

EXHIBIT 2

ASSIGNMENT AND AMENDMENT AGREEMENT WITH CONSENT

ASSIGNMENT AND AMENDMENT AGREEMENT WITH CONSENT

This assignment and amendment agreement with consent (the "Assignment and Amendment") is entered into as of June 20th 2014, by and among CGI Technologies and Solutions Inc., a Delaware corporation ("Assignor"), the Commonwealth of Massachusetts Information Technology Division ("Assignee"), and LOGICWORKS SYSTEMS CORPORATION ("Consentor") (each, a "party" and collectively, the "parties"). All capitalized terms used herein and not otherwise defined herein shall have the same meaning as set forth in the Contract.

RECITALS

A. Assignor entered into the Contract for Services Purchased ("Contract") with the University of Massachusetts/Worcester ("University") on July 9, 2012 (which was subsequently assigned by University to Assignee on March 11, 2014) for the purpose of implementing and hosting a health exchange.

B. Assignor entered into a Master Services Agreement, together with all amendments, Exhibits and Service Orders thereto, with Consentor dated December 21, 2012 (the "Agreement") pursuant to which Consentor would provide (as a subcontractor to Assignor) certain hosting services for Assignor's client, the University. A copy of the Agreement is attached as Attachment 1 hereto.

C. Pursuant to Amendment 8 to the Contract ("Amendment 8"), which Assignor and Assignee are executing simultaneously with this Assignment and Amendment, Assignor is no longer obligated to provide hosting services to Assignee for the health exchange, and Assignee desires to immediately begin purchasing those services directly from Consentor under a new procurement pursuant to M.G.L. c. 30B, §8.

D. Assignor seeks to assign all of its right, title and interest, obligations and liabilities and to delegate all of its obligations, responsibilities and duties in, to and under the Agreement to Assignee, and Assignee desires to accept such assignment and delegation.

E. Pursuant to the terms and conditions of the Agreement or applicable law, Assignor may not be able to assign the Agreement to Assignee without Consentor's prior written consent.

F. Assignee and Consentor desire to amend the Agreement pursuant to the terms of Section 20 to, among other things, change the notice provisions and the term, as set forth in Section 6 of this Assignment and Amendment.

G. In order to effect the assignment of the Agreement by Assignor and Assignee, to induce Consentor to consent to the assignment of the Agreement by Assignor to Assignee, and to amend the Agreement, Assignor and Assignee desire to make and enter into this Assignment and Amendment, and Consentor is willing to execute and deliver this Assignment and Amendment under the terms hereof.

NOW, THEREFORE, in consideration of the promises and in further consideration of the covenants and agreements herein contained, Consentor, Assignor, and Assignee hereby agree as follows:

1. Effective upon the execution of this Assignment and Amendment by the last party to sign it, Assignor hereby transfers, assigns and conveys to Assignee the rights, title and interest of Assignor in, to and under the Agreement, and delegates to Assignee all of Assignor's future obligations and liabilities under the Agreement, as amended hereby, provided that the assignment in this Section 1 does not include any rights,

claims, demands, damages, actions, causes of action or lawsuits against Consentor that are being released, discharged or waived by Assignor pursuant to Section 5(b) below.

2. Effective upon the execution of this Assignment and Amendment by the last party to sign it, Assignee hereby accepts the assignment of Assignor's interest in the Agreement pursuant to Section 1 and assumes all of the future obligations and liabilities of the Assignor under the Agreement, as amended hereby.

3. Effective upon the execution of this Assignment and Amendment by the last party to sign it, Consentor hereby consents to the assignment and delegation of the Agreement by Assignor to Assignee in accordance with the terms of this Assignment and Amendment and hereby releases Assignor from the future duties and obligations assumed by the Assignee with respect to the Agreement.

4. Within 7 days following the date on which Assignor receives a fully-executed copy of the Assignment and Amendment, Assignor shall pay to Consentor all unpaid fees for Services provided under the Agreement up to and including the effective date of the assignment, delegation and assumption described above in Sections 1 and 2 of this Assignment and Amendment. Except as provided in the previous sentence, Consentor hereby waives any and all claims and demands it has against Assignee with respect to any amounts of any kind or nature claimed by Consentor that accrued under the Agreement prior to and on the effective date of this Assignment and Amendment.

5.

(a) Effective upon the execution of the Assignment and Amendment by the last party to sign it, Consentor hereby releases and forever discharges Assignor from, and covenants never to sue with respect to, any and all claims, demands, damages, actions, causes of action, or lawsuits of any kind or nature whatsoever, whether in law or equity, known or unknown, matured or unmatured, asserted or unasserted, suspected or unsuspected, which Consentor may have had or may now or hereafter have or raise against Assignor by reason of any matter, cause or thing whatsoever from the beginning of the world through the effective date of this release that in any way relates to or arises out of the Agreement. Notwithstanding the foregoing, nothing herein shall be construed or interpreted as a release of Assignor's obligations under this Assignment and Amendment.

(b) Effective upon the execution of the Assignment and Amendment by the last party to sign it, Assignor hereby releases and forever discharges Consentor from, and covenants never to sue with respect to, any and all claims, demands, damages, actions, causes of action, or lawsuits of any kind or nature whatsoever, whether in law or equity, known or unknown, matured or unmatured, asserted or unasserted, suspected or unsuspected, which Assignor may have had or may now or hereafter have or raise against Consentor by reason of any matter, cause or thing whatsoever from the beginning of the world through the effective date of this release that in any way relates to or arises out of the Agreement. Notwithstanding the foregoing, nothing herein shall be construed or interpreted as a release of Consentor's obligations: (A) to the parties under this Assignment and Amendment; or (B) to Assignee that arise under the Agreement after it has been assigned pursuant to this Assignment and Amendment.

6. Amendments. Pursuant to the terms of Section 20 of the Agreement, Assignee and Consentor hereby agree to amend the Agreement as follows:

(a) The entire agreement between Consentor and Assignee shall consist of the following documents in the following order of precedence:

a. The Section 11 Clarification, set forth in Attachment 2 hereto;

- b. The Commonwealth's Term and Conditions, set forth in Attachment 3 hereto;
- c. The Commonwealth's Standard Form Contract, set forth in Attachment 4 hereto;
- d. This Assignment and Amendment; and
- e. The Agreement.

(b) Prior to or on the date that this Assignment and Amendment is executed, the Consensor shall provide signed copies of the following documents to Assignee, copies of which are attached hereto as Attachment 5 hereto:

- a. W-9 form;
- b. Contractor Authorized Signatory Form;
- c. Electronic Funds Transfer Form; and
- d. Prompt Pay Discount Form.

(c) The Committed Term of the Agreement is hereby extended to September 30, 2015. Thereafter, the parties may by mutual written agreement extend the Agreement for up to five additional one year terms.

(d) All invoices will be provided by Consensor and fees and payments made by Assignee in accordance with Assignee's standard payment terms as set forth in the Commonwealth's Terms and Conditions and Standard Contract Form. Section 6 of the Agreement is hereby amended accordingly.

(e) Notices under Section 8 of the Agreement regarding a spike in usage, storage being close to capacity or another alert that was configured and tested jointly by the parties will be provided to Assignee (and not Assignor) via phone using a number provided by Assignee to Logicworks in writing, and may also be sent to Assignee either through LogicOps or by sending an email to the following address: charles.desourdy@state.ma.us or other email address as Assignee may later identify in a written notice to Consensor.

(f) Section 28 of the Logicworks Master Services Agreement is hereby modified such that it now reads as follows in its entirety: "28. [Intentionally Omitted]".

(g) All notices under Section 34(a)(2) of the Agreement will be provided to Assignee (and not Assignor) by mail to the following address: General Counsel, Information Technology Division, Room 804, 8th floor, One Ashburton Place, Boston MA 02018.

7. For the avoidance of doubt, RFR No. CW12-JD-0022-0001 (the "Health Exchange RFR") is not binding on Consensor and Assignee and it is not incorporated by reference into the Agreement, and except for the 23 pages attached to the Agreement as Exhibit H, Assignor's response to the Health Exchange RFR is not binding on Consensor and Assignee and it is not incorporated by reference into the Agreement.

8. The Consensor hereby represents and warrants (i) that the Agreement is in full force and effect; and (ii) Consensor has not subcontracted any portion of the Services other than the Services subcontracted to the third-party contractors as described in Attachment 6 hereto. Within ten (10) days of the

execution of this Assignment and Amendment by the last party to sign it, Consentor will deliver to Assignee unredacted copies of such subcontracts.

9. The Agreement as amended hereby is hereby ratified and confirmed in all respects, other than Assignee being Assignor's successor thereunder, and the parties hereto agree that the terms and conditions of the Agreement as amended hereby shall be and remain in full force and effect. Hereafter the terms "CGI" or "Client" as used in the Agreement shall refer to Assignee.

10. The covenants, obligations, and agreements of Assignor, Consentor, and Assignee contained herein are for the direct benefit of the parties hereto and their successors and assigns, and this Assignment and Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective parent, subsidiaries, affiliates, directors, officers, employees, representatives, agents, attorneys, successors and assigns.


11. This Assignment and Amendment shall be executed in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, with delivery to be accomplished first by facsimile or electronic mail exchange of signature pages, originals to follow by reputable overnight courier.

12. This Assignment and Amendment is entered into in the Commonwealth of Massachusetts, and the laws of the Commonwealth, without giving effect to its conflict of laws principles, govern all matters arising out of or relating to this Assignment and all of the transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement.

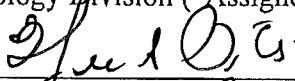
13. The signatories below warrant and represent that each signor has the authority to bind the party to the terms of this Assignment and Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Amendment to be effective as of the date set forth above.

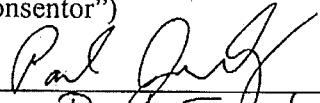
CGI Technologies and Solutions Inc.
("Assignor")

By: 
Name: Gregg Messburg
Title: Senior Vice President
Date: June 20, 2014

Commonwealth of Massachusetts Information
Technology Division ("Assignee")

By: 
Name: WILLIAM BATES
Title: Chief Information Officer
Date: JUNE 20, 2014

LOGICWORKS SYSTEMS CORPORATION
("Consentor")

By: 
Name: Paul Jacoby
Title: VP of Sales + Client Services
Date: 6/18/14