services as necessary to cause them to comply with this warranty. There will be no additional charge to Client for the investigation and correction efforts performed by CGI, except as provided in Section 2.B. If CGI is unable to correct a breach of this warranty after repeated efforts, Client will be entitled to recover its actual damages subject to the limitations and exclusions set forth in Section 6.

B. CGI warrants that the Software and Documentation do not, to CGI's knowledge, infringe any third party copyrights, patents or trade secrets that exist on the Effective Date and that arise or are enforceable under the laws of the United States of America.

(1)   If a third party brings an action against Client making allegations that, if true, would constitute a breach of this warranty, then CGI will, at its own expense, settle the claim or defend Client in such proceeding and CGI will pay all settlements, costs, damages and legal fees and expenses finally awarded provided that Client promptly notifies CGI in writing of the proceeding, provides CGI a copy of all information received by Client with respect to the proceeding, cooperates with CGI in defending or settling the proceeding, and allows CGI to control the defense and settlement of the proceeding, including the selection of attorneys. Client may observe the proceeding and confer with CGI at its own expense.

(2)   If such a proceeding is brought or appears to CGI to be likely to be brought, CGI may, at its sole option and expense, either obtain the right for Client to continue using the allegedly infringing item(s) or replace or modify the item(s) to resolve such proceeding. If CGI finds that neither of these alternatives is available to it on commercially reasonable terms, CGI may require Client to return the allegedly infringing item(s), in which case Client will receive a refund of the amounts paid by it for the returned item(s), depreciated on a straight-line basis over a five (5) year period commencing on the date the allegedly infringing item(s) were delivered to Client by CGI.

This Section 4.B states CGI's entire obligation to Client and Client's sole remedy with respect to any claim of infringement.

C.   CGI is not responsible for any claimed breaches of the foregoing warranties caused by: (i) modifications made to the Software or Documentation by anyone other than CGI and its subcontractors working at CGI's direction; or (ii) the combination, operation or use of the Software or Documentation with any items that CGI did not supply to Client; or (iii) Client's failure to use any new or corrected versions of the Software or Documentation made available by CGI; or (iv) CGI's adherence to Client's specifications or instructions.

D.   CGI does not warrant that the Software will be error-free or that its operation will be uninterrupted. Client acknowledges that it alone is responsible for the results obtained from use of the Software, including without limitation the completeness, accuracy and content of such results. Client acknowledges further that it alone is responsible for independent verification and testing of any such results prior to using them in its business.

E.   THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

5.   NONDISCLOSURE

Client and CGI agree that in connection with the performance of their respective obligations hereunder, each party may have access to the Confidential Information of the other party. The follow terms will apply to such access.

A.   **"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 Documents (including information exchanged in contemplation of entering into the Contract Documents): (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 that either is of a nature that a reasonable person would understand to be confidential or a trade secret or is identified as confidential or a trade secret in a writing provided to the receiving party within thirty (30) business days after disclosure.

B. **Exclusions.** "Confidential Information" does not include any information that, as evidenced by written documentation: (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 Documents; or (iv) is independently developed by the receiving party without reference to the furnishing party's Confidential Information.

C. **Standard of Care.** Confidential Information will remain the property of the furnishing party, and the receiving party will not be deemed by virtue of the Contract Documents or any access to the furnishing party's Confidential Information to have acquired any right, title or interest in or to the Confidential Information. The receiving party agrees: (i) to afford 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 Services under a Statement of Work or otherwise having a need to know the information for the purposes of the Contract Documents; (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 Documents in order to carry out its obligations and exercise its rights under the Contract Documents; 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.

D. **Compelled Disclosure.** If the receiving party receives a subpoena or other valid administrative or judicial notice, or in the case of the Client a request under the West Virginia Freedom of Information Act, requesting the disclosure of the furnishing party's Confidential Information, the receiving party will promptly notify the furnishing party. If requested, the receiving party will provide reasonable cooperation to the furnishing party in resisting or limiting the disclosure at the furnishing party's expense. 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 all commercially reasonable efforts to secure confidential treatment of any materials disclosed.

E. **Return or Destruction.** Upon termination or expiration of this Agreement and all Statements of Work issued under this Agreement, the receiving party, at the furnishing party's option, will return or destroy all Confidential Information of the furnishing party that the receiving party does not possess under a valid license; provided that CGI may retain one (1) copy of all of its work products (including working papers) produced under the Contract Documents for archival purposes.

F. **Relief.** 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 or the furnishing party's proprietary rights, money damages will not provide an adequate remedy. Accordingly, the furnishing party will be entitled to seek appropriate injunctive relief and other measures restraining further attempted or threatened breaches of such obligations.

6. LIMITATION OF LIABILITY

A. See WV96a Agreement Addendum for Software, Section 13, Limitation of Liability.

B. See WV96a Agreement Addendum for Software, Section 13, Limitation of Liability.

C. The foregoing limitations do not apply to the payment of settlements, costs, damages and legal fees referred to in Section 4.B(1). The limitations of liability set forth in this Section 6 will survive and apply notwithstanding the failure of any limited or exclusive remedy for breach of warranty set forth in this Agreement. The parties agree that the foregoing limitations will not be deemed to limit any liability to an extent that would not be permitted under applicable law.

7. TERMINATION

A. Either party may terminate this Agreement upon thirty (30) calendar days' prior written notice if the other has materially failed to comply with a fundamental obligation under this Agreement. If the License Agreement is terminated for any reason, this Agreement will automatically terminate on the effective date of the termination of the License Agreement.

B. Client may terminate this Agreement for convenience at any time upon thirty (30) calendar days' prior written notice to CGI. If Client has not paid the maintenance fee for the then current Maintenance Period in full, Client must pay to CGI the remaining balance of such maintenance fee prior to terminating this Agreement.

C. Any provision of this Agreement that imposes or contemplates continuing obligations on a party will survive the expiration or termination of this Agreement, including but not limited to Section 6.

8. LAW AND DISPUTES

A. See WV96a Agreement Addendum for Software Section 1 Disputes and Section 3 Governing Law.

B. Both CGI and Client agree to comply fully with all relevant export laws and regulations of the United States to ensure that no information or technical data provided pursuant to this Agreement is exported or re-exported directly or indirectly in violation of law.

C. At the written request of either party, the parties will attempt to resolve any dispute arising under or relating to this Agreement through the informal means described in this Section 8.C. Each party will appoint a senior management representative who does not devote substantially all of his or her time to performance under this Agreement. The representatives will furnish to each other all non-privileged information with respect to the dispute that the parties believe to be appropriate and germane. 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.

D.   See WV96a Agreement Addendum for Software, Section 1 Disputes.

E.   No proceeding, regardless of form, arising out of or related to this Agreement may be brought by either party more than two (2) years after the accrual of the cause of action, except that (i) proceedings related to violation of a party's proprietary rights or any duty to protect Confidential Information may be brought at any time within the applicable statute of limitations, and (ii) proceedings for non-payment may be brought up to two (2) years after the date the last payment was due.

9.   GENERAL

A.   Any legal notice or other communication required or permitted to be made or given by either party pursuant to this Agreement will be in writing, in English, and will be deemed to have been duly given: (i) five (5) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; (ii) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of the notice is promptly sent by another means specified in this section; or (iii) when delivered if delivered personally or sent by express courier service. All notices will be sent to the other party at its address as set forth below or at such other address as the party may specify in a notice given in accordance with this section.

In the case of Client:	with a copy of legal notices to:
West Virginia Enterprise Resource Planning Board 1900 Kanawha Boulevard, East State Capitol, Building 1, Room W-100 Charleston, WV 25305 Attn: Todd Childers Fax (304) 558-5200 Phone: (304)380-9186 email: Todd.Childers@wvsao.gov	Attn: _____ Fax: _____ Phone: _____
In the case of CGI:	with a copy of legal notices to:
CGI Technologies and Solutions Inc. 11325 Random Hills Road Fairfax, Virginia 22030 Attn: Daniel A. Keene, Vice President Phone: 703-267-8000 Fax: 703-267-8641	CGI Technologies and Solutions Inc. 11325 Random Hills Road, 8th Floor Fairfax, Virginia 22030 Attn: Office of General Counsel Fax: 703-267-7288

B.   Neither party shall be liable for any damages for delays or failure in performance under this Agreement caused by acts or conditions beyond its reasonable control, without its fault or negligence, which could not have reasonably foreseen or prevented by

CGI

reasonable precautions. Such acts or conditions (each a "Force Majeure") shall include, but not be limited to: acts of God or of the public enemy; civil war; insurrections or riots; acts of war; acts of government; acts of terrorism; fires; floods; storms; explosions; earthquakes or accidents; unusually severe weather; epidemics or public health restrictions; strikes or labor troubles causing cessation, slowdown or interruption of work; failures or fluctuations in electrical power, heat, light, air conditioning or telecommunication equipment; and other similar events, or any event referred to above preventing a subcontractor from performing its obligations under a subcontract. In the event of a Force Majeure, (i) the party experiencing the Force Majeure shall exercise due diligence in endeavoring to overcome any Force Majeure impediments to its performance and shall provide prompt notice to the other party of the Force Majeure; and (ii) the time for performance shall be extended by a period equal to the delay caused by the Force Majeure and, if warranted, the fees payable to CGI shall be equitably adjusted.

C.   Neither party may assign or otherwise transfer any right or obligation set forth in this Agreement without the other party's prior written consent, except that if the License Agreement is properly assigned pursuant to the provisions of the License Agreement, this Agreement will be deemed to be assigned to the assignee of the License Agreement. Any purported assignment in violation of the preceding sentence will be void and of no effect. This Agreement will be binding upon the parties' respective successors and permitted assigns.

C.   This Agreement constitutes the entire agreement between the parties, and supersedes all other prior or contemporaneous communications between the parties (whether written or oral) relating to the subject matter of this Agreement. See WV96a Agreement Addendum for Software, Section 21 Amendments.

D.   The provisions of this Agreement will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. In addition, if any provision of this Agreement, for any reason, is declared to be unenforceable, the parties will substitute an enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the parties.

E.   No failure or delay by either party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party. If either party waives any right, power or remedy, such waiver will not waive any successive or other right, power or remedy the party may have under this Agreement.

F.   During the term of this Agreement and for twelve (12) months after its expiration or termination, neither party will, either directly or indirectly, solicit for employment or employ (except as permitted below) by itself (or any of its Affiliates) any employee of the other party (or any of its Affiliates) who was involved in the performance of the party's obligations under this Agreement, unless the hiring party obtains the written consent of the other party. For purposes of this provision, "Affiliate" means any other entity that directly or indirectly controls, or is under common control with, or is controlled by, the party. The foregoing provision will not (i) prohibit a general solicitation of employment in the ordinary course of business or prevent a party from employing any employee who contacts such party as a result of such a general solicitation; or (ii) be read so as to limit employment opportunities to an extent that would not be permitted under applicable law (e.g., California law).

CGI

G. The Exhibits referred to in and attached to this Agreement are made a part of it as if fully included in the text.

Each party has caused its authorized representative to execute this Agreement as of the Effective Date.

CGI Technologies and Solutions Inc. (CGI)   State of West Virginia (Client)

By: _Caroline H. Rapking_   By: _____

Name: Caroline H. Rapking

Title: Vice President – Global Public Sector   (See Attached Signature Page)

Date: December 1, 2011

EXHIBIT A
CGI Technologies and Solutions Inc.
Proprietary Software Maintenance Agreement

1. **Maintenance Fee.** The maintenance fees are as listed below:

	Maintenance Period	Annual Maintenance Fee
Year 1	December 5, 2011 through December 4, 2012	$1,635,979
Year 2	December 5, 2012 through December 4, 2013	$1,759,520
Year 3	December 5, 2013 through December 4, 2014	$1,810,520
Year 4	December 5, 2014 through December 4, 2015	$1,863,126
Year 5	December 5, 2015 through December 4, 2016	$1,917,395
Year 6	December 5, 2016 through December 4, 2017	$1,974,376
Year 7	December 5, 2017 through December 4, 2018	$2,033.160
Year 8	December 5, 2018 through December 4, 2019	$2,093,809

The above Maintenance Fees are mandatory as part of the Statement of Work effective December 5, 2011 between CGI and the State. The Maintenance Fees will be invoiced per Attachment A of said Statement of Work.

Client may buy maintenance services for the Software for subsequent Maintenance Periods in which CGI is offering maintenance services, at CGI's then current prices

2. **Software.** The maintenance services under this Agreement are provided with respect to the following Software:

AMS Advantage® Financial Management System 3 (Linux, Oracle) including the following modules:

       Financial Management Base System
       Project and Grants Management
       Treasury Accounting
       Cost Allocation
       Asset Management
       Grants lifecycle

AMS Advantage Procurement System including the following modules:

       Procurement Manager
       Vendor Self Service – VSS
       Inventory Management

AMS Advantage Performance Budgeting:

       Budget Formulation
       Salary and Benefit Forecasting
       Budget Book Publishing

Performance Budgeting

AMS Advantage Human Resource Management System including the following modules:

Human Resources
Payroll Management
Payroll Accounting Management
Position Control
Employee Self Service
Benefits Administration

AMS infoAdvantage
AMS infoAdvantage Server Bundle
Dashboard

Bundled Software Products:

Adobe Present Central Pro - 2 production and 1 non-production printer output licenses *[Governed by Shrink-wrap License]*

Adobe Present Output Designer – 2 Named User Licenses *[Governed by Shrink-wrap License]*

Adobe Framemaker – 4 Named User Licenses *[Governed by Shrink-wrap License]*

Adobe RoboHelp® Office – 2 Named User Licenses *[Governed by Shrink-wrap License]*

Borland SilkPerformer (600 1 week – 300 1 week) – 1 Named User License *[Governed by Shrink-wrap License]*

Business Objects Enterprise Unrestricted Bundle – 4 CPU Premium License *[Governed by Shrink-wrap License]*

- Business Objects Web Intelligence Server – 4 CPU, Unlimited Users
- Broadcast Agent Scheduler – 4 CPU, Unlimited Users
- Broadcast Agent Publisher – 4 CPU, Unlimited Users
- Business Objects Designer – 4 CPU, Unlimited Users
- Business Objects Supervisor – 4 CPU. Unlimited Users

Convey Compliance Systems 1099 Convey – Desktop, 20,000 1099s processed annually *[Governed by Shrink-wrap License]*

Crystal Xcelsius Enterprise Developer – 10 Named User Licenses *[Governed by Shrink-wrap License]*

Delta XML Limited DeltaXML – 1 Site License *[Governed by Shrink-wrap License]*

Finite Matters PatternStream – 1 Named User License [Sublicense attached]

HP System Reporter – 2 SAN Licenses *[Governed by Shrink-wrap License]*

HP Recovery Manager Oracle – 2 SAN Licenses *[Governed by Shrink-wrap License]*

HP Recovery Manager vSphere – 2 SAN Licenses *[Governed by Shrink-wrap License]*

IBM WebSphere Network Deployment Edition – 3780 IBM Processor Value Units *[Governed by Shrink-wrap License]*

IBM WebSphere Standard Edition – 800 IBM Processor Value Units *[Governed by Shrink-wrap License]*

IBM WebSphere Process Server – 70 IBM Processor Value Units *[Governed by Shrink-wrap License]*

JIRA – 30 Named User Licenses [*[Governed by Shrink-wrap License]*

McAfee Antivirus – 25 Servers *[Governed by Shrink-wrap License]*

Meridian Knowledge Centre® Suite – 50.000 Employees [Sublicense attached]

Micro Focus Net or Server Express Developer (Linux) – 4 Named User Licenses *[Governed by Shrink-wrap License]*

Micro Focus Application Server (production and non-production)(Linux) – – 50.000 Employees *[Governed by Shrink-wrap License]*

Oracle Database Enterprise Edition – 108 Processors *[Governed by Shrink-wrap License]*

Oracle Partitioning – 108 Processors *[Governed by Shrink-wrap License]*

Oracle Real Application Clusters One Node – 12 Processors *[Governed by Shrink-wrap License]*

Oracle Diagnostics Pack – 108 Processors *[Governed by Shrink-wrap License]*

Oracle Tuning Pack – 108 Processors *[Governed by Shrink-wrap License]*

Perforce - 15 Named User Licenses *[Governed by Shrink-wrap License]*

Pervasive® Data Integrator Pro Developer™ - 5 Pack Named User License *[Governed by Shrink-wrap License]*

Pervasive Data Integrator Pro Engine™ (production and non-production) - 2 Cores License (multi-threaded) *[Governed by Shrink-wrap License]*

Pervasive Data Integrator Universal Edition Developer – 2 Named User Licenses

Pitney Bowes – 1 Site License *[Governed by Shrink-wrap License]*

Red Hat Enterprise Linux – 41 OSIs *[Governed by Shrink-wrap License]*

Versata Logic Server – 1 Site License

Versata Logic Studio – 4 Named User Licenses

VMWare vSphere Enterprise – 22 CPUs *[Governed by Shrink-wrap License]*

VMWare vCenter Server – 2 SAN Licenses *[Governed by Shrink-wrap License]*

VMWare vCenter Site Recovery Manager – 23 VMs *[Governed by Shrink-wrap License]*

Windows Server 2008 R2 – 25 OSIs *[Governed by Shrink-wrap License]*

3.   **License Agreement.** The Software was provided to Client pursuant to the terms and conditions of that certain Proprietary Software License Agreement between CGI and Client made effective as of December 5, 2011. In the event CGI ceases to operate in the ordinary course of business, Client will be granted a limited license to access and use the CGI Software source code solely for purposes of maintaining the Software. and consistent with the terms of the Proprietary Software License Agreement. Access and use of the CGI source code prior to this release event is prohibited.

Agreed to and initialed for identification by:

_____   _____
(Client)   (CGI)

AGREEMENT ADDENDUM FOR ERP SOFTWARE

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** – Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.

2. **HOLD HARMLESS** – Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.

3. **GOVERNING LAW** – The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.

4. **TAXES** – Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.

5. **PAYMENT** – Any references to prepayment are deleted. *Fees for software licenses, subscriptions, or maintenance are payable annually in advance.* Payment for services will be in arrears.

6. **INTEREST** – Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.

7. **NO WAIVER** – Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.

8. **FISCAL YEAR FUNDING** – Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.

9. **STATUTE OF LIMITATION** – Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.

10. **SIMILAR SERVICES** – Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.

11. **FEES OR COSTS** – The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.

12. **ASSIGNMENT** – Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.

13. **LIMITATION OF LIABILITY** – *The Vendor's liability to the State, and its indemnification of the State for actual direct damages resulting from any acts or omissions attributable to the Vendor under this contract resulting from this RFP, shall be limited, in the aggregate for all claims, to two(2) times the value of this contract. This limitation applies to all causes of action, including without limitation, breach of contract, breach of warranty, negligent acts, but specifically shall not apply to criminal acts, intentional torts or fraudulent conduct of the Vendor. The State will not indemnify the Vendor for damages caused by the Vendor's own actions or negligence, or those of third parties. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.*

14. **RIGHT TO TERMINATE** – Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination. *In such event, Agency will not be entitled to a refund of any software license, subscription or maintenance fees paid.*

15. **TERMINATION CHARGES** – Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.

16. **RENEWAL** – Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.

17. **INSURANCE** – Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.

18. **RIGHT TO NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.

19. **ACCELERATION** – Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.

20. **CONFIDENTIALITY** – Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.

21. **AMENDMENTS** – All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

STATE OF WEST VIRGINIA

(See Attached Signature Page)

VENDOR: CGI Technologies and Solutions, Inc.

Signed: *Caroline N Rapkin*

Title: Vice President - Global Public Sector

Date: December 1, 2011

Approved as to form prior to signature this 16th day of November, 2011 by _____, Deputy Attorney General

Amendment No. 1 to the

Proprietary Software Maintenance Agreement
Between

CGI Technologies and Solutions Inc.

and the West Virginia Enterprise Resource Planning Board

on behalf of the State of West Virginia

This Amendment No. 1 (Amendment 1) is dated December 20, 2012 pursuant to the Proprietary Software Maintenance Agreement between the West Virginia Enterprise Resource Planning Board on behalf of the State of West Virginia (the "State") and CGI Technologies and Solutions Inc. ("CGI") is effective December 5, 2011 ("Effective Date").

WHEREAS, the State and CGI have agreed to revise the annual maintenance fee schedule

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. The Maintenance Fees table in Section 1 of Exhibit A of the Proprietary Software Maintenance Agreement is deleted and replaced with the following:

	Maintenance Period	Annual Maintenance Fee
Year 1	December 5, 2011 through December 4, 2012	$1,635,979.49
Year 2	December 5, 2012 through December 4, 2013	$1,759,520.08
Year 3	December 5, 2013 through December 4, 2014	$1,854,125.56
Year 4	December 5, 2014 through December 4, 2015	$1,854,125.56
Year 5	December 5, 2015 through December 4, 2016	$1,854,125.56
Year 6	December 5, 2016 through December 4, 2017	$1,854,125.56
Year 7	December 5, 2017 through December 4, 2018	$1,854,125.56
Year 8	December 5, 2018 through December 4, 2019	$1,854,125.56

Except as modified by this Amendment No. 1, all provisions of the original Proprietary Software Maintenance Agreement remain in full force and effect.

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Each party has caused its authorized representative to execute this Amendment No. 1 as of the Effective Date.

CGI Technologies and Solutions Inc.

West Virginia Enterprise Resource Planning Board on behalf of the State of West Virginia

By: _Som Augusto_

By: _[signature]_ James Robert Alsop for

Name: Tom Augustine

Name: Earl Ray Tomblin

Title: Vice President State and Local Government ERP Solutions

Title: Governor

By: _[signature]_

Name: Glen B. Gainer, III

Title: State Auditor

By: _[signature]_

Name: John D. Perdue

Title: State Treasurer

APPROVED AS TO FORM THIS _21st_ DAY OF _December_ ,20 _12_
DARRELL V. McGRAW, JR.
ATTORNEY GENERAL

By: _[signature]_
DEPUTY ATTORNEY GENERAL

Amendment No. 2 to the
Proprietary Software Maintenance Agreement Between
CGI Technologies and Solutions Inc.
and the West Virginia Enterprise Resource Planning Board
on behalf of the State of West Virginia

This Amendment No. 2 (Amendment 2) is dated July 15, 2013 pursuant to the to the Proprietary Software Maintenance Agreement between the West Virginia Enterprise Resource Planning Board on behalf of the State of West Virginia (the "State") and CGI Technologies and Solutions Inc. ("CGI"), and is effective December 5, 2011 ("Effective Date").

WHEREAS, the State and CGI have agreed to certain changes to Proprietary Software Maintenance Agreement Exhibit A, to remove certain Software and Software Maintenance Fees from the annual maintenance fee schedule;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. **Maintenance Fee.** Replace the table in Section 1 of Exhibit A to the Proprietary Software Maintenance Agreement in its entirety with the following revised Maintenance Table:

	Maintenance Period	Annual Maintenance Fee
Year 1	December 5, 2011 through December 4, 2012	$1,635,979.49
Year 2	December 5, 2012 through December 4, 2013	$1,759,520.08
Year 3	December 5, 2013 through December 4, 2014	$1,554,898.76
Year 4	December 5, 2014 through December 4, 2015	$1,820,878.13
Year 5	December 5, 2015 through December 4, 2016	$1,820,878.13
Year 6	December 5, 2016 through December 4, 2017	$1,819,881.23
Year 7	December 5, 2017 through December 4, 2018	$1,818,854.42
Year 8	December 5, 2018 through December 4, 2019	$1,817,796.69

2. **Software.** Remove Meridian Knowledge Centre® Suite from the software maintenance list in Section 2 of Exhibit A to the Proprietary Software Maintenance Agreement.

Except as modified by this Amendment 2, all provisions of the original Contract remain in full force and effect.

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Each party has caused its authorized representative to execute this Amendment 2 as of the Effective Date.

CGI Technologies and Solutions Inc.

West Virginia Enterprise Resource Planning Board on behalf of the State of West Virginia
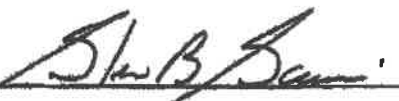
By: _____

By: _____

Name: Daniel Keene

Name: Earl Ray Tomblin

Title: Vice President, Consulting Services

Title: Governor

By: _____

Name: Glen B. Gainer, III

Title: State Auditor

By: _____

Name: John D. Perdue

Title: State Treasurer

Amendment No. 3 to the
Proprietary Software Maintenance Agreement Between
CGI Technologies and Solutions Inc.
and the West Virginia Enterprise Resource Planning Board
on behalf of the State of West Virginia

This Amendment No. 3 ("Amendment 3") is dated September 30, 2013 pursuant to the to the Proprietary Software Maintenance Agreement between the West Virginia Enterprise Resource Planning Board on behalf of the State of West Virginia (the "State") and CGI Technologies and Solutions Inc. ("CGI"), and is effective December 5, 2011 ("Effective Date").

WHEREAS, the State and CGI have agreed to certain changes to Proprietary Software Maintenance Agreement Exhibit A, to add certain Software and Software Maintenance Fees to the annual maintenance fee schedule;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. **Maintenance Fee.** Replace the table in Section 1 of Exhibit A to the Proprietary Software Maintenance Agreement in its entirety the following revised Maintenance Table:

	Maintenance Period	Annual Maintenance Fee
Year 1	December 5, 2011 through December 4, 2012	$1,635,979.49
Year 2	December 5, 2012 through December 4, 2013	$1,759,520.08
Year 2	CGI Advantage Performance Budgeting (Pro-rated 4/12-year September–December 4, 2013)	$4,879.00
Year 3	December 5, 2013 through December 4, 2014	$1,569,974.87
Year 4	December 5, 2014 through December 4, 2015	$1,836,406.52
Year 5	December 5, 2015 through December 4, 2016	$1,836,872.38
Year 6	December 5, 2016 through December 4, 2017	$1,836,355.30
Year 7	December 5, 2017 through December 4, 2018	$1,835,822.70
Year 8	December 5, 2018 through December 4, 2019	$1,835,274.03

2. **Software.** Add CGI Advantage Performance Budgeting (Budget Formulation and Performance Budgeting only – excludes Salary and Benefit Forecasting and Budget Book Publishing) for Capital Program Management System (CPMS) to the software maintenance list in Section 2 of Exhibit A to the Proprietary Software Maintenance Agreement.
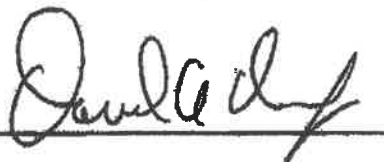
Except as modified by this Amendment 3, all provisions of the original Contract remain in full force and effect.

{remainder of page intentionally blank}

Each party has caused its authorized representative to execute this Amendment 3 as of the Effective Date.

CGI Technologies and Solutions Inc.

By: _____

Name: Daniel Keene

Title: Vice President, Consulting Services

West Virginia Enterprise Resource Planning Board on behalf of the State of West Virginia

By: _____

Name: Earl Ray Tomblin

Title: Governor

By: _____

Name: Glen B. Gainer, III

Title: State Auditor

By: _____

Name: John D. Perdue

Title: State Treasurer

CGI

EXHIBIT C to Amendment 9
CGI Technologies and Solutions Inc.
Proprietary Software Maintenance Agreement

1. **Maintenance Fee.** The maintenance fees are outlined in Attachment A.

    The Maintenance Fees are mandatory as part of the Statement of Work effective December 5, 2011 as amended, between CGI and the Client. The Maintenance Fees will be invoiced per Attachment A.

    Client may buy maintenance services for the Software for subsequent Maintenance Periods in which CGI is offering maintenance services, at CGI's then current prices.

2. **Software.** The maintenance services under this Agreement are provided with respect to the Software and Bundled Software Products outlined in Exhibit A of the Proprietary Software License Agreement between CGI and Client made effective as of December 5, 2011, as amended. Client 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, Customer choses 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:

    a. Adobe Framemaker – 4 Named User Licenses – maintenance services cancelled December 2014

    b. Finite Matters PatternStream – 1 Named User License – maintenance services cancelled December 2014

    c. OpsHub Sync Pac – 0-250 Users – maintenance services cancelled March 2016

    d. IBM WebSphere Process Server for Multi Platforms - 70 IBM PVU – maintenance services cancelled March 2016

    e. JEMH Plugin for JIRA, 100-500 Users Upgrade Commercial License – maintenance services cancelled March 2016

    f. McAfee Antivirus - 26 Users – maintenance services cancelled March 2016

    g. Adobe Present Central Pro - 2 production and 1 non-production printer output licenses – maintenance services cancelled June 30, 2016

    h. Adobe Present Output Designer - 2 Named User Licenses - maintenance services cancelled June 30, 2016

3. **License Agreement.** The Software was provided to Client pursuant to the terms and conditions of that certain Proprietary Software License Agreement between CGI and Client made effective as of December 5, 2011. In the event CGI ceases to operate in the ordinary course of business, Client will be granted a limited license to access and use the CGI Software source code solely for purposes of maintaining the Software, and consistent with the terms of the Proprietary Software License Agreement. Access and use of the CGI source code prior to this release event is prohibited.

Agreed to and initialed for identification by:

_____   _____
(Client)   (CGI)

CGI

Amendment 5 to the Proprietary Software Maintenance Agreement

The following changes are hereby made to Exhibit A of the PSMA:

1. **Add the following to Section 1, Maintenance Fee.**

   The initial Maintenance Period is the period beginning December 5, 2011 and ending on December 4, 2019.

   The Maintenance Fees will be invoiced as outlined in Attachment B. The total maintenance fees being added with Amendment 5 are outlined in the following table as reflected in Attachment B.

Maintenance Period	Maintenance Fee
CGI Advantage Additional Maintenance Fees – Yr8 for Upgrade	$105,626.56
Maintenance Discount	($26,533.33)
Total Additional Maintenance Fees*	**$79,093.23**

   *The maintenance fees of $79,093.23 for the maintenance services of the new and upgraded Bundled Software Products for the Maintenance Period of December 5, 2018 - December 4, 2019 are due and payable upon execution of this Amendment.

   Client may buy maintenance services for the Software for subsequent Maintenance Periods in which CGI is offering maintenance services, at CGI's then current prices.

2. **Replace the portion of Section 2, Software relating to canceled software in its entirety with the following:**

   The maintenance services under this Agreement are provided with respect to the Software and Bundled Software Products outlined in Exhibit A of the Proprietary Software License Agreement between CGI and Client made effective as of December 5, 2011, as amended. Client 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, Customer choses 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:

   a. Adobe Framemaker – 4 Named User Licenses – maintenance services cancelled December 2014

   b. Finite Matters PatternStream – 1 Named User License – maintenance services cancelled December 2014

   c. OpsHub Sync Pac – 0-250 Users – maintenance services cancelled March 2016

   d. IBM WebSphere Process Server for Multi Platforms - 70 IBM PVU – maintenance services cancelled March 2016

   e. JEMH Plugin for JIRA, 100-500 Users Upgrade Commercial License – maintenance services cancelled March 2016

   f. McAfee Antivirus - 26 Users – maintenance services cancelled March 2016

   g. Adobe Present Central Pro - 2 production and 1 non-production printer output licenses – maintenance services cancelled June 30, 2016

CGI

    h.   Adobe Present Output Designer - 2 Named User Licenses - maintenance services cancelled June 30, 2016

    i.   Convey Compliance Systems 1099 Convey- Desktop, 20,000 1099s processed annually – *maintenance services cancelled with this Amendment.*

All other terms and conditions of the PSMA and Exhibit A remain unchanged and in full force and effect.

Agreed to and initialed for identification by:

_____   _____
(Client)   (CGI)

Amendment 6 to the Proprietary Software Maintenance Agreement

The following changes are hereby made to Exhibit A of the PSMA:

1. ## Add the following to Section 1, Maintenance Fee.

   The Maintenance Fees will be invoiced as outlined in Attachment B. The total maintenance fees being added with Amendment 6 are outlined in the following table as reflected in Attachment B.

Item	Maintenance Period	Maintenance Fee
CGI Advantage Annual Maintenance Year 9	December 5, 2019 to December 4, 2020	$1,986,455.52
One-time fee for complete integration and maintenance of Non-CGI enhancements		$125,000.00
Oracle Advanced Compression Initial Maintenance	May 30, 2019 to May 29, 2020	$0.00
Oracle Advanced Compression Maintenance Renewal 1 (see Note 1 below)	May 30, 2020 to December 4, 2020	$66,487.64
Additional Products (listed in Attachment 1) (see Note 1 below)	December 5, 2019 to December 4, 2020	$186,970.98
Agile Assets Maintenance Year 9 (see Note 1 below)	December 5, 2019 to December 4, 2020	$643,593.21
CGI Advantage Annual Maintenance Year 10	December 5, 2020 to December 4, 2021	$1,875,494.40
One-time fee for complete integration and maintenance of Non-CGI enhancements		$125,000.00
Oracle Advanced Compression Maintenance Renewal 2 (see Note 1 below)	December 5, 2020 to December 4, 2021	$34,053.58
Additional Products (listed in Attachment 1) (see Note 1 below)	December 5, 2020 to December 4, 2021	$174,459.50
Agile Assets Maintenance Year 10 (see Note 1 below)	December 5, 2020 to December 4, 2021	$662,901.01

Client may buy maintenance services for the Software for subsequent Maintenance Periods in which CGI is offering maintenance services, at CGI's then current prices.

Note 1: These items are available solely at the State's option. If the State chooses not to purchase from CGI, the State will provide CGI with a minimum of 60-day advance written notification and CGI will work cooperatively with the State to aid in any transition. CGI will provide any related documentation at the State's request.

Note 2: CGI confirms that the following Attachment 1 to Amendment 16 – Additional Products is a true and accurate reflection of the manufacturer's lists created by HP and VMWare provided to CGI in August of 2019 containing the HP hardware and the VMWare software products that have been delivered to the State. .

All other terms and conditions of the PSMA and Exhibit A remain unchanged and in full force and effect.

Agreed to and initialed for identification by:

_____   _____
(Client)   (CGI)

CGI

Amendment 7 to the Proprietary Software Maintenance Agreement

The following changes are hereby made to Exhibit A of the PSMA:

1. **Section 1. Maintenance Fee.**

   Update Section 1, Maintenance Fee, with respect to the Maintenance Fees for Years 9 and 10, as follows:

   The Maintenance Fees will be invoiced as outlined in Attachment B. The total maintenance fees being added with Amendment 7 are outlined in the following table as reflected in Attachment B.

Item	Maintenance Period	Maintenance Fee
CGI Advantage Annual Maintenance Year 9	December 5, 2019 to December 4, 2020	$1,986,455.52
CGI Advantage Annual Maintenance Year 9 for Grants (added with Amendment 17)	Effective date of Amendment 17 to December 4, 2020	$131,231.00
OnCue360 Subscription for Year 9 (added with Amendment 17)	Effective date of Amendment 17 to December 4, 2020	$34,650.00
One-time fee for complete integration and maintenance of Non-CGI enhancements		$125,000.00
Oracle Advanced Compression Initial Maintenance	May 30, 2019 to May 29, 2020	$0.00
Oracle Advanced Compression Maintenance Renewal 1 (see Note 1 below)	May 30, 2020 to May 29, 2021	$65,487.64
Additional Products (listed in Attachment 1) (see Note 2 below)	December 5, 2019 to December 4, 2020	$186,970.98
Agile Assets Maintenance Year 9 (see Note 1 below)	December 5, 2019 to December 4, 2020	$643,593.21
CGI Advantage Annual Maintenance Year 10	December 5, 2020 to December 4, 2021	$1,875,494.40
CGI Advantage Annual Maintenance Year 10 for Grants (added with Amendment 17)	December 5, 2020 to December 4, 2021	$245,801.28
OnCue360 Subscription for Year 10 (added with Amendment 17) (See Note 3 below)	December 5, 2020 to December 4, 2021	$69,300.00
One-time fee for complete integration and maintenance of Non-CGI enhancements		$125,000.00
Oracle Advanced Compression Maintenance Renewal 2 (see Note 1 below)	May 30, 2021 to December 4, 2021	$34,053.68
Additional Products (listed in Attachment 1) (see Note 2 below)	December 5, 2020 to December 4, 2021	$174,459.50

CGI

Agile Assets Maintenance Year 10 (see Note 1 below)	December 5, 2020 to December 4, 2021	$662,901.01

Client may buy maintenance services for the Software for subsequent Maintenance Periods in which CGI is offering maintenance services at CGI's then current prices.
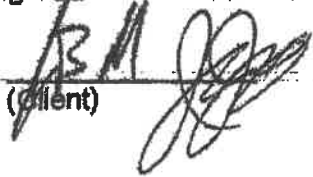
Note 1: These items are available solely at the State's option. If the State chooses not to purchase from CGI, the State will provide CGI with a minimum of 60-day advance written notification and CGI will work cooperatively with the State to aid in any transition. CGI will provide any related documentation at the State's request.

Note 2: CGI confirms that Attachment 1 - Additional Products, which was included in Amendment 16 is a true and accurate reflection of the manufacturer's lists created by HP and VMWare provided to CGI in August of 2019 containing the HP hardware and the VMWare software products that have been delivered to the State.

Note 3: The State may renew on a monthly basis for $8,000.00 per month.

All other terms and conditions of the PSMA and Exhibit A remain unchanged and in full force and effect.

Agreed to and initialed for identification by:

(Client)   (CGI)

Schedule A – CGI Advantage Solution License Terms

This Schedule A is effective upon the effective date of the Agreement. The Proprietary Software License Agreement between the Parties of December 5, 2011, as amended (the "PSLA") is incorporated into this Agreement as modified by this Schedule A, and is included in full in Exhibit 1. By entering into this Agreement, the parties agree to replace Exhibit A of the PSLA, as amended, with this Schedule A. Except as modified by this Schedule A, the PSLA remains in full force and effect. The State has a perpetual, nonexclusive, nontransferable license to use the computer software components listed below as detailed in the PSLA. In accordance with the provisions of the Agreement and the PSLA, and the terms and conditions of the Proprietary Software Maintenance Agreement, incorporated into the Agreement as Schedule B, CGI shall provide maintenance services including all components listed below.

1. **Licensed Software**. CGI is licensing to Client the following computer software components comprising the Software:

CGI Advantage® Financial Management System including the following modules:

CGI Advantage Financial Management Base System

CGI Advantage Treasury Accounting

CGI Advantage Asset Management

CGI Advantage Inventory Management

CGI Advantage Grant Lifecycle Management

CGI Advantage 1099 Reporting

CGI Advantage Travel and Expense Management

CGI Advantage State Reciprocal Program

CGI Advantage Debt Management

-The State has the option to implement this module pursuant to Section 7.5 of the Agreement

CGI Advantage Procurement System including the following modules:

CGI Advantage Procurement Professional

CGI Advantage Vendor Self Service (VSS)

CGI Advantage Grantor Extensions

CGI Advantage Performance Budgeting

CGI Advantage Human Resource Management System including the following modules:

CGI Advantage Human Resource Base System

CGI Advantage Employee Self Service

CGI Advantage Manager Self Service

-The State has the option to implement this module pursuant to Section 7.5 of the Agreement

CGI infoAdvantage

CGI infoAdvantage Dashboard

CGI Advantage Case Management System – Limited use license for up to 10 use cases including grants (up to 2,500 users)

CGI OnCue360 – Limited use subscription for up to 10 use cases including grants

CGI is providing to Client one (1) copy of the CGI Advantage Software on machine-readable media.

2. **Licensed Documentation**. The Specifications for the CGI Advantage Software specified in Section 1 of this Schedule, are as set forth in the documentation available for download on the CGI website (https://sc.cgi.com/advantage/) or packaged with the Software installation; referred to in this Agreement as the "Documentation."

Documentation for Bundled or Additional Third Party Software is available on the applicable third party website.

3. **License Type.** The Software is licensed to Client on the following basis:

Site License. Client is permitted to use the Software at the computer facility or facilities listed below with the exception of CGI infoAdvantage, which is a named user license (or server license if Server Bundle). In the event of the failure of the computers at the listed location(s), Client may use the Software at a back-up computer facility in the same country until operations at the primary facility have been restored.

> WVSAO Data Center
> Capitol Complex
> 1900 Kanawha Blvd. E.
> Building 1, Room W-130
> Charleston, WV 25305
>
> OR
>
> 837 Chestnut Ridge Rd
> Morgantown, WV 26505

Additionally, Client may use the Software at CGI's data center at 10007 South 51st Street, Phoenix, AZ 85044 during the term of the Agreement.

Should Client desire to use the Advantage Software for additional named users or at additional facilities, Client may purchase additional licenses at CGI's then-current prices. In addition, the Client may purchase additional use cases for CGI Case Management or OnCue360 pursuant to Section 7.3 of the Agreement.

4. **Work that May be Processed.** Client may only use the Software to process Client's own work. Client may only use the CGI InfoAdvantage software with the CGI Advantage databases.

5. **License Fee.** The licenses specified in Section 1 and Section 7 of this Schedule A, have been granted to Client for License Fees previously paid. No License Fees are due and payable for the additional Bundled Software Products added upon execution of this Agreement. The Software added with this Agreement is accepted upon execution of this Agreement. CGI shall submit invoices via email or US mail to the following:

> Mr. Kent Hartsog
> WV OASIS Project Director
> Capitol Complex
> 1900 Kanawha Blvd. E.
> Building 1, Room W-100
> Charleston, WV 25305
> Email: kent.hartsog@wvsao.gov

6. **Bundled Software Products.** CGI is providing the following Bundled Software Products to Client:

Adobe RoboHelp® Office - 2 Named User Licenses

Business Objects Enterprise & WebIntelligence Unrestricted Bundle - 4 CPU Premium License
SAP Business Objects Xcelsius Enterprise Interactive Viewing Unrestricted - 4 CPU
SAP Business Objects Xcelsius Enterprise Designer Unrestricted - 10 Named Users
[Governed by Shrink- wrap License]

Microsoft Windows Server Datacenter Edition -2 cores, Microsoft Qualified, Open License, Single Language – 24
Microsoft Windows Server Standard Edition - 2 cores, Open License, Single Language - 16

MapQuest – Enterprise Edition 1,000,000 to 2,500,000 transactions annually (see note immediately following)
[Governed by Shrink-wrap License]
Upon go-live of Travel and Expense Management, MapQuest will be replaced by Google Maps as set forth in the Travel and Expense Management contract.

Micro Focus Visual COBOL Production (Linux) <50,000 employees – 1 License
Micro Focus Visual COBOL Non Production (Linux) <50,000 employees – 1 License
Micro Focus Visual COBOL for Eclipse (Linux or Win) – 4 Named Users

Micro Focus Lease Server for COBOL Linux - Non Prod 5.1 – 1 license <50,000 employees, expires 12 months after license key is provided (5/3/2020)
Micro Focus Lease Server Express – 1 license, expires 5 months after license key is provided (5/3/2020)
[Micro Focus Terms provided as Attachment 2 to Exhibit A of Amendment 14]

Oracle Database Enterprise Edition - 72 Processors *[Governed by Shrink-wrap License]*
Oracle Partitioning - 72 Processors *[Governed by Shrink-wrap License]*
Oracle Real Application Clusters One Node - 12 Processors *[Governed by Shrink-wrap License]*
Oracle Diagnostics Pack - 72 Processors *[Governed by Shrink-wrap License]*
Oracle Tuning Pack - 72 Processors *[Governed by Shrink-wrap License]*

Perforce - 15 Named User Licenses *[Governed by Shrink-wrap License]*

DataConnect 11 Flex - 1 Batch Eng, Prod (Sub) – 3 Server Licenses
DataConnect 11 Flex - 1 Batch Eng - Dev/Test (Sub) includes 5 Developers – 1 Server License
DataConnect 11 Flex - 1 Batch Eng, HS/DR (Sub) – 3 Server Licenses
DataConnect 11 Flex - 1 Dev User, Prod (Sub) – 8 Named User Licenses

Pitney Bowes Universal Address Module – Production and non-production – Unlimited Users – 1 License *[Governed by Shrink-wrap License]*

RedHat Enterprise Linux Server (Physical or Virtual Nodes) - Premium Subscription – 10 Licenses
Red Hat Enterprise Linux for Virtual Data Centers - Premium Subscription – 5 Licenses
RedHat JBoss with Management – Premium – Production – 54 core
RedHat JBoss with Management – Premium – Non- Production – 66 core

Versata Logic Server - 1 Site License
Versata Logic Studio - 4 Named User Licenses

Eclipse BIRT Engine – Production – 2 Core
Eclipse BIRT Engine – Non-Production – 2 Core
Unlimited copies of BIRT Designer are included with BIRT Modules
JIRA - 250 Named User Licenses *[Governed by Shrink-wrap License}*

Bundled Software Products Added with this Agreement:

SUSE Rancher – 1 Management Server and up to 14 Worker Nodes

CMI Timeclocks System Management Software – 1 License to support all Timeclocks
-The State has the option to purchase Time Clocks, and associated System Manager Software, pursuant to Section 7.2 of the Agreement
-Time Clock System Manager Software will be provided if and as ordered by the State, based on the actual number of Time Clocks purchased pursuant to the State's option

OpenText PunchOut - ALLOY Platform
-The State has the option to purchase the ability to implement Punch Out catalogs pursuant to Section 7.1 of the Agreement
-The OpenText PunchOut - ALLOY Platform will be provided if and as ordered by the State, based on the Number of Suppliers purchased pursuant to the State's option

Bundled Software Products Discontinued with this Agreement:
Under this Agreement CGI will no longer provide maintenance support on the following items:
-Oracle Advanced Compression – Processor Perpetual – Quantity 32
-All items listed in Attachment 1 to Amendment 16 – Additional Products

All rights of Client in and to the Bundled Software Products will be governed by the terms and conditions of this Agreement, unless otherwise specified herein. The terms of the WV -96A Agreement Addendum for ERP Software (Rev. 11/11) shall prevail in the event of any conflicts and CGI will indemnify the State for claims by a Bundled Software licensor as a result of the WV -96A Agreement Addendum for ERP Software (Rev. 11/11) taking precedence over the terms in the applicable Shrink-Wrap License above. CGI does not itself give or make any warranty of any kind with respect to the Bundled Software Products. In addition, the Bundled Software Products may contain or require the use of open source products. Any open source products incorporated in, or used with, the Software are subject to the applicable open source license agreement. Such termination or changes in the Software which CGI may make from time to time may make it necessary for Client to acquire, at its own expense, updated versions of the Bundled Software Products or additional Bundled Software Products.

Schedule B – CGI Advantage Maintenance Support Program

This Schedule B is effective upon the effective date of the Agreement. The Proprietary Software Maintenance Agreement between the Parties of December 5, 2011, as amended (the "PSMA") is incorporated into this Agreement, and is included in full in Exhibit 2. For ease of reference, the terms of Section 2. Maintenance of the PSMA are replicated below. The Maintenance Fee schedule for CGI Advantage Maintenance Support is contained in Section 3.1 of the Agreement for the periods indicated.

MAINTENANCE

A.   CGI Standard Support and Maintenance Services provide the Client: with the required ongoing enhancements to the Software to address functional and technical changes. Specifically, the Standard Support and Maintenance Services provide these major components:

- Internet access through our secure website, eAccess (https://support.cgiams.com//advantage), to a variety of 24x7 support materials.
- Help Desk Support with direct phone, email, and web support on the baseline products through the CGI Client Support Center. Standard hours of operation are 8 am EST to 9 pm EST Monday – Friday. CGI can be reached as 800-321-0267 via phone and https://suppofi.cgi-ams.com//advatage via our online support website.
- Software incident corrections to the Software.
- Software releases are provided periodically to address technical and functional compatibility with system software and ongoing regulatory changes and changes to business practices. Documentation updates are provided as part of each release. Additional Software incident corrections will be included in releases, as dictated by testing requirements and the magnitude of the required change.
- Enhancements to the Software are provided in new releases of the AMS Advantage solution.
- Membership to the AMS Advantage User Group. Membership provides the option to participate in various user group activities such as the annual CGI Forum, regional User Group meetings and voting for the User Group Steering Committee that works closely with CGI on a variety of client issues and concerns. Membership also provides each site the option of proposing a candidate for election to the User Group Steering Committee.

CGI will support the following features of the AMS Advantage Solution:

- The system components that the Client is currently contracted for and is paying maintenance on;
- The third-party software component releases that are compatible with the currently supported version of the AMS Advantage solution;
- The documented features of the AMS Advantage Software, as listed on the delivered on-line documentation and help files;
- All standard baseline features of the system, including configuration tables (e.g. Required Elements) of the AMS Advantage Software, that do not include infrastructure

or other programming code changes. Any client-specific configuration tales will not be supported.

- Prioritization of all issues and software incidents according to the following schedule:

Severity	Definition
1 - Critical	A problem with CGI supported Software causing critical impact to the client's business operation. No workaround is immediately available and work using the Software cannot continue.
2 - Serious	A problem with CGI supported Software causing significant impact to the client's business operation. A workaround is available but is unacceptable beyond a short term basis, meaning 72 hours or less.
3 - Moderate	A problem with CGI supported Software that impairs some functionality, but a short term workaround exists that is acceptable to the Client.
4 - Minor	A problem that does not significantly affect functionality of the Software that is critical to the State's business operation.

B.   CGI may, at its option, investigate and correct suspected software incidents at CGI's offices to the extent possible. If a suspected software incident is attributable to a cause other than the Software as delivered by CGI, then Client will pay for CGI's work on a time-and-materials basis, using discretionary hours in accordance with Section 3.2 of the Agreement. If the Software module containing the software incident has been modified by non-CGI personnel, CGI will charge Client on a time-and-materials basis using discretionary hours in accordance with Section 3.2 of the Agreement, for analyzing and fixing the software incident in Client's version, and for any installation assistance Client requires.

C.   All Enhancements and corrections to the Software and Documentation provided by CGI pursuant to this Agreement will become part of the Software and Documentation for the purposes of the License Agreement at the time they are provided to Client and are hereby licensed to Client as part of the Software and Documentation pursuant to all of the terms and conditions of the License Agreement.
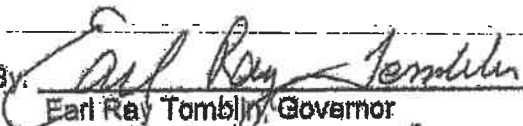
CGI Technologies and Solutions Inc.

and the West Virginia Enterprise Resource Planning Board on behalf of

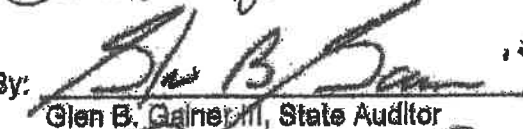## the State of West Virginia

This document contains the signatures of the West Virginia Enterprise Resource Planning Board acting on behalf of the State of West Virginia (the "State") for the purpose of entering into the following agreements with CGI Technologies and Solutions Inc. ("CGI") effective December 5, 2011 ("Effective Date"):

1. WV-96A Agreement Addendum for ERP Software (Rev. 11/11) as amended; and

2. CGI Advantage Proprietary Software License Agreement with Exhibit A, Advantage Bundled Software Product Licenses effective December 5, 2011.

The State has caused its authorized representatives to execute these agreements as of the Effective Date.

West Virginia Enterprise Resource Planning Board
on behalf of the State of West Virginia

By: _____
Earl Ray Tomblin, Governor

By: _____
Glen B. Gainer III, State Auditor

By: _____
John D. Perdue, State Treasurer

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 09/10/2021

PRODUCER
Aon Risk Services Central, Inc.
Minneapolis MN Office
5600 West 83rd Street
8200 Tower, Suite 1100
Minneapolis MN 55437 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122
FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Property Cas Co of America	25674
INSURER B: The Travelers Indemnity Co of America	25666
INSURER C: Zurich American Ins Co	16535
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
CGI Technologies and Solutions Inc.
11325 Random Hills Road, 8th Floor
Fairfax VA 22030 USA

COVERAGES   CERTIFICATE NUMBER: 570089112816   REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY			GLO379277514	06/01/2021	06/01/2022	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$1,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$1,000,000
	OTHER:							
C	AUTOMOBILE LIABILITY			BAP 3792988-13	06/01/2021	06/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
B A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N	N/A	UB4P3327872151K UB4P2459202151R	06/01/2021 06/01/2021	06/01/2022 06/01/2022	X PER STATUTE OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH)						E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-POLICY LIMIT	$1,000,000
C	E&O-MPL-Primary			EOC435890514 SIR applies per policy terms & conditions	06/01/2021	06/01/2022	Per Claim Aggregate	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Agreement for Software Maintenance Services, December 12, 2021. State of West Virginia, through its Enterprise Resource Planning Board is included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Professional Liability policies. Should General Liability, Automobile Liability and Workers' Compensation policies be cancelled before the expiration date thereof, the policy provisions will govern how Notice of Cancellation may be delivered to Certificate Holders in accordance with the policy provisions. The Professional Liability policy includes an extension of Technology Errors & Omission, Network/Cyber Security and Privacy Liability.

CERTIFICATE HOLDER
State of West Virginia, through its Enterprise Resource Planning Board
2019 Washington St., East
Charleston WV 25305 USA

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Aon Risk Services Central, Inc.