



STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 1

CONTRACT #: AR2475

Starting Date: Unchanged

Expiration Date: Unchanged

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and CGI Technologies and Solutions Inc. ("CGI") (Referred to as **CONTRACTOR**).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

Section 13B.D of Contract # AR2475 is deleted in its entirety and replaced with the following:

13B. Limitation of Liability and Remedies

D. Liability Limits. Except as otherwise provided in the applicable Participating Addendum, each party's liability for damages for all claim(s) arising out of or relating in any way to any of the Services (including without limitation, for breach of contract, breach of warranty, for its indemnification obligations, missed Service Levels, negligence or other tort claim) shall be as set forth in this Section 13B.D. Contractor's aggregate liability for any and all claims, losses or liability arising out of, or connected with the Services provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in: (i) an amount equal to two (2) times the charges specified in the Purchase Order for the Services, or parts thereof forming the basis of the Purchasing Entity's claim (said amount not to exceed a total of twelve months (12) months charges under the applicable Purchase Order) or (ii) one million dollars (\$1,000,000), whichever is greater.

Effective Date of Amendment: August 22, 2017

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.
IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH

Harold F. Lewis 9/14/17
Contractor's Signature Date

Kent Beers 9.18.17
Kent Beers Director
State of Utah Division of Purchasing Date

Harold F. Lewis
Contractor's Name (Print)

Vice President, Consulting
Title (Print)

Purchasing Agent	Phone #	e-mail	Contract #
Solomon Kingston	801-538-3228	skingston@utah.gov	AR2475