

AMENDMENT NO. 2**to the Master License Agreement concluded on November 16th, 2011**

BETWEEN: **CGI Technologies and Solutions Inc.**, a Delaware Corporation (and a wholly-owned subsidiary of CGI Group Inc.), having its principal place of business at 11325 Random Hills Road, Fairfax, Virginia, USA 22030, (“CGI”)

AND: **The Department of Public Utilities, City of Columbus Ohio** and **The Department of Technology of the City of Columbus Ohio**, a corporate body, duly constituted under the laws of the State of Ohio, having its principal place of business at 910 Dublin Rd., Columbus Ohio, 43215, (“Customer”)

WHEREAS the parties wish to amend the aforementioned Master License Agreement of November 16, 2011 as agreed to in this Amendment No. 2 (the “Amendment”);

THEREFORE, for good and valuable consideration and subject to the terms and conditions hereinafter set out, the parties agree as follows:

This Amendment modifies the Agreement as provided hereunder, which Agreement continues to apply fully except as stated hereunder.

1. The following describes the changes to the Agreement based on the purchase of additional licenses. The additional licenses are detailed below followed by the total list and number of licenses after the modifications.
 - a) Based on the Quote for Additional PragmaCAD Licenses dated November 17, 2016, the number of CGI Dispatcher and SkyVIEW/PragmaGEO Licenses is increased as detailed in the table below describing the licenses and the associated pricing.

CGI Licenses (for up to 350K meters)	Qty	Unit Price	US\$ List
MWM-only (PragmaCAD) Dispatcher Seats-Full Time	4	\$ 1,500	\$ 6,000
SkyVIEW (PragmaGEO) only Dispatcher Seat- Full Time	2	\$ 1,500	\$ 3,000
Total List Price Additional Licenses:			\$ 9,000
			Discount (20%)
			-\$1,800
Total Discounted CGI licenses			\$7,200

- b) Based on the Quote for Additional MapPoint Licenses dated November 16, 2016, the number of MapPoint licenses is increased as detailed in the table below describing the licenses and the associated pricing.

Microsoft MapPoint 2013 Standard Edition	Qty	Unit Price	Total Price
Microsoft MapPoint 2013 Standard Edition Licenses	2	\$225	\$450 Procured separately (PO036117)

- c) The total quantities and types of CGI and MapPoint licenses as a result of this amendment are detailed below. These tables replace the tables found in Exhibit 1 of the Agreement.

List of Licenses Core Software

---For information purposes only---

CGI Server Licenses (for up to 350k meters)	Qty	Amendment No. 2 Additional Licenses	List US\$	Total US\$
PragmaCAD (up to 350k customers), 1 agency, SDM plus, auto-dispatch and 3 included dispatcher seats	1		\$75,000	\$75,000
PragmaCAD Availability	1		\$22,500	\$22,500
PragmaCAD Appointment/Work Optimization	1		\$25,000	\$25,000
PragmaCAD Route Optimization	1		\$12,500	\$12,500
SkyVIEW	1		\$7,500	\$7,500
PragmaROAD	1		\$15,000	\$15,000
CGI Seat Licenses:				
MWM-only (PragmaCAD) Dispatcher Seats- Full Time (3 seats are included with PragmaCAD)	3	4	\$1,500	\$10,500
SkyVIEW (PragmaGEO) only Dispatcher Seat - Full Time	6	2	\$1,500	\$12,000
MobLITE for laptops	60		\$200	\$12,000
MobLITE (Value Pack)	60		\$145	\$8,700
PragmaROAD licenses for mobiles	60		\$230	\$13,800
Subtotal				\$214,500

List of Third party MapPoint software

---For information purposes only---

Microsoft MapPoint Standard Edition	Qty	Amendment No. 2 Additional Licenses	Unit Price	Total Price
Microsoft MapPoint 2009 Standard Edition Licenses	66		\$225	\$14,850
Microsoft MapPoint 2013 Standard Edition Licenses		2	\$225	\$ 450

d) The number of MapPoint licenses stated in Exhibit 2 of the Agreement is changed as follows:
Licenses: 68

2. Upon signature of this Agreement and Customer's Purchase Order, CGI will remit one (1) invoice in the amount of *US Seven thousand two hundred dollars (\$US 7,200.00)* associated to the CGI Licenses and one (1) invoice in the amount of *US four hundred fifty dollars (US \$450.00)* associated to MapPoint Licenses as detailed above in items 1a and 1b.
3. This Amendment together with the Agreement and Amendment No. 1 represents the entire and final understanding of the parties in relation to its subject matter. To the extent the terms of this Amendment conflict with the Agreement, this Amendment shall control.
4. The capitalized terms used herein shall have the same meaning set forth in the Agreement. Except to the extent otherwise provided in this Amendment, all the other terms and conditions of the Agreement shall remain in full force and effect.
5. This Amendment may be executed in counterparts, all of which together shall constitute one amendment binding on all the parties notwithstanding that all the parties are not signatories to the original or the same counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No.1 to the Agreement on _____, 2016.

CGI Technologies and Solutions Inc.

By: _____
Name: David Hotte
Title: Vice-President, Consulting Services

By: _____
Name:
Title:

City of Columbus, Ohio

Department of Public Utilities, Columbus
OH

By: _____
Name: Tracie Davies
Title: Director, Public Utilities

Department of Technology, Columbus OH
By: _____

Name: H. Samuel Orth III
Title: Director, Technology