



North Carolina Department of Revenue

Pat McCrory
Governor

January 21, 2014

Lyons Gray
Secretary

VIA OVERNIGHT MAIL

Mr. Joseph C. Figini
Senior Vice President & General Counsel
CGI Technologies and Solutions, Inc.
11325 Random Hills Road, 8th Floor
Fairfax, Virginia 22030

SUBJECT: Mutual Agreement to Terminate Contract

Dear Mr. Figini:

I received your letter dated January 17 and its enclosures earlier today. In accordance with the arrangement which you and I worked out, the Secretary has signed both originals, and I enclose one with this letter for your files.

Yours truly,

A handwritten signature in cursive script that reads "Daniel E. Garner".

Daniel E. Garner
General Counsel

enclosure

MUTUAL AGREEMENT TO TERMINATE CONTRACT

Whereas, the North Carolina Department of Revenue (hereinafter "DOR") and CGI Technologies and Solutions Inc. (hereinafter "CGI") entered into a contract on or about August 29, 2008 (the "Contract"), for CGI to replace the DOR's current integrated tax system with a solution named the Tax Information Management System ("TIMS") that would fully support all of the essential functions of tax administration for the State of North Carolina, and

Whereas, the parties mutually wish to terminate the contract on a "no-fault" basis as of 5:00 p.m. on Friday, January 10, 2014, with no further obligations between them, and

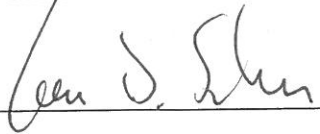
Whereas, CGI agrees to return all DOR property and to submit final invoices for all unbilled work up to termination, and

Whereas, DOR agrees to deliver payment for work performed under the Contract.

Now, therefore, for good and valuable consideration received and acknowledged, the parties agree that, upon execution of this Mutual Agreement to Terminate the Contract (the "Agreement"):

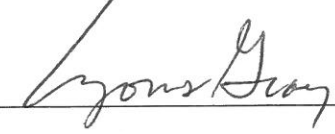
1. The Contract shall be terminated by mutual agreement on a "no-fault" basis effective January 10, 2014, and neither party shall have any obligations to the other thereunder except as specifically set forth in this Agreement.
2. DOR shall deliver the sum of \$5,000,000 (Five Million dollars) to CGI by ACH transfer within ten (10) business days of the execution of this Agreement.
3. CGI and DOR hereby release each other from any and all claims, and extend to each other covenants not to sue, upon any cause of action arising under or related to the Contract, and agree that all rights duties and obligations between them are complete, and that neither party owes the other compensation or monies for any other cause of action or purpose other than as set forth in this Agreement, nor are they liable to the other for anything (including but not limited to damages or any other legal or equitable remedy) under or related to the Contract, or under any other legal theory or cause of action in any way related to the Contract whatsoever, in any forum whether the claims are known or unknown at the time of execution of this Agreement; provided, however, that nothing in this release of claims shall prevent either party from pursuing any claims to enforce the terms of this Agreement.
4. Both CGI and DOR agree not to disparage the other and agree to make only positive or neutral references regarding the other, the Contract, the TIMS Project, and the reasons for the mutual termination of the Contract.
5. This Agreement is executed with duplicate original documents.
6. The parties represent that the signatories below are authorized representatives with the full power and authority to bind each of them to this Agreement.

FOR CGI



Date 01/16/2014

FOR DOR



Date 01-16-2014