

**EXHIBIT 6**

**THE COMMONWEALTH OF MASSACHUSETTS EXECUTIVE  
OFFICE OF HEALTH AND HUMAN SERVICES RELEASE AND AGREEMENT**

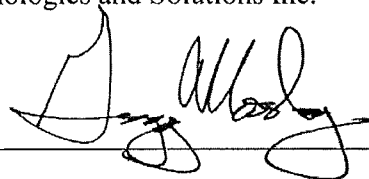
The Commonwealth of Massachusetts Executive Office of Health and Human Services, including MassHealth and all other EOHHS departments and divisions, ("EOHHS") and CGI Technologies and Solutions Inc. ("CGI") hereby agree to mutually, unconditionally, fully and finally release and forever discharge any and all claims that they may have against each other which, in whole or in part, arise out of, concern or relate in any way to the Contract for Services Purchased made and entered into by the University of Massachusetts, Worcester Campus (the "University") and CGI on July 9, 2012, as amended from time to time thereafter, and assigned as amended to the Commonwealth of Massachusetts Information Technology Division ("ITD") on March 11, 2014 (the "Contract") and/or the Commonwealth's health insurance exchange and integrated eligibility system (the "HIX/IES Project"), under federal, state or other law, or any principle of common law or equity, without regard to whether or not either of EOHHS and/or CGI knows or suspects such claim to exist in its favor at the time this release is executed, and without regard to the subsequent discovery or existence of other, different or additional facts, which, if known by EOHHS or CGI, might have affected its decision with respect to executing this release. This release shall apply to the EOHHS' and CGI's respective predecessors, successors (including, without limitation, acquirers of all or substantially all of the assets, stock or other ownership interest of CGI) and assigns, the past, present and future, direct and indirect, parents (including, but not limited to, holding companies), subsidiaries, affiliates and associates (as defined in SEC Rule 12b-2 promulgated pursuant to the Securities Exchange Act of 1934), and their past, present and future principals, trustees, partners, officers, directors, employees, agents, attorneys, shareholders, advisors, predecessors, successors (including, without limitation, acquirers of all or substantially all of the assets, stock or other ownership interest of any of the above), assigns, representatives, heirs, executors and administrators. The release shall also apply to all claims between CGI and EOHHS that have accrued as of the effective date of this release and that arise out of, concern, or relate in any way to the Contract and/or the HIX/IES Project, but shall not apply to claims between CGI and EOHHS related to breach of the Transition Agreement ("Transition Agreement") executed by CGI and ITD on June 20, 2014 or Amendment No. 8 to the Contract executed by CGI and ITD on June 20, 2014. Provided, however, the mutual release between EOHHS and CGI shall not release or otherwise impact any potential statutory claims the Attorney General's Office may have against CGI. As used herein, the word "indemnify" shall mean the payment of any final judgment, or any settlement approved by CGI, for claims defined in the next sentence. For so long as ITD is current on payments specified in sections 2 and 3 of this Transition Agreement and section 4 of Amendment No. 8 to the Contract, CGI shall indemnify EOHHS against any and all claims of any nature whatsoever brought against EOHHS by any of the Subcontractors asserting rights under the Contract, or under any principle of common law or equity arising from Subcontractor's provision of goods and services on the HIX/IES Project, for payment of any amounts claimed by the Subcontractor; provided, however, ITD and/or EOHHS shall be responsible for defending against any such claims at its/their own expense through the Office of the Attorney General or other counsel of its/their own selection, subject to CGI's right to monitor and consult, and its right to approve any proposed settlement. For the period between the Effective Date of the Transition Agreement and payment in full of the amounts specified in Section 3 of the Transition Agreement, so long as

Section 4 of Amendment No. 8 to the Contract, CGI shall also indemnify EOHHS against any and all claims of any nature whatsoever brought against EOHHS by any of the Subcontractors asserting rights in or to any work product or intellectual property developed or generated by CGI or its Subcontractors that will be assigned in accordance with Section 6(b) of the Transition Agreement; provided, however, ITD or EOHHS shall be responsible for defending against any such claims at its/their own expense through the Office of the Attorney General or other counsel of its/their own selection, subject to CGI's right to monitor and consult, and its right to approve any proposed settlement. Notwithstanding the foregoing, (i) CGI shall have no obligation to indemnify EOHHS against any counterclaim by a Subcontractor against EOHHS where such Subcontractor counterclaim is in response to or the result of an earlier claim initiated against the Subcontractor by EOHHS provided, however, that the exception to the indemnification obligation described in this sentence shall apply only with respect to a Subcontractor whose agreement with CGI permits the Subcontractor to make such a counterclaim against EOHHS; and (ii) CGI shall have no obligation to indemnify EOHHS for any claim brought by a Subcontractor where (a) such claim is brought under a contract to which EOHHS and such Subcontractor are direct parties or (b) such claim is brought under a contract between EOHHS and a third party prime vendor other than CGI under which a Subcontractor is also a subcontractor.

CGI Technologies and Solutions Inc.

The Commonwealth of Massachusetts Executive  
Office of Health and Human Services

Signature: \_\_\_\_\_



Signature: \_\_\_\_\_

By: Gregg Mossburg

By: John Polanowicz

Its: Senior Vice President

Its: Secretary of Health and Human Services

Date: June 20, 2014

Date: \_\_\_\_\_

ITD is current on payments specified in sections 2 and 3 of this Transition Agreement and section 4 of Amendment No. 8 to the Contract, CGI shall also indemnify EOHHS against any and all claims of any nature whatsoever brought against EOHHS by any of the Subcontractors asserting rights in or to any work product or intellectual property developed or generated by CGI or its Subcontractors that will be assigned in accordance with Section 6(b) of the Transition Agreement; provided, however, ITD or EOHHS shall be responsible for defending against any such claims at its/their own expense through the Office of the Attorney General or other counsel of its/their own selection, subject to CGI's right to monitor and consult, and its right to approve any proposed settlement. Notwithstanding the foregoing, (i) CGI shall have no obligation to indemnify EOHHS against any counterclaim by a Subcontractor against EOHHS where such Subcontractor counterclaim is in response to or the result of an earlier claim initiated against the Subcontractor by EOHHS provided, however, that the exception to the indemnification obligation described in this sentence shall apply only with respect to a Subcontractor whose agreement with CGI permits the Subcontractor to make such a counterclaim against EOHHS; and (ii) CGI shall have no obligation to indemnify EOHHS for any claim brought by a Subcontractor where (a) such claim is brought under a contract to which EOHHS and such Subcontractor are direct parties or (b) such claim is brought under a contract between EOHHS and a third party prime vendor other than CGI under which a Subcontractor is also a subcontractor.

CGI Technologies and Solutions Inc.

The Commonwealth of Massachusetts Executive  
Office of Health and Human Services

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

By: \_\_\_\_\_

By: John Polanowicz

Its: \_\_\_\_\_

Its: Secretary of Health and Human Services

Date: \_\_\_\_\_

Date: 6/20/14

*John W. Polanowicz*

