

AMENDMENT NO. 1
to the Software Support Agreement of November 16, 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,

(hereinafter referred to as "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, (hereinafter referred to as "**Customer**")

WHEREAS the parties wish to amend the Software Support Agreement as agreed to herein;

WHEREAS, CGI Technologies and Solutions Inc. (hereinafter "CGI") and the Department of Public Utilities, City of Columbus Ohio (hereinafter "DPU") have entered into a Master License Agreement on November 16, 2011 (hereinafter the "MLA") for licensing of Licensed Software (as this term is defined hereinafter);

WHEREAS DPU is the end user of the Licensed Software but will not be receiving support services in relations to the Licensed Software directly from CGI. CGI will rather be providing support services to the Department of Technology, City of Columbus Ohio (hereinafter "DOT");

WHEREAS DOT will be receiving support services in relations to the Licensed Software on behalf of DPU in receiving Support Services for the purpose of providing support services to DPU."

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

The following is a formal Amendment No. 1 (the "Amendment") to the Software Support Agreement (the "Agreement") between CGI and the Customer, entered into between CGI and the Customer on November 16, 2011, which shall continue to apply fully, exclusively as expressly amended hereunder:

1. CGI added support for the Banner Interface as described in Appendix D annexed hereto.
2. Replace Appendix D of the Agreement in its entirety with the Appendix D annexed hereto.
3. Replace the Authorized Customer Representatives listed in Appendix E of the Agreement with the following:

Server Support

Ivan King

IKKing@columbus.gov

(614) 645-8057

Wayne Gaiter

WGaiter@Columbus.gov

(614) 645-5755

Application Support

Gregory A. Dukes

gadukes@columbus.gov

(614) 645-6124

Brian White

BRWhite@Columbus.gov

(614) 645-8565

Lora Beth Canterbury

lcantebury@Columbus.gov

(614) 645-3006

Database Support

Qishui Zhang

QIZhang@columbus.gov

(614) 724-1530

4. The Agreement will include the following modifications to items 1.5, 1.11 and 11.7:
 - Replace item 1.5 “client Customized Software” with the following:
“Client Customized Software” shall mean the program functions in machine readable object code only added or connected to the Licensed Software including,

without limitations, all interfaces developed by CGI for DPU and fully identified in Appendix D.

- Replace item 1.11 “Licensed Software” with the following:
“Licensed Software” shall mean the core modules, excluding custom code, of the software components for which a Software License was entered into between DPU and CGI as a result of the MLA, in machine readable object code only owned by CGI. Such software components are identified in Appendix D.
- Add the following to item 11.7 under “To the Customer:”
Department of Technology
City of Columbus Ohio
1111 E Broad Street
Columbus, OH 43215
Attention: Sonia Krammes
Phone: (614) 645-5392

5. This Amendment No. 1, together with the Agreement, represents the final understanding of the parties in relation to its subject matter.
6. All the other terms and conditions of the Agreement apply to this Amendment.
7. 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 _____, 2015

CGI Technologies and Solutions inc.

By: _____

Date: _____

Name: _____

Title: _____

City of Columbus, Ohio

Department of Public Utilities, Columbus OH

By: _____

Name:

Title:

Department of Technology, Columbus OH

By: _____

Name:

Title:

Appendix D

Summary of Support Fees

CGI Software Support Plan	Licensed CGI Software List Price	Yearly Support
Evergreen 3-Year Support Plan (at 19%)	\$205,500	\$39,045

Client Customized Software- Yearly Support

CGI Software Support Plan	Cost	Yearly Support
Banner Interface - Support for the Banner interface (at 19%)	\$15,000	\$2,850

Prices contained herein shall be increased yearly, starting on the first anniversary of the Effective Date, on the basis of the Canadian Consumer Price Index (CCPI).

The table below provides a list of the CGI licenses covered under this Agreement (for reference purposes only).

CGI Server Licenses (for up to 350k meters)	Qty	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 Dispatcher Seats- Full Time (3 seats are included with PragmaCAD)	3	\$1,500	\$4,500
SkyVIEW only Dispatcher Seat - Full Time	6	\$1,500	\$9,000
MobLITE for laptops	60	\$200	\$12,000
MobLITE (Value Pack)	60	\$145	\$8,700
PragmaROAD licenses for mobiles	60	\$230	\$13,800
Total CGI Licenses List Price			\$205,500

The table below provides the list of Client Customized Software covered under this Agreement.

Client Customized Software	Total US\$
Banner Interface	\$15,000