NASPO ValuePoint
PARTICIPATING ADDENDUM

CLOUD SOLUTIONS
Led by the State of Utah
State of Utah Contract #: AR2475

Master Agreement #: AR2475

Contractor: **CGI TECHNOLOGIES AND SOLUTIONS, INC.**

Participating Entity: **STATE OF UTAH**

Participating Entity Contract #: **AR2475**

The following products or services are included in this contract portfolio:

- All products, solutions and services listed on the Contractor page of the NASPO ValuePoint website.
- Categories Awarded: IaaS and SaaS

Participating Addendum Terms and Conditions:

1. Scope: This addendum covers Cloud Solutions led by the State of Utah for use by state agencies and other entities located in the State of Utah authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official. An amendment to this PA is not required when offerings are adjusted in the Master Agreement, so long as all additions remain within the master agreement's original scope.

2. Pricing: The pricing and rates from the Master Agreement shall flow down to this PA. An amendment to this PA is not required when pricing in the Master Agreement is adjusted / updated.

3. Contract Effective Dates: This PA is effective upon final signature of both parties, and expires upon the expiration or termination of the NASPO ValuePoint Master Agreement AR2475. A contract amendment is not necessary in the event of the renewal or extension of the Master Agreement, so long as such renewal/extension was originally provided within the solicitation supporting the master agreement.

4. Order of Precedence: The order of precedence as provided in the NASPO ValuePoint Master Agreement AR2475 applies to this PA.

5. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Utah. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

6. Services Requires State CIO Approval: Unless otherwise stipulated in this Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Solutions by state executive branch agencies are subject to the authority and prior approval of the State Chief Information Officer's Office. The State Chief Information Officer means the individual designated by the state Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of a state.

7. Subcontractors: All contactors, dealers, and resellers authorized in the State of Utah, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

8. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

9. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Darcy Zur Muhlen
Address:	1625 Broadway, Suite 140 Denver, CO 80202
Telephone:	(614) 787-1211
Fax:	
Email:	darcy.zurmuhlen@cgi.com

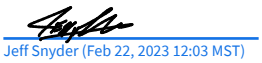
Participating Entity

Name:	Blake Theo Porter
Address:	4315 South 2700 West, Floor 3 Taylorsville, UT 84129-2128
Telephone:	(801) 957-7136
Fax:	N/A
Email:	btporter@utah.gov

10. ADDITIONAL TERMS AND CONDITIONS
The following terms and conditions will apply to this participating addendum.
ATTACHMENT A: State of Utah Standard Information Technology Terms and Conditions
ATTACHMENT B: CGI Advantage Master Agreement (AMA)

- **Cover Document;**
- **Order;**
- **Schedule A – Cloud Legal Terms and Conditions;**
- **Schedule B – Cloud Solution Access Terms;**
- **Schedule C – Cloud Solution Support Program;**
- **Schedule D – Cloud Solution Warranty Program;**
- **Schedule E – Cloud Solution Security Program;**
- **Schedule F – Cloud Solution Service Level Agreement;**
- **Schedule G – Cloud Solution Consulting Services Terms;**
- **Schedule H – AMA Glossary**

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Utah	Contractor: CGI Technologies and Solutions, Inc.
Signature:	Signature:  Jeff Snyder (Feb 22, 2023 12:03 MST)
Name: Windy Aphayrath	Name: Jeff Snyder
Title: Chief Procurement Officer	Title: Vice President
Date: 02/22/2023	Date: 02/22/2023

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Portfolio Manager:	Solomon Kingston
Telephone:	(801)-948-2577
Email:	skingston@naspo.org

Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

ATTACHMENT A: STATE OF UTAH STANDARD INFORMATION TECHNOLOGY TERMS AND CONDITIONS

Changes made to: 1, 2, 3, 5, 10, 12, 13, 15, 16, 17, 19, 25, 26, 27, 28, 29, 31, 32, 34, 38, 39, and 46

This is for a contract of information technology products and services. All policies referenced by number in this Attachment are available at https://dts.utah.gov/policies. Other policies are available upon request.

1. DEFINITIONS:

a. "Access to Secure State Facilities, Data, or Technology" means Contractor will (a) enter upon secure premises controlled, held, leased, or occupied by State of Utah; (b) maintain, develop, or have access to any deployed hardware, software, firmware, or any other technology, that is in use by State of Utah; or (c) have access to or receive any State Data or confidential information.

b. "Authorized Persons" means the Contractor's employees, officers, partners, Subcontractors, or agents of Contractor who need Access to Secure State Facilities, Data, or Technology to enable the Contractor to perform its responsibilities under this Contract.

c. "Background IP" means intellectual property (IP) owned or controlled prior to the effective date of this Contract or that IP developed or acquired from activities independent of the services performed under this Contract, including but not limited to (a) methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services, and (b) processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or confidential information or Custom Deliverables of DTS or the State of Utah.

d. "Contract" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference.

e. "Contract Period" means the term of this Contract, as set forth in the Contract Signature Page(s).

f. "Contract Signature Page(s)" means the cover page that DTS and Contractor sign.

g. "Contractor" or "CGI" means the individual or entity identified on the Contract Signature Page(s). "Contractor" includes Contractor's agents, officers, employees, partners, contractors, and Subcontractors at any level.

h. "Custom Deliverables" means the product that Contractor is required to design, develop, or customize and deliver to the State as specifically described under this Contract or an associated statement of work or Annual Planning Document that is subject to an acceptance process upon delivery to the State and for which all interest and title shall be transferred to and owned by the State. This may include an invention, design, development, customization, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor pursuant to this Contract.

i. "Data Breach" means the unauthorized access or acquisition of State Data directly or indirectly caused by Contractor's failure to comply with its security obligations herein that compromises the security, confidentiality, or integrity of State Data.

j. "DTS" means the Utah Department of Technology Services.

k. "Eligible User(s)" means the State of Utah's government departments, institutions, agencies, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts.

l. "Federal Criminal Background Check" means a fingerprint-based, nationwide background check conducted and processed by the FBI.

m. "Good" The parties agree that no "Goods" are being provided by Contractor under this Contract and therefore, all references made to and Contractor requirements surrounding "Goods" do not apply to Contractor.

n. "Intellectual Property Rights" means all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and other protection afforded by law to inventions, models, designs, technical information, and applications.

o. "Non-Public Data" means records or data that are not subject to distribution to the public. Access is restricted because it includes information that is protected by state or federal law. Non-Public Data includes, but is not limited to, a person's name; government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information; or Protected Health Information.

p. "Protected Health Information" (PHI) is as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and its implementing regulations.

q. "Response" means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the State Entity's Solicitation.

r. "Security Incident" means the attempted unauthorized access to State Data that may result in the use, disclosure, or theft of State Data.

s. "Services" means the labor, time, or effort to be provided by Contractor as described in this Contract, and may include installation, configuration, implementation, technical support, warranty maintenance, and other support services.

t. "Solicitation" means an invitation for bids, request for proposals, notice of sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.

u. "State Data" means all Non-Public Data that is created, controlled, maintained, owned, or in any way originating with the State of Utah or Eligible User regardless of where such data or output is stored or maintained.

v. "State of Utah" or "the State" means the State of Utah, including Eligible Users, in its entirety, including its institutions, agencies, departments, divisions, authorities and instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.

w. "Subcontractors" includes contractors, manufacturers, distributors, suppliers, or consultants, at any tier, that are under the direct or indirect control or responsibility of Contractor, including a person or entity that is, or will be, providing goods or performing services pursuant to this Contract.

2. **NON-NEGOTIABLE PROVISIONS:** The following terms are required by certain state and federal laws and policies and are therefore non-negotiable for Contract purposes.

a. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** This Contract shall be governed solely by the laws of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Exclusive venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

b. **LAWS:** Contractor and all Goods and Services delivered under this Contract will comply with all applicable federal and state of Utah laws, including applicable licensure and certification requirements.

c. **SOVEREIGN IMMUNITY:** DTS and the State of Utah do not waive any protection, right, defense or immunity under the Governmental Immunity Act of Utah, Utah Code §§ 63G-7-101 to 904, as amended, the Eleventh Amendment to the Constitution of the United States, or otherwise, from any claim or from the jurisdiction of any court.

If a claim must be brought in a federal forum, then it must be brought and adjudicated exclusively within the United States District Court for the District of Utah. This paragraph only applies to a claim brought against DTS or the State of Utah to the extent Congress has abrogated the State of Utah's sovereign immunity and this paragraph is not consent by DTS or the State of Utah to be sued in federal court.

d. **PUBLIC INFORMATION:** This Contract and any purchase orders, invoices, pricing lists, and the Response are public records available for disclosure in accordance with the State of Utah's Government Records Access and Management Act (GRAMA, Utah Code 63G-2-101 et seq.), except to the extent classified as protected in accordance with UCA 63G-2-309. GRAMA takes precedence over any statements of confidentiality or similar notations. Neither DTS nor the State of Utah will inform Contractor of any request for a copy of this Contract, including any purchase orders, invoices, pricing lists, or the Response.

e. **CREDITING DTS IN PUBLICITY:** Any publicity given to this Contract shall identify DTS as the managing agency and shall not be released without prior written approval from DTS.

f. **SALES TAX EXEMPTION:** Goods, Custom Deliverables, and Services purchased by the State of Utah are being paid from the State's funds and used in the exercise of the State's essential function as a governmental entity. The State will provide Contractor with a copy of its sales tax exemption number upon request.

g. **SEVERABILITY:** A declaration or order by any court that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.

h. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, attached to this Contract. Automatic renewals are prohibited and are deemed void.

i. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any government department or agency, whether international, national, state, or local. Contractor must notify the State within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any contract by any governmental entity.

j. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** This Contract may be terminated in whole or in part at the sole discretion of the State upon thirty days written notice, if the State determines that (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (b) that a change in available funds affects the State's ability to pay under this Contract. A change of available funds includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or an order of the President, the Governor, or Executive Director.

The State will reimburse Contractor for the Goods or Services properly ordered and delivered until the effective date of said notice. The State is not liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of the notice.

k. **ENTIRE AGREEMENT:** This Contract is the entire agreement between the parties, and supersedes any prior and contemporaneous agreements and understandings between the parties, whether oral or written.

l. **WAIVER:** The waiver by either party of any provision, term, covenant, or condition of this Contract shall not be deemed to be a waiver of any other provision, term, covenant, or condition of this Contract nor any subsequent breach of the same or any other provision, term, covenant, or condition of this Contract. The State's approval, acceptance, or payment for any Goods or Services required under this Contract shall not be construed to operate as a waiver by the State of any right under this Contract or of any cause of action arising out of the performance or nonperformance of this Contract.

m. **CHANGES IN SCOPE:** Any changes in the scope of work to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of work.

n. **TRAVEL COSTS:** Unless otherwise agreed to in the contract, all travel costs associated with the delivery of Services will be paid in accordance with the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be

returned to the Contractor for correction.

3. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State to Contractor. These records shall be retained by Contractor for at least six (6) years after final payment (per Utah Administrative Code R33-12-605 and Utah Code 78B-2-309), or until all audits initiated within the six (6) years have been completed, whichever is later. Provided that DTS or State of Utah has given Contractor reasonable prior written notice, Contractor shall allow, at no additional cost, State of Utah and federal auditors, and DTS staff, access to all such records.

4. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** This Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process and to sole sources that are included within a Request for Proposal, and when Contractor employs any personnel in Utah.

   a. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.

   b. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.

   c. Contractor's failure to comply with this section will be considered a material breach of this Contract.

5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of DTS or the State of Utah, unless written disclosure has been made to DTS or the State.

6. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor, and not an employee or agent of DTS or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor has no authorization, express or implied, to bind DTS or the State of Utah to any agreements, settlements, liabilities, or understandings, and shall not perform any acts as an agent for DTS or the State of Utah. Contractor is responsible for all applicable federal, state, and local taxes and FICA contributions.

7. **CRIMINAL BACKGROUND SCREENING:** Each employee of Contractor and Subcontractor must successfully complete a Federal Criminal Background Check, in accordance with DTS Policy 2000-0014 Background Investigations, prior to being granted Access to Secure State Facilities, State Data, or Technology. Contractor or the applicable employee shall provide DTS with sufficient personal information (at Contractor's expense) so that a Federal Criminal Background Check may be completed by DTS, at DTS's expense. DTS will provide Contractor with forms which must be filled out by Contractor or applicable employee and returned to DTS. Each employee of Contractor or a Subcontractor who will have Access to Secure State Facilities, State Data, or Technology must be fingerprinted by DTS or local law enforcement a minimum of one week prior to needing access. At the time of fingerprinting, said employee shall disclose all felony or misdemeanor convictions. DTS will conduct a Federal Criminal Background Check based upon the fingerprints and personal information provided and use this same information to complete a Name Check in the Utah Criminal Justice Information System (UCJIS) at least every two years. DTS may revoke Access to Secure State Facilities, Data, and Technology granted in the event of any negative results. Contractor and the employee or subcontractor shall immediately notify DTS if an arrest or conviction for a felony or misdemeanor of any person that has Access to Secure State Facilities, State Data or Technology occurs during the Contract Period. DTS will determine in its discretion if such person's Access to Secure State Facilities, State Data, or Technology shall remain in effect. Felony and misdemeanor are defined by the laws of the State of Utah, regardless of where the conviction occurred.

8. **DRUG-FREE WORKPLACE:** Contractor shall abide by DTS's drug-free workplace policies while on DTS's or the State of Utah's premises.

9. **CODE OF CONDUCT:** If Contractor is working at facilities controlled or owned by DTS or the State of Utah, Contractor shall follow and enforce DTS Policy 2000-0001 Code of Conduct, DTS Policy 1000-0003 Acceptable Use of Information Technology Resources and the agency applicable code of conduct as applicable to Contractor. Contractor will ensure that each employee receives a copy of the policies and applicable codes of conduct.

10. **INDEMNITY AND LIABILITY**

   a. **Indemnity Clause:** Contractor shall fully indemnify, defend, and save harmless DTS and the State of Utah from all third party claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract that results in bodily injury, death, or damage to tangible or intangible property of DTS or the State of Utah, caused by any intentional act, omission or negligence of Contractor, its agents, employees, officers, partners, and Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage due to the fault of DTS or the State. Any limitations of the Contractor's liability will not apply to injuries to persons, including death, or to damages to property arising from Contractor's negligence in its performance hereunder.

   b. **Governmental Immunity Act:** In accordance with the Constitution of the State of Utah and the Governmental Immunity Act of Utah ("the Act", Utah Code §§63G-7-101 to 904, as amended), DTS and the State of Utah have no liability for the operations, acts, or omissions of the Contractor or any third party. Any indemnity obligations of DTS or the State of Utah are subject to the Constitution of the State of Utah and the Act and limited to claims that arise from and to the extent caused by the negligent acts or omissions of DTS or the State in the performance of DTS's or the State's obligations under this Contract.

   c. **Intellectual Property Indemnification:**

      (i) Contractor warrants and represents it has full ownership and clear title free of all liens and encumbrances to any Custom Deliverable or Software delivered under this contract. Contractor also warrants that any Custom Deliverable

or Software, or Service furnished by Contractor under this Contract, including its use by DTS or the State of Utah in unaltered form, will not infringe any United States copyrights, patents, trade secrets, or other proprietary rights.

(ii) Contractor will release, indemnify, defend, and hold DTS and the State of Utah harmless from third party claims of liability or damages of any kind or nature, and any judgments, settlements, costs, and reasonable attorneys' fees resulting from such a claim or liability, arising from breach of the forgoing warranty and representation, including Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article, or appliance furnished or used in Contractor's performance of this Contract. Additionally, if such a claim or liability is based upon an allegation that a Custom Deliverable or Software, or Service furnished by Contractor infringes on any right protected by any United States patent, copyright, trademark, trade secret, and/or proprietary right, Contractor may, at its sole option and expense, either obtain the right for DTS or the State to continue using the allegedly infringing item(s) or replace or modify the item(s) with functionally equal software, Custom Deliverables or Services to resolve such proceeding. If Contractor finds that neither of these alternatives is available, Contractor may require DTS or the State to return the allegedly infringing item(s), in which case DTS will receive a refund of the amounts paid by it for the returned item(s) and the Contractor will be responsible for consulting services to support the transition of the State of Utah to an on premise solution, not to exceed one hundred
(100) hours of such services. In addition, in such event, CGI will prepare and deliver Client Data in the manner set forth in Attachment B, Schedule A, Section 7.4.4. Contractor shall defend all actions brought upon such matters to be indemnified hereunder and pay all settlements, costs and expenses incidental thereto; however, DTS or the State shall have the right, at its option, to participate in the defense of any such action at its own expense without relieving Contractor of any obligation hereunder. If there are any limitations of liability in this Contract, such limitations will not apply to this section. This Section 10.c.ii (Intellectual Property Indemnification) states Contractor's entire obligation to DTS and the State of Utah and the exclusive remedy with respect to any claim of infringement and is in lieu of any implied warranties of non-infringement or non-interference with use and enjoyment of information.

(iii) CGI will not be obligated to indemnify or defend, or be liable for costs or damages, to the extent a claim of infringement arises from:

a. Modification of the Deliverable, Product, or Service (except modifications made or approved in writing by CGI or its subcontractors working at CGI's direction);
b. Combination of the Deliverable, Product, or Service with hardware, software or other materials not provided or approved in writing by CGI;
c. Use of the Deliverable, Product, or Service not in accordance with mutually agreed specifications;
d. Client's failure to use new or corrected versions of the Deliverable, Product, or service provided to Client by CGI; or
e. CGI's adherence to Client's specifications or instructions, provided that if CGI is aware that Client's specifications or instructions will result in an IP infringement, CGI has communicated such concern to the State and permitted the Client to modify such specifications or instructions.

d. **Indemnification Procedures:** Contractor's indemnification obligations specified in the Contract are conditioned upon DTS or State of Utah notifying Contractor in writing of the proceeding, providing Contractor a copy of all notices received by DTS or State of Utah with respect to the proceeding, reasonably cooperating with Contractor in defending or settling the proceeding (provided that any settlement will not result in fines or damages payable by the State, nor include an admission of guilt by the State), and allowing Contractor to control the defense and settlement of the proceeding, including the selection of attorneys. DTS or State of Utah may observe the proceeding and confer with counsel of its choice at its own expense.

e. **Liability:** the parties' liability is limited in the manner set forth in Attachment B, Schedule A, Section 8.

11. SOLUTION WARRANTY:

a. **CGI Advantage® Application Warranty**. CGI warrants that during the Agreement term the Cloud Applications will perform in accordance with applicable Documentation and that Cloud Application functionality will not decrease. CGI will correct the non-conforming Cloud Application at no additional charge to the Client, provided that Client provides written notice to CGI of the breach in sufficient detail to allow CGI to replicate the underlying Incident no later than thirty (30) calendar days after the Incident is first discovered and identified as a warranty breach by the parties.

b. **CGI Consulting Services Warranty**. CGI warrants, for a warranty period of thirty (30) days after performance of CGI Consulting Services provided under the Annual Planning Document, that such Services will be performed in a workmanlike manner consistent with industry standards reasonably applicable to the performance of such Services. If Client believes there has been a breach of this warranty, Client must notify CGI in writing of a breach that occurs within the warranty period within five (5) business days after the warranty period stating in reasonable detail the nature of the alleged breach. If there has been a breach of this warranty, then CGI will correct or re-perform, at no additional charge, any affected Services to cause them to comply with this warranty.

c. **Service Level Warranty**. CGI warrants that during the Agreement term the Cloud Services will be performed in a manner that meets or exceeds the applicable Service Levels set forth in Schedule F.

d. **Solution Warranty Exclusions**.

1) CGI is not responsible for any claimed breaches of the Solution warranties to the extent caused by:

1. Modifications made to the Solution or Service by anyone other than CGI and its subcontractors working at CGI's direction, except as approved or authorized by CGI in writing;
2. Combination, operation or use of the Solution or Service with other items or services CGI did not supply, authorize or approve in writing;
3. Client failure to use any new or corrected versions of the Solution or Service actually provided to Client or made available by CGI;
4. Client's use of the Solution or Service in a manner not permitted by this Contract;
5. CGI's adherence to Client specifications or instructions, provided that if CGI is aware that Client's specifications or instructions will result in an IP infringement, CGI has communicated such concern to the State and permitted the Client to modify such specifications or instructions
6. Delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities (other than CGI's communications networks and facilities), including the Internet; Any failure arising from a Force Majeure that is excused under the Agreement; or
7. Any third party or open source components of the CGI System that have not been provided, approved or authorized by CGI.

2) CGI is not responsible for the accuracy of any advice, report, data, or other item that CGI provides to Client to the extent the inaccuracy is due to 1) software provided by Client or 2) inaccurate or incomplete data or software provided by Client.

3) To the extent CGI has the legal right to do so, CGI agrees to assign or pass through to Client or otherwise make available for the benefit of Client, any manufacturer's or supplier's warranty applicable to any third-party software, hardware or equipment, Solution Hosting Facility, provided by CGI under the Agreement.

12. **SOFTWARE WARRANTY: THE STATE OF UTAH DOES NOT ACCEPT ANY CUSTOM DELIVERABLE(S) "AS-IS".** CONTRACTOR WARRANTS FOR A PERIOD OF **NINETY DAYS** FROM THE DATE OF ACCEPTANCE THAT THE SOFTWARE PORTIONS OF THE CUSTOM DELIVERABLES THAT CONTRACTOR DIRECTLY OR INDIRECTLY PROVIDES WILL: (A) PERFORM IN ACCORDANCE WITH THE SPECIFIC CLAIMS PROVIDED IN THE RESPONSE AND ALL SPECIFICATIONS AGREED TO IN WRITING BETWEEN THE STATE AND CONTRACTOR; (B) HAVE BEEN PROPERLY DESIGNED AND MANUFACTURED; AND (C) BE FREE OF SIGNIFICANT DEFECTS. CONTRACTOR SHALL PROVIDE DTS AND THE STATE WITH BUG FIXES, INCLUDING INFORMING DTS AND THE STATE OF ANY KNOWN SOFTWARE BUGS OR SOFTWARE DEFECTS THAT MAY AFFECT THE STATE'S USE OF THE SOFTWARE.

13. **WARRANTY REMEDIES:** Upon breach of warranty, Contractor will repair or replace (at no charge to DTS or the State) the nonconforming Software or Custom Deliverables. If the repaired and/or replaced products are inadequate, Contractor will refund the full amount of any payments that have been made for the failed products. These remedies are in addition to any other remedies provided by law or equity.

    Contractor is not responsible for any claimed breaches of the Custom Deliverable warranties to the extent caused by:

    a. Modifications made to a Custom Deliverable, Software, or Service (except modifications made or approved in writing by Contractor or its subcontractors working at Contractor's direction);

    b. Combination, operation or use of the Custom Deliverable with other items or services Contractor did not supply or approve in writing;

    c. DTS or State of Utah failure to use any fully functional new or corrected versions of the Custom Deliverable provided to DTS and the State by Contractor;

    d. DTS or State of Utah's use of the Custom Deliverable in a manner not permitted by the Contract;

    e. Contractor's adherence to DTS or State of Utah specifications or instructions, provided that if Contractor is or should be aware that the State's specifications or instructions will result in a breach of warranty, Contractor has communicated such concern to the State and permitted the State to modify such specifications or instructions.

THE WARRANTIES EXPRESSLY SET FORTH IN THIS CONTRACT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. CONTRACTOR DOES NOT WARRANT THAT THE SERVICES OR ACCESS TO THE SOLUTION WILL BE UNINTERRUPTED OR THAT THE RESULTS OF THE SERVICES WILL BE ERROR-FREE.

14. **STATE WARRANTIES:**

    a. **State Specifications Warranty**. State warrants that any State-provided specifications or requirements upon which configuration of the Solution is based will be in compliance with applicable federal, state and local laws and regulations.

b. **State Materials Warranty**. State warrants that during the term, it will have and maintain the legal right, authority, and licenses and consents from third parties necessary for CGI to use State Materials needed to perform Services under the Agreement, and that such use by CGI will not cause a breach of any third party agreement, or violate any third party intellectual property right or applicable law or regulation.

c. **State Data and Use of Solution Warranty**. State warrants that State Data and State's use of the Solution will comply with the restrictions specified in Schedule B Section 1 and Section 2.

d. **Compliance with Laws**. State will comply with all laws and regulations applicable to performance of its obligations under the Contract.

15. **BUG FIXING AND REMOTE DIAGNOSTICS:** [Reserved]

16. **TECHNICAL SUPPORT AND MAINTENANCE:** [Reserved]

17. **PHYSICAL DELIVERY:** All non-electronic deliveries will be F.O.B. destination with all transportation and handling charges paid by Contractor. Contractor is responsible for including any freight charges due by DTS or the State to Contractor when providing quotes to DTS or the State. Invoices listing freight charges that were not identified in the quote will be returned to the Contractor to remove such costs. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance, when responsibility will pass to DTS or the State except as to latent defects, fraud, and Contractor's warranty obligations.

18. **ELECTRONIC DELIVERY:** Contractor may electronically deliver any Custom Deliverable and Software to the State or provide any Custom Deliverable and Software for download from the Internet, if pre-approved in writing by the State. Contractor shall ensure the confidentiality of electronic deliveries in transit. Contractor warrants that all electronic deliveries of Custom Deliverables and Software will be free of known malware, bugs, Trojan horses, etc.

19. **ACCEPTANCE PERIOD:** The parties agree that except where an alternative acceptance process has been set forth in an APD, the parties will follow the acceptance process set forth in this Section 19. A Custom Deliverable and Software furnished under this Contract shall function in accordance with the mutually agreed upon specifications identified in this Contract. If the Custom Deliverables and Software delivered do not conform to such specifications ("Defects"), DTS or the State shall within thirty (30) calendar days of the delivery date ("Acceptance Period") notify Contractor in writing of the Defects. Upon receiving written notice, Contractor shall use reasonable efforts to correct the Defects within fourteen (14) calendar days ("Cure Period"), unless a longer **or shorter** period of time is agreed to by authorized representatives of the parties in writing. DTS's or the State's acceptance of a Custom Deliverable and Software occurs at the end of the Acceptance Period or Cure Period, whichever is later. DTS or State of Utah and Contractor each agree to work diligently to achieve acceptance of the Custom Deliverable(s) at the earliest possible date.

    If after the Cure Period, a Custom Deliverable and Software still has the identified Defects, then DTS or the State may, at its option: (a) declare Contractor to be in breach and terminate this Contract; (b) demand replacement conforming Custom Deliverables and Software, from Contractor at no additional cost to DTS or the State; or (c) continue the Cure Period for an additional time period agreed upon by DTS or the State and Contractor in writing. Contractor shall pay all costs related to the preparation and shipping of the replacement Custom Deliverable and Software. No Custom Deliverable and Software invoices shall be paid until acceptance. The warranty period will begin upon the end of the Acceptance Period.

20. **SECURE PROTECTION AND HANDLING OF STATE DATA:** If Contractor is given access to State Data, the protection of State Data shall be an integral part of the business activities of Contractor, and Contractor shall ensure that there is no inappropriate or unauthorized use of State Data. Contractor shall safeguard the confidentiality, integrity, and availability of the State Data and comply with the conditions outlined below. DTS reserves the right to verify Contractor's adherence to the following conditions to ensure they are met:
    a. **Network Security**: Contractor shall maintain network security that, at a minimum, includes: network firewall provisioning, intrusion detection, and regular third-party penetration testing. Contractor shall maintain network security and ensure that Contractor network security policies conform to one of the following:
        1) Those standards the State of Utah applies to its own network, found outlined in *DTS Policy 5000-0002 Enterprise Information Security Policy*;
        2) Current standards set forth and maintained by the National Institute of Standards and Technology, includes those at: http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf; or
        3) Any generally recognized comparable standard that Contractor then applies to its own network and pre-approved by DTS in writing.

    b. **State Data Security:** Contractor shall protect and maintain the security of State Data with protection that is at least as good as or better than that maintained by the State of Utah as identified in *DTS Policy 5000-0002*. These security measures included but are not limited to maintaining secure environments that are patched and up to date with all appropriate security updates as designated (ex. Microsoft Notification). DTS reserves the right to determine if Contractor's level of protection meets the State's security requirements.

    c. **State Data Transmission**: Contractor shall ensure all transmission or exchange of system application data with DTS and State of Utah and/or any other parties expressly designated by the State of Utah, shall take place via secure means (ex. HTTPS or FTPS).

    d. **State Data Storage**: All State Data will be stored and maintained in data centers in the United States. No State Data will be processed on or transferred to any portable or laptop computing device or portable storage medium, except for devices that are used and kept only at Contractor's United States data centers, unless such medium is part of the Contractor's designated backup and recovery process.

    e. **Access**: Contractor shall permit its employees and Subcontractors to remotely access non-State Data only as required to provide technical support.

f. **State Data Encryption**: Contractor shall store all data provided to Contractor, including State, as well as any backups made of that data, in encrypted form using no less than 128 bit key and include all data as part of a designated backup and recovery process.

g. **Password Protection**: Any portable or laptop computer that has access to DTS or State of Utah network, or stores any non-public State of Utah data shall be equipped with strong and secure password protection.

h. **Confidential Information Certification:** Contractor shall sign a Confidential Information Certification form prior to being given access to confidential computerized records.

i. **State Data Re-Use:** All data exchanged shall be used expressly and solely for the purpose enumerated in this Contract. No State Data of any kind may be transmitted, exchanged, or provided to other contractors or third parties except on a case-by-case basis as specifically agreed to in writing by DTS.

j. **State Data Destruction**: Upon expiration or termination of this Contract, Contractor shall erase, destroy, and render unreadable all State Data from all non-state computer systems and backups, and certify in writing that these actions have been completed within thirty (30) days of the expiration or termination of this Contract or within seven (7) days of the request of DTS, whichever shall come first, unless DTS provides Contractor with a written directive. DTS's written directive may require that certain data be preserved in accordance with applicable law.

k. **Services Shall Be Performed Within United States**: WITH THE EXCEPTION OF CLOUD SOLUTION SUPPORT SERVICES, ALL OF THE SERVICES RELATED TO STATE DATA SHALL BE PERFORMED WITHIN THE BORDERS AND JURISDICTION OF THE UNITED STATES.

l. **User Support**: Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited by this contract.

21. **SECURITY INCIDENT OR DATA BREACH NOTIFICATION:** Contractor shall inform DTS within 24 hours of any Data Breach known to Contractor. It is within DTS's discretion to determine whether any attempted unauthorized access is a Security Incident or a Data Breach provided that any such determination will be based on the definitions of "Security Incident" and "Data Breach" under this Contract, and DTS will be reasonable in its determination.

    a. **Data Breach Response**: Contractor may need to communicate with outside parties regarding a Data Breach, which may include contacting law enforcement and seeking external expertise as mutually agreed upon, defined by law or contained in this Contract. Discussing Data Breaches with DTS should be handled on an urgent as-needed basis, as part of Contractor's communication and mitigation processes, defined by law or contained in this Contract.

    b. **Security Incident Reporting Requirements**: Contractor shall promptly within three (3) business days report a Security Incident to DTS.

    c. **Data Breach Reporting Requirements**: As required by Utah Code 13-44-202 or any other law, Contractor shall promptly notify DTS of a Data Breach that affects the security of State Data.

22. **DATA BREACH RESPONSIBILITIES:** This Section only applies when a Data Breach occurs and Contractor has failed to meet its security obligations pursuant to this Contract. Contractor shall comply with all applicable laws that require the notification of individuals in the event of a Data Breach or other events requiring notification in accordance with *DTS Policy 5000-0002 Enterprise Information Security Policy*. In the event of a Data Breach or other event requiring notification under applicable law (Utah Code § 13-44-101 thru 301 et al), Contractor shall: (a) cooperate with DTS by sharing information relevant to the Data Breach; (b) promptly implement necessary remedial measures, if necessary; and (c) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in relation to the Data Breach. If the Data Breach requires public notification, all communication shall be coordinated with DTS. Contractor is responsible for all notification and remedial costs and damages described in this section.

23. **STATE INFORMATION TECHNOLOGY POLICIES:** If Contractor is providing the State with Custom Deliverables and Software, Contractor shall comply with policies and procedures that meet or exceed those DTS follows for internally developed deliverables to minimize security risk and comply with applicable Utah and Federal laws; specifically, Contractor shall comply with the following DTS Policies:

    a. **DTS Policy 4000-0001, Enterprise Application and Database Deployment Policy**: A Contractor developing software for the State to develop and establish proper controls that will ensure a clear separation of duties between developing and deploying applications and databases to minimize security risk; to meet due diligence requirements pursuant to applicable Utah and federal regulations; to enforce contractual obligations; and to protect the State's electronic information and information technology assets.

    b. **DTS policy 4000-0002, Enterprise Password Standards Policy**: A Contractor developing software for the State must ensure it complies with the password requirements of the Enterprise Password Standards Policy.

    c. **DTS Policy 4000-0003, Software Development Life Cycle Policy**: A Contractor developing software for the State shall work with DTS in implementing a Software Development Lifecycle (SDLC) that addresses key issues of security, accessibility, mobile device access, and standards compliance.

    d. **DTS Policy 4000-0004, Change Management Policy**: Custom Deliverables and Software furnished or Services performed by Contractor which have the potential to cause any form of outage or to modify DTS's or the State of Utah's infrastructure must be reviewed by the DTS Change Management Committee. Any outages or Data Breaches which are a result of Contractor's failure to comply with DTS instructions and policies will result in Contractor's liability for all damages resulting from or associated with the outage or Data Breach.

24. **CONFIDENTIALITY:** This section does not apply to disclosure required by or regulated under Federal or State laws.

GRAMA applies only to records, therefore if information (other than Non-Public Data, Public Health Information, or State Data) is disclosed orally by either party which either party wishes to remain confidential, then each party will notify the other party of the confidential nature of such information.

Each party will: (a) limit disclosure of orally disclosed confidential information to Authorized Persons who have a need to know such confidential information in connection with the current or contemplated business relationship between the parties to which this Contract relates, and only for that purpose; (b) advise its Authorized Persons of the proprietary nature of the confidential Information and of the obligations set forth in this Contract and require such Authorized Persons to keep it; (c) shall protect all confidential Information using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential Information; and (d) not disclose any such information received by it to any third parties, except as otherwise agreed to in writing by the disclosing party; and (e) use the confidential information solely and exclusively in accordance with the terms of this Contract in order to carry out its obligations and exercise its rights under this Contract. Each party will notify the other of any misuse or misappropriation of such information that comes to said party's attention. Notwithstanding anything to the contrary in this Section 24, either party may disclose Confidential Information to its attorneys, auditors, insurers, or accountants for the purposes of reporting to or seeking advice from the relevant party. In such circumstances such party shall require that every person to whom disclosure is made pursuant to this Section 24 uses such confidential information solely for such purposes and complies with this Section 24 to the same extent as if it were a party to this Contract.

. The duty of confidentiality does not apply to any information that (i) is already known to the receiving party without restrictions at the time of its disclosure; (ii) is made known to the receiving party without restrictions by a third party having the right to do so; (iii) is or becomes publicly known without violation of this Agreement; or (iv) is independently developed by the receiving party without reference to the confidential information.

This duty of confidentiality shall be ongoing and survive the Contract Period.

25. **[Reserved]**

26. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State and Contractor have no right, title, or interest, proprietary or otherwise, in or to the name, logo, or intellectual property owned or licensed by the other. The State and Contractor shall not, without the prior written consent of the other or as authorized in this Contract, use the name, logo, or intellectual property owned or licensed by the other.

27. **OWNERSHIP IN CUSTOM DELIVERABLES:** Except as set forth in an Annual Planning Document executed by the Parties, Contractor warrants, represents and conveys full ownership, clear title free of all liens and encumbrances to any Custom Deliverable. Contractor conveys the ownership in Custom Deliverables as defined in this Attachment A to DTS or the State. All intellectual property rights, title and interest in the Custom Deliverables shall transfer to DTS or the State, subject to the following:

    a. Contractor has received payment for the Custom Deliverables,

    b. Each party will retain all rights to Background IP, even if embedded in the Custom Deliverables.

    c. Custom Deliverables, excluding Contractor's Background IP may not be marketed or distributed without written approval by DTS or the State.

    Contractor shall grant to DTS and the State a perpetual, irrevocable, royalty-free license to use Contractor's Background IP as defined above, solely for DTS and the State of Utah to use the Custom Deliverables, subject to compliance with the terms of this Contract.

28. **LICENSE FOR CUSTOM DELIVERABLES AND SOFTWARE:** For the Custom Deliverables and Software delivered that include Contractor's Background IP, Contractor grants DTS and the State a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and, without the right to sublicense, for DTS's and the State of Utah's internal business operation under this Contract, subject to compliance with the terms of this Contract.

29. **OWNERSHIP, PROTECTION, AND USE OF RECORDS:** Except for Contractor's ownership rights in Contractor Materials as set forth in Attachment B, Schedule A, Section 3.1, DTS and the State of Utah shall own exclusive title to all information and data gathered, reports developed, and conclusions reached by DTS or the State in performance of this Contract. Contractor may not use, except in meeting its obligations under this Contract, information gathered, reports developed, or conclusions reached by DTS or the State in performance of this Contract without the express written consent of DTS or the State.

30. **OWNERSHIP, PROTECTION, AND USE OF DATA:** Except for Contractor's ownership rights in Contractor Materials as set forth in Attachment B, Schedule A, Section 3.1, DTS and the State of Utah shall own and retain unlimited rights to use, disclose, or duplicate all information and data (copyrighted or otherwise) developed, derived, documented, stored, or furnished by Contractor under this Contract. Contractor, and any Subcontractors under its control, expressly agrees not to use Non-Public Data without prior written permission from DTS and appropriate officials of the State of Utah.

31. **OWNERSHIP, PROTECTION, AND USE OF CONFIDENTIAL FEDERAL, UTAH, OR LOCAL GOVERNMENT INTERNAL BUSINESS PROCESSES AND PROCEDURES:** In the event that DTS or the State provides Contractor with confidential federal or state business processes, policies, procedures, or practices, pursuant to this Contract, which is marked as confidential federal or state information, Contractor shall hold such information in confidence, in accordance with applicable laws and industry standards of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose such information to third parties or use such information for any purpose whatsoever other than the performance of this Contract. The improper use or disclosure by any party of protected internal federal or state business processes, policies, procedures, or practices is prohibited. Confidential federal or state business processes, policies, procedures, or practices shall not be divulged by Contractor or its Subcontractors, except for the performance of this Contract, unless prior written consent has been obtained in advance from DTS or the State.

32. **OWNERSHIP, PROTECTION, AND RETURN OF DOCUMENTS AND DATA UPON CONTRACT TERMINATION OR COMPLETION:** All DTS or State of Utah documents other than State Data, pertaining to work required by this Contract will remain the property of DTS and the State of Utah, and must be delivered to DTS or the State within thirty (30) calendar days after termination or expiration of this Contract, and without restriction or limitation to their future use. Return of State Data is governed by Attachment B, Schedule A, Section 7.4.4. Any such documents returned under this section must either be in the format as originally provided or as mutually agreed to by the parties, in a format that is readily usable by DTS or the State, or formatted in a way that it can be used. The costs for returning documents and data to DTS or the State are included in this Contract.

33. **ORDERING AND INVOICING:** A purchase order must be sent to the Contractor by DTS prior to any work being initiated, or invoices cut under this contract. Contractor will promptly submit invoices in accordance with Attachment B, Schedule A, Section 2.3 to the contact listed in the scope of work. The contract number on the Signature Page and purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to an order under this Contract. The prices paid by DTS shall not exceed prices listed in this Contract. DTS shall notify Contractor in writing of any disputed amounts on an invoice and the reason for such disputed amount.

    If an invoiced amount is disputed, DTS will promptly notify Contractor of the amount in dispute and the reason for the dispute, and agrees to pay all other amounts specified on the invoice that are not in dispute. DTS agrees to work in good faith with Contractor to resolve the disputed amount(s) in a prompt and mutually acceptable manner. If the parties cannot resolve such disputed invoice amount, the parties agree to resolve via an informal dispute process as mutually agreed to by the parties. Contractor must send all invoices no later than July 10, or the last working day prior, to the State for all work completed or items received during the State's fiscal year of July 1-June 30.

34. **PAYMENT AND NOTICE:**

    a. Payments will be made within sixty (60) days from the date a correct invoice is received. A correct invoice will contain the contract and purchase order numbers as indicated in Section 33. An invoice to which tax has been added is not a correct invoice, as the State of Utah is tax-exempt. After sixty (60) days from the date a correct invoice is received by the appropriate State official, the Contractor may assess interest on overdue, undisputed account charges up to the interest rate paid by the IRS on refund claims, plus two percent, computed in accordance with Section 15-6-3, Utah Prompt Payment Act of Utah Code, as amended.

    b. The contract costs may be changed only by written amendment. All payments to Contractor will be remitted by mail, by electronic funds transfer, or by the State of Utah's purchasing card (major credit card). DTS and the State will not pay electronic payment fees of any kind.

    c. Any written protest of the final contract payment must filed with DTS or the State within ten (10) working days of receipt of final payment. If no protest is received, DTS and the State of Utah are released from all claims and all liability to Contractor for fees and costs pursuant to this Contract.

    d. Notice: Wherever one party is required to give formal notice to the other, such notice shall be deemed given upon receipt of electronic mail and email attachments. Notices shall be addressed to the individuals as set forth in Section 2 of the CGI Advantage® Cloud Order in Attachment B,

    e. Overpayment: If during or subsequent to the contract performance, a DTS audit or a State of Utah audit determines that payments were incorrectly reported or paid by DTS or the State, and then Contractor shall, upon written request, immediately refund to DTS or the State any such overpayments. DTS or the State may withhold any or all subsequent payments under this Contract until recoupment of overpayment is made.

    f. Payment withholding: Accurate reporting, record keeping, and compliance requirements specified in this Contract, are material elements of performance. If Contractor's record keeping practices, compliance, or reporting to DTS or the State are not conducted in a timely manner and in accordance with this Contract, upon advance written notice to Contractor, DTS or the State may withhold part or all payments until such deficiencies have been remedied. This includes, but is not limited to, Contractor's failure to provide timely invoicing. If payment(s) are withheld, DTS or the State will provide notice to Contractor of the deficiencies that must be corrected in order to bring about the release of withheld payment.

    g. The parties agree that the State will not be responsible for payment for Services performed by Contractor prior to the Effective Date of this Contract.

35. **CONTRACTOR'S INSURANCE RESPONSIBILITY:** The Contractor shall maintain the following insurance coverage:

    a. Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.

    b. Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars ($1,000,000.00) per person per occurrence and three million dollars ($3,000,000.00) aggregate.

    c. Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be $1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.

    d. Other insurance policies specified in the Solicitation.

    Certificate of Insurance, showing up-to-date coverage, shall be on file with DTS before the Contract may commence. Failure to provide proof of insurance as required will be deemed a material breach of this Contract.

Contractor's failure to maintain this insurance requirement for the Contract Period will be grounds for immediate termination.

36. ADDITIONAL INSURANCE REQUIREMENTS:

a. Professional liability insurance in the amount as described in the Solicitation for this Contract, if applicable.

b. Any other insurance policies described or referenced in the Solicitation for this Contract.

c. Any type of insurance or any increase of limits of liability not described in this Contract which the Contractor requires for its own protection or on account of any federal, Utah, or local statute, rule, or regulation shall be its own responsibility, and shall be provided at Contractor's own expense.

d. The carrying of insurance required by this Contract shall not be interpreted as relieving the Contractor of any other responsibility or liability under this Contract or any applicable law, statute, rule, regulation, or order. Contractor must provide proof of the above listed policies within thirty (30) days of being awarded this Contract.

37. ASSIGNMENT/SUBCONTRACT: Neither party will assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the other party.

38. TERMINATION:

a. **Cause**. This Contract may be terminated for cause upon material breach of Contract by either party upon written notice, describing in sufficient detail such breach, being given by the other party. The party in violation will be given fourteen calendar days, or as otherwise agreed upon in writing, after notification to correct and cease the violations, after which the remedies available to the parties in Section 41 will apply. This Contract may be terminated for cause pursuant to this section at any time.

b. **Convenience**. This Contract may also be terminated for convenience by either party, upon ninety (90) calendar days written notice being given to the other party subject to the early termination fees specified in the Advantage Master Agreement Order. Notwithstanding the preceding sentence, DTS or the State may only terminate Contractor's Cloud Services for convenience with ninety (90) calendar days written notice to Contractor provided DTS or the State has paid in full the Cloud Subscription Fees for the then current annual Cloud Services period, otherwise, DTS or the State may only elect to terminate Cloud Subscription with no less than ninety (90) calendar days written notice. Any election to not renew does not relieve Client of its obligations to pay undisputed Cloud Services Fees, or other amounts, past due under the Agreement. In no event shall any renewal extend beyond the Contract term. The parties may agree to terminate this Contract at any time by written agreement.

c. **Applicability of Early Termination Fees (in Attachment B)**. If the State provides timely notice of its intent to terminate the Contract for convenience or not to renew the Contract to be effective as of July 1, no Early Termination Fees will apply. In the event that the State terminates the Contract in the midst of a Cloud Services Period (i.e. after July 1), pursuant to subsection (b) of this Section 38, State will pay the applicable Early Termination Fees, if any, specified in Attachment B, Order, Section 5 (Pricing and Payment Schedule).

Contractor shall be compensated for the Services properly performed and Software properly provided pursuant to this Contract up to the effective date of termination as stated in the notice. Contractor agrees that in the event of termination for cause or without cause, Contractor's sole remedy and monetary recovery from DTS and the State of Utah is limited to payment for all work properly performed as authorized under this Contract up to the date of termination, and any reasonable pro-rated monies that may be owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract, after receipt and verification of documented evidence of those terminated contracts.

39. TERMINATION UPON DEFAULT: In the event this Contract is terminated for Contractor's default, DTS or the State may procure Custom Deliverables and Software, or Services substantially similar to those terminated, and Contractor shall be liable to DTS or the State for any and all cover costs in excess of amounts to be paid Contractor hereunder.

40. SUSPENSION OF WORK: DTS or the State may suspend Contractor's Consulting Services for up to thirty (30) days without terminating this Contract by issuing a written notice. Contractor's Consulting Services may then be reinstated upon written notice from DTS or the State.

41. DEFAULT AND REMEDIES: In the event Contractor is in default of this Contract for a material breach of any term or condition of this Contract, the State will issue a written notice of default and may provide a fourteen (14) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If, after breaching party has been provided the opportunity to cure pursuant to Section 38(a), the breaching party has not either (i) cured such breach or (ii) if the breach is not one that can reasonably be cured within 14 calendar days or as mutually agreed, developed a plan to cure the breach, and successfully implemented the plan in accordance with the terms of the plan, then the other party (a) may exercise any remedy provided by law; (b) terminate this Contract and any related contracts or portions thereof; (d) suspend or debar Contractor from receiving future solicitations; or (e) demand a full refund of the Custom Deliverables and Software, or Services furnished by Contractor that are defective or Services that were inadequately performed. Prior to termination of the Contract, Annual Planning Document, or Order for cause, the breaching party will be afforded an opportunity to meet with a senior representative of the non-breaching party to explain its position.

42. FORCE MAJEURE: Neither party to this Contract will be held responsible for delay or default to the extent the delay or default is caused by circumstances beyond that party's reasonable control, without its fault or negligence, and which could not have been prevented by reasonable precautions, including insurrections or riots; acts of war; acts of government; acts of terrorism; catastrophic fires, floods, storms, explosions; or earthquakes; major epidemics; strikes causing cessation of work (except for strikes by Contractor's employees or personnel); extensive failures in electrical power or telecommunication equipment ("Force Majeure"). DTS or the State may immediately terminate this Contract after determining such delay will reasonably prevent successful performance of this Contract.

43. CONFLICT OF TERMS: Contractor terms and conditions must be attached to this Contract. No other terms and conditions except those expressly set forth in this Contract will apply to this Contract, including terms listed or referenced on a Contractor's website, quotation/sales order, purchase orders, or invoice. In the event of any conflict in the contract terms and conditions, the order of precedence is: (a) This Attachment A; (b) Contract Signature Page(s); (c) State of Utah's Additional Terms and Conditions, if any; and (d) Advantage Master Agreement. In the event of a conflict, Attachment A will be given precedence over any provisions including, limitation of liability, indemnification, standard of care, insurance, or warranty, and will not be nullified by or exception created by more specific terms elsewhere in this Contract.

44. SURVIVORSHIP: The contractual provisions that will remain in effect after expiration or termination of this Contract are: (a) Contract Jurisdiction, Choice of Law, and Venue; (b) Secure Protection and Handling of State Data (to the extent Contractor is still maintaining or has access to State Data); (c) Data Breach Responsibilities (to the extent Contractor is still maintaining or has access to State Data);(d) Ownership in Custom Deliverables; (e) Ownership, Protection, and Use of Records, including Residuals of such records; and (f) Ownership, Protection, and Use of Confidential Federal, Utah, or Local Government Internal Business Processes, including residuals of such confidential business processes; (g) Ownership, Protection, and Return of Documents and Data Upon Contract Termination or Completion; (h) Confidentiality; (i) Conflict of Terms; and (j) any other terms that by their nature would survive the expiration, completion, or termination of this contract.

45. RELEVANT STATE AND FEDERAL LAWS

a. **Conflict of Interest with State Employees:** Contractor shall comply and cooperate in good faith with all conflict of interest and ethic laws, including Section 63G-6a-2404, Utah Procurement Code, as amended.

b. **Procurement Ethics:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, products, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or who in any official capacity participates in the procurement of such supplies, services, products, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6a-2304.5, Utah Procurement Code, as amended).

c. **Contact Information:** Per Utah Code §§63G-6a-110 and 35A-2-203, the State shall make Contractor's contact information available to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may post information regarding Contractor's job vacancies on its website.

d. **Employment Practices:** The Parties shall abide by the following employment laws: (i)Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, 2019-1 dated February 5, 2019, which prohibits unlawful harassment in the work place. The Parties shall abide by any other laws, regulations, or orders that prohibit the discrimination of any kind of any of The Parties' employees.

e. **Compliance with Accessibility Standards:** Contractor shall comply with the Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973. Contractor shall comply with Utah Administrative Code R895-14-3(3), which states that contractors developing new websites or applications for State agencies are required to meet accessibility guidelines subject to rule R895 and correct any items that do not meet these guidelines at no cost to the agency. Contractor shall comply with Utah Administrative Code R895-14-4(2), which states that contractors proposing IT products and services shall provide Voluntary Product Accessibility Template® (VPAT™) documents.

f. **Compliance with laws:** Each party will comply with all laws and regulations applicable to performance of its obligations under the Contract.

46. RIGHT TO MONITOR PERFORMANCE AND AUDIT

a. **Audit:**

(i) The State's audit rights specified in this Section 46 are subject to the restrictions specified in subsection (ii). Contractor shall, upon written notification to Contractor permit DTS, the State, or a third party designated by DTS, to perform an assessment, audit, examination, or review of Contractor's sites and environments where services are performed under the Contract - including physical, technical, and virtual sites and environments - in order to confirm Contractor's compliance with this Contract; associated scopes of work; and applicable laws, regulations, and industry standards. Contractor shall reasonably cooperate with such assessment by providing access to knowledgeable personnel; physical premises; records; technical and physical infrastructures; and any other person, place, or object which may assist DTS, the State, or its designee in completing such assessment. Upon request, Contractor shall provide the results of any audit performed by or on behalf of Contractor that would assist DTS, the State, or its designee in confirming Contractor's compliance with this Contract; associated scopes of work; and applicable laws, regulations, and industry standards.

(ii) The State will comply with the following restrictions when exercising its rights under subparagraph (i):

1. State will provide fifteen (15) Business Days advance written notice of its intent to conduct an on-site audit of CGI facilities; and
2. State will provide five (5) Business Days advance written notice of its intent to conduct an audit of CGI records; and
3. State will conduct any audit during regular Business Hours on Business Days; and

4. Any third party designated by the State to conduct an audit will be so designated in writing and provided to Contractor; and such third party will not be a competitor of Contractor in the enterprise resources management or managed services/cloud industries unless permitted by Contractor in writing; and
5. Any third party designated by the State will be subject to binding confidentiality obligations as required by Contractor; and
6. Any State or third party auditor will while on Contractor premises must be accompanied by Contractor personnel and must comply with all Contractor security protocols and will not access shared facilities, rooms, documentation, data, unless expressly permitted in writing by Contractor; and
7. Contractor may limit the State's or third party auditor's access to documentation to either view - or read-only access in accordance with Contractor's internal security and confidentiality policies

b. **Monitor Performance**: DTS and the State reserve the right to monitor Contractor's performance, perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. This includes Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.

47. **TIME IS OF THE ESSENCE:** The Services shall be completed and Custom Deliverables and Software delivered by any applicable deadline stated in this Contract. The Parties shall comply with deadlines established in the Annual Planning Document.

48. **STANDARD OF CARE:** For Services of Contractor which require licenses and certifications, such Services shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract.

49. **LARGE VOLUME DISCOUNT PRICING:** Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.

50. **ELIGIBLE USER PARTICIPATION:** Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Services and Custom Deliverables based upon the same terms, conditions and prices of this Contract.

51. **INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Services and Custom Deliverables from this Contract will be treated as if they were individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice.

52. **QUANTITY ESTIMATES:** The Division does not guarantee any purchase amount under this Contract. Estimated quantities are for Solicitation purposes only and are not to be construed as a guarantee.

53. **ORDERING:** Orders will be placed by the using Eligible User directly with Contractor. All orders will be provided in accordance with the terms of this Contract.

54. **REPORTS AND FEES**:

a. **Administrative Fee:** Contractor agrees to provide a quarterly administrative fee to the State in the form of a check, EFT or online payment through the Division's Automated Vendor Usage Management System. Checks will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, Attn: Cooperative Contracts, PO Box 141061, Salt Lake City, UT 84114-1061. **The Administrative Fee is 1% (one percent)** and will apply to all purchases (net of any returns, credits, or adjustments) made under this Contract.

b. **Quarterly Reports:** Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the dollar volume of purchases by each Eligible User. The quarterly report will be provided in secure electronic format through the Division's Automated Vendor Usage Management System found at: https://statecontracts.utah.gov/Vendor**.**

c. **Report Schedule:** Quarterly utilization reports shall be made in accordance with the following schedule:

Period End	Reports Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

d. **Fee Payment:** After the Division receives the quarterly utilization report it will send Contractor an invoice for the total quarterly administrative fee owed to the Division. Contractor shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.

55. Timely Reports and Fees: If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or quarterly utilization reports are not received by the report due date, then Contractor will be in material breach of this Contract.

56. ANTI-BOYCOTT ISRAEL: In accordance with Utah Statute 63G-27-101, Contractor certifies that it is not currently engaged in a boycott of the State of Israel and agrees not to engage in a boycott of the State of Israel for the duration of the contract.

CGI

ATTACHMENT: B____

CGI Advantage®
Master Agreement

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CGI Advantage® Master Terms – Cover Document

The CGI Advantage® Master Terms in this Attachment B ("**Advantage Master Terms**" or "**Attachment B**") are incorporated into the Contract which provides the terms and conditions on which CGI will provide Client with access to and use of the CGI Advantage® Cloud solution ("**Solution**") and will provide associated Solution set-up, consulting, and other professional services to Client. Capitalized words and phrases employed in the Contract shall have the meaning specified in Schedule G (CGI Advantage® Master Agreement Glossary) except as otherwise set forth herein.

1. Composition of the Agreement

Attachment B comprises the following documents:

- This Cover Document
- Orders authorized under the Advantage Master Terms
- Schedule A: CGI Advantage® Cloud Legal Terms and Conditions
- Schedule B: CGI Advantage® Cloud Solution Access Terms
- Schedule C: CGI Advantage® Cloud Solution Support Program
- Schedule D: CGI Advantage® Cloud Solution Warranty Program
- Schedule E: CGI Advantage® Cloud Solution Security Program
- Schedule F: CGI Advantage® Cloud Solution Service Level Agreement
- Schedule G: CGI Advantage® Cloud Solution Consulting Services Terms
- Schedule H: CGI Advantage® Master Agreement Glossary

2. Order of Precedence

With regard to item (d) in Section 43 (CONFLICT OF TERMS) of Attachment A, in the event of any conflict between or among the provisions contained in the Advantage Master Terms (exclusive of Attachment A and the DTS's Contract Signature Page), the following order of precedence will govern: (i) each applicable Order; (ii) these Advantage Master Terms, exclusive of Schedules; (ii) Schedules to the Advantage Master Terms in the Order listed in Section 1; and (iii) Annual Planning Document (except as to terms specifically identified in a particular Annual Planning Document as modifying or amending terms of the Advantage Master Terms, which terms will control over the Advantage Master Terms for that Annual Planning Document only).

3. Pre-Printed Terms

[Reserved]

CGI Advantage® Order

1. Client Identification and Organization Information

Client Name	
Client address	
Organization type	
State in which organized	
Tax Identification Number	
Tax Exemption Certificate	

2. Contact Information of the Parties

Delivery Contacts	
CGI Business Contact: CGI Technologies and Solutions Inc. [Insert CGI local business street address] **Attn**: [Insert name/title of CGI delivery contact] **Email**: [Insert email address of CGI delivery contact]	**Client Business Contact**: [Insert Client local business street address] **Attn**: [Insert name/title of Client business contact] **Email**: [Insert email address of Client business contact
Payment/Billing	
Bank of America c/o CGI Technologies and Solutions Inc. 12907 Collections Center Drive Chicago, IL 60693	
Contract Notices	
CGI Contact for Notices: CGI Technologies and Solutions Inc. [Insert CGI local business street address] **Attn**: [Insert name/title of CGI business contact] **Email**: [Insert email address of CGI business contact	**Client Contact for Notices**: [Insert Client local business street address] **Attn**: [Insert name/title of Client business contact] **Email**: [Insert email address of Client business contact]
Legal Contact for Notices: CGI Technologies and Solutions Inc. 11325 Random Hills Road, 8th Floor Fairfax, VA 22030 **Attn**: Office of General Counsel **Email**: US-OGC@cgi.com	**Client Legal Contact for Notices**: [Insert Client local business street address] **Attn**: [Insert name/title of Client business contact] **Email**: [Insert email address of Client business contact]

3. Contract Term Information

Contract Start Date	

TEMPLATE

Contract Expiration Date	
Contract Term (e.g., 5 years, 10 years)	
Contract Extension/Renewal Options	
Cloud Services Period	
Go-Live Date	

4. CGI Advantage® Cloud Solution Information

4.1. Cloud Applications

CGI Advantage® Applications*	
Bundled Applications	

**please note that any addition of CGI's reporting solution is limited to one (1) production instance and one (1) non-production instance unless otherwise negotiated by the Client and CGI. Any additional reporting instance(s) must be included as a separate row(s) above in the final Order.*

4.2. Cloud Sizing Information

Total Users	
Estimated Peak Concurrent Users	
Included Storage Capacity (for all PRD environments)	500 GB
Estimated Annual Storage Growth	Metered based on actual storage

4.3. Geographic Considerations Concerning Services Locations

Geographic Consideration	☐ Standard CGI Advantage® Global Support Model ☐ United States Only Support Model ☐ Other

4.4. Hosting Details

Solution Hosting Supplier	☐ CGI Private Cloud ☐ Other
Disaster Recovery Hosting Supplier	

5. Pricing and Payment Schedule

5.1. Contract Pricing

TEMPLATE

6. Client-Specific Terms and Conditions

TEMPLATE

Schedule A – CGI Advantage® Cloud Legal Terms and Conditions

This Schedule A sets forth the general terms and conditions governing the CGI Advantage® Master Terms between the Client and CGI.

1. Services to be Performed

1.1. Authorization to Perform Services

In addition to the authorization requirements set forth in the Contract, each instance in which CGI will perform Services for Client will require that this Advantage Master Terms be in effect as of the commencement of such Services, as well as:

1.1.1. In the case of Cloud Services, the Advantage Master Terms must include Schedule C specifying the Cloud Services (or be amended to include the Cloud Services); and

1.1.2. In the case of CGI Consulting Services, execution of an Annual Planning Document as specified in Schedule G.

1.2. Delegation of Services

Client acknowledges that CGI may obtain products and services used in providing the Services from, and otherwise delegate obligations hereunder to, its Affiliates or other third party subcontractors and suppliers, which in turn may obtain products and services from, or otherwise delegate obligations hereunder to their Affiliates, subcontractors, or suppliers. CGI will be responsible to Client for performance of the Services and compliance with the Contract regardless of the use of such Affiliates or third party suppliers.

2. Payment

2.1. Services Fees

2.1.1. Cloud Services Fees. The Order (as may be amended) specifies the amount of and schedule of Cloud Services Fees that the Client will pay to CGI under the Contract.

2.1.2. CGI Consulting Services Fees. The Order (as may be amended) specifies the amount of and payment schedule for CGI Consulting Fees the Client will pay to CGI under the Contract.

2.2. Recoupment of CGI Consulting Services Fees for Pre-Go-Live Phase Services

The Order will specify the amount of CGI Consulting Fees for the Pre-Go-Live Phase Services that CGI will recoup in the event of termination of the Agreement by Client for convenience ("Early Termination Fees"). In the event of termination by CGI or termination by Client for default by CGI, no Early Termination Fees will be assessed or paid. Under no circumstances will the Early Termination Fees exceed the total Services Fees under this Contract.

2.3. Invoices

CGI will submit invoices to Client for Cloud Services fees for Cloud Services in accordance with the Order, Section 5 (Pricing and Payment Schedule). CGI will submit invoices to Client for CGI Consulting Services and applicable Reimbursable Expenses as agreed by the Parties in writing, not to exceed the overall price of the Contract as designated in the Contract cover page. Invoices for any other amounts due hereunder will be submitted to Client as the amounts come due. CGI will submit invoices to the Client billing address specified in the Contract. Each invoice will identify the Order and, if applicable, the Annual Planning Document to which it relates.

2.4. Other Payment Terms

Terms addressing disputed charges and other payment matters are addressed in Sections 33 and 34 in Attachment A.

3. Proprietary Rights

3.1. CGI Materials.

Notwithstanding anything to the contrary in the Contract, as between CGI and Client, CGI (or its licensors or suppliers, as applicable) will retain ownership of the CGI Materials. CGI Materials are provided by CGI to Client as part of the Cloud Solution or under an Annual Planning Document pursuant to the terms and conditions of the Contract.

3.2. Client Materials

As between Client and CGI, Client will retain ownership of the Client Materials, including all State Data.

3.3. Grant of Limited License to CGI

Client hereby grants to CGI and as applicable to CGI's Affiliates, subcontractors, and suppliers during the term of the applicable Contract a revocable, nonexclusive, nontransferable, limited right and license to access, display, reproduce, and process Client Materials provided by Client under the Contract, in compliance with the Agreement and for the sole purpose of providing the Cloud Solution to Client.

3.4. Copying

Client will not copy or use any CGI Materials in any way that is not authorized by law or the Contract. Any permitted copies of the CGI Materials (including derivative works to the extent they incorporate or are based on any CGI Materials) made by or for Client are and will remain the property of CGI (or its licensors). Client will reproduce and include on any permitted copies of the CGI Materials all copyright or other proprietary rights notices or legends that appear on or are otherwise included in the CGI Materials.

3.5. Reservation of Rights

CGI and as applicable each of its Affiliates, subcontractors, and suppliers will not be prevented from using in their business(es) any general ideas, concepts, expressions, know-how, skills, and experience possessed by it prior to, or developed or learned by it in the course of, performing the Services.

4. Client Responsibilities

4.1. Client Responsibilities in General

Client is responsible for timely performance of its responsibilities and obligations under the Contract. Without limiting the generality of the foregoing sentence, Client will satisfy its obligations with regard to:

4.1.1. The Cloud Services specified in Schedules C and F; and

4.1.2. Each Annual Planning Document issued under the Agreement as specified in the applicable Annual Planning Document.

4.2. Client Responsibility to Provide Client Materials, Information, and Approvals

Whenever CGI performance of the Services is dependent upon Client furnishing CGI with Client Materials or other Client resources (such as Client staff, interfaces, or connectivity), Client Data or other information as documented in this Contract or an APD, Client will furnish such items in a timely fashion in a reasonable format specified by CGI, or such other format as mutually agreed by the parties in writing. Client is responsible for ensuring that all physical media that Client furnishes to CGI for processing meet the specifications of the manufacturer of the equipment with which such media are to operate and any other specifications that CGI may reasonably establish. Client will have sole responsibility for the adequacy, quality, legality, and accuracy of all Client Materials and information that Client furnishes to CGI and the results obtained therefrom. If a Client delay or failure in satisfying its responsibilities under the Contract impacts CGI's ability or cost to deliver the Services, in addition to other remedies available to CGI at law or in equity, such impact will be addressed through an Amendment equitably adjusting applicable schedules and CGI compensation.

5. Confidential Information

5.1. Additional Confidentiality Terms

In addition to the confidentiality obligations set forth in Section 24 (CONFIDENTIALITY) in Attachment A, the parties agree to the terms in this Section 5.

5.2. Ownership of Confidential Information

Confidential Information will remain the property of the furnishing party, and the receiving party will not be deemed by virtue of this Agreement or any access to the furnishing party's Confidential Information to have acquired any right, title or interest in or to the Confidential Information.

5.3. Treatment of Confidential Information on Expiration or Termination of Agreement

Upon expiration or termination of the Contract, the receiving party may retain copy(ies) of Confidential Information as required by applicable laws, regulations, or internal information retention policies, or as necessitated by operation of receiving party's automatic back-up system, provided that the receiving party shall continue to be subject to the obligations of the Agreement with respect to Confidential Information so retained.

5.4. Injunctive Relief

Each party agrees that if a Utah court of competent jurisdiction determines that the receiving party has breached, or attempted or threatened to breach, any of its confidentiality obligations to the furnishing party or the furnishing party's proprietary rights, money damages will not provide an adequate remedy. Accordingly, the furnishing party will be entitled to seek appropriate injunctive relief and other measures restraining further attempted or threatened breaches of such obligations.

6. [Reserved]

7. Term and Termination

7.1. Term

The term of the Contract is as set forth on the Contract signature page.

7.2. Termination for Convenience

7.2.1. Termination for Convenience provisions are addressed in Attachment A Section 38 B. If Client terminates the Agreement for any reason other than CGI's material breach of contract or for non-appropriation of funds pursuant to Section 2.j. of Attachment A to the Contract, Client shall pay to CGI the Early Termination Fee(s) specified in the Order. Such Early Termination Fee(s) are exclusive of any Transition Services described in Section 7.5.

7.3. Termination for Cause

7.3.1. Either party may terminate for cause as permitted in Attachment A. If Client's election to terminate the Agreement, Annual Planning Document, or an Order for cause under this Section is determined by a court of competent jurisdiction to have been wrongful, then the termination will automatically be considered atermination for convenience.

7.3.2. Notwithstanding the preceding Subsection, if Client breaches the Solution access restrictions specified in Schedule B or its nondisclosure obligations under the Contract, CGI will have the right, without affecting any other rights and remedies CGI may have, to suspend the State's access to the Cloud Solution until the Client's breach is cured. In the event of a suspension under this Section 7.3.2, Contractor

will provide Client with written notice specifying the nature and particulars of the alleged breach, and Client will use best efforts to cure the applicable breach. Contractor will reasonably assist the Client in its cure efforts. Access to the Cloud Solution will be restored once the breach is cured. If the Client is unable to cure the breach within a reasonable period of time, not to exceed thirty (30) calendar days, Contractor may terminate the Contract and Client's Cloud Solution access.

7.3.3. Termination of the Agreement for cause will be in addition to, and not in lieu of, other remedies available to the terminating party under the Agreement

7.4. Effects of Termination

Except as agreed upon as a Transition Service pursuant to Section 7.5, upon expiration or termination of the Agreement for any reason Client's right to access the Solution under the Agreement will immediately terminate and the parties will satisfy the obligations set forth in this Section:

7.4.1. Client will cease all access to the CGI System.

7.4.2. Client will promptly pay CGI all undisputed amounts owed under the Contract up to the date of termination, including, but not limited to Early Termination Fees (if applicable), and fees for Cloud Services and CGI Consulting Services.

7.4.3. Each party will return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party.

7.4.4. CGI will disposition Client Data as described in this Subsection.

7.4.4.1. Upon receipt of a notice of termination from Client, CGI will promptly schedule a meeting with Client to negotiate and document a schedule for CGI delivery of one or more copies of Client Data to Client, with all such deliveries to be scheduled to be completed before the effective date of termination.

7.4.4.2. Client Data will be delivered in CGI System format or a format as otherwise mutually agreed to by the parties.

7.4.4.3. The first such delivery will be at CGI expense.

7.4.4.4. Client request for more than one delivery of a copy of Client Data or for delivery of a copy of Client Data in other than CGI System format will be addressed through the Change Control Process, with resulting CGI costs reimbursed by Client and resulting CGI fees charged at CGI's then-current applicable rates for such services.

7.4.4.5. In the event that Client engages CGI in Transition Services pursuant to Subsection 7.5, the parties will coordinate CGI delivery of Client Data copies with the Transition Services.

7.4.4.6. Except as otherwise provided in this Subparagraph, within ten (10) Business Days of the effective date of termination, CGI will destroy all Client Data. CGI may retain Client Data occasionally entered into the Ticketing System as part of the Cloud Services. Such retained Client Data will be subject to the provisions of Section 5 (Confidential Information).

7.4.5. Within thirty (30) calendar days after the expiration or termination of the Agreement for any reason, Client will, at CGI's option, either deliver to CGI or destroy the original and all copies (including partial copies) of CGI Materials, all CGI Confidential Information, and any other materials provided by CGI under the Agreement, including copied portions contained in derivative works, and certify in writing to CGI that Client has fully performed its obligations under this Subsection.

7.5. Transition Services on Termination

In connection with termination or expiration of the Agreement, Client may request CGI assistance in migrating Client's processing being performed by CGI under the Agreement to the control of Client or an alternate vendor designated by Client. Provided Client is current in its payment to CGI under the Agreement, CGI will perform reasonable Transition Services as CGI Consulting Services under a separate Order and Annual Planning Document for a period of up to six (6) months on a time and materials basis at CGI's then current professional services rates. If the parties enter into an Order and Annual Planning Document for Transition Services, CGI will coordinate the return of Client Data required under this Section during Transition Period.

8. Limitation of Liability

8.1. Errors in Processed Data

CLIENT WILL BE RESPONSIBLE FOR REVIEWING THE ACCURACY OF ANY PROCESSING OUTPUT PROVIDED BY CGI PRIOR TO MAKING USE OF SUCH OUTPUT, INCLUDING BUT NOT LIMITED TO RESPONSIBILITY FOR OUTPUT REPORTS, AND FOR CONCLUSIONS DRAWN FROM SUCH USE. IF ANY SUCH RESULTS ARE INACCURATE DUE TO THE FAULT OF CGI, CGI'S SOLE OBLIGATION WILL BE TO REPROCESS THE AFFECTED DATA AT NO ADDITIONAL CHARGE TO CLIENT. FOR THE PURPOSE OF CLARIFICATION, IN THE EVENT CGI FAILS TO REPROCESS THE AFFECTED DATA AS REQUIRED IN THIS SECTION 8.1, CLIENT WILL BE ENTITLED TO SEEK ANY AND ALL CONTRACTUAL REMEDIES. IF ANY SUCH RESULTS ARE INACCURATE DUE TO THE FAULT OF CLIENT, OR ANY ACTIONS TAKEN BY CGI AT THE CLIENT'S DIRECTION, CGI WILL HAVE NO LIABILITY TO PROVIDE CORRECTED DATA EXCEPT AS THE PARTIES AGREE IN AN EXECUTED AMENDMENT TO THIS CONTRACT. CGI WILL NOT BE RESPONSIBLE OR LIABLE IN ANY OTHER MANNER FOR ANY SUCH RESULTS (WHETHER FORESEEN OR UNFORESEEN). IF CLIENT HAS NOT NOTIFIED CGI IN WRITING OF ANY CLAIMED ERRORS IN SUCH RESULTS WITHIN TWENTY (20) DAYS AFTER RECEIVING THEM, SUCH RESULTS WILL BE DEEMED TO HAVE BEEN ACCEPTED BY CLIENT.

8.2. Loss of Client Data

IF CLIENT DATA IS LOST, CORRUPTED OR DESTROYED WHILE IN THE POSSESSION OR CONTROL OF CGI DUE TO CGI'S (OR ITS AFFILIATES, CONTRACTORS OR SUPPLIERS) FAULT OR NEGLIGENCE, CGI WILL USE BEST EFFORTS TO RECONSTRUCT SUCH CLIENT DATA AT CGI'S EXPENSE PROVIDED ANY FILES, DATA, PROGRAMS OR OTHER INFORMATION THAT MAY BE NECESSARY TO ACCOMPLISH SUCH RECONSTRUCTION, BUT WHICH ARE NOT IN CGI'S POSSESSION OR CONTROL, ARE PROMPTLY FURNISHED TO CGI BY CLIENT UPON REQUEST.

8.3. Data Breaches

CGI'S LIABILITY FOR ANY CLAIMS, DAMAGES AND/OR LOSSES ARISING OUT OF A DATA BREACH RESULTING FROM CGI'S OR CGI'S AFFILIATES', SUPPLIERS' OR CONTRACTORS' INTENTIONAL ACT, NEGLIGENCE, OR BREACH OF ITS OBLIGATIONS UNDER THE CONTRACT, IS NOT SUBJECT TO THE LIMITATIONS OF LIABILITY SET FORTH IN SUBSECTIONS 8.4 AND THE EXCLUSION OF DAMAGES SET FORTH IN SUBSECTION 8.5. RATHER, IN THE EVENT OF SUCH A DATA BREACH, CGI'S MAXIMUM LIABILITY DURING THE APPLICABLE CLOUD SERVICES PERIOD (INCLUDING WITHOUT LIMITATION, FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR OTHER TORT CLAIM, AND INDEMNIFICATION) SHALL BE LIMITED TO FIVE MILLION ($5,000,000.00) DOLLARS PER CLOUD SERVICES PERIOD. IN NO EVENT SHALL CGI'S AGGREGATE LIABILITY FOR ANY CLAIMS, DAMAGES AND/OR LOSSES UNDER THIS CONTRACT EXCEED TEN MILLION ($10,000,000.00) DOLLARS OVER THE TERM OF THE CONTRACT.

8.4. Liability Limits

EXCEPT AS OTHERWISE PROVIDED IN SUBSECTIONS 8.3 AND 8.7 OR AS OTHERWISE EXPRESSLY SET FORTH IN THE CONTRACT AS AN EXCEPTION TO THE LIABILITY LIMITS, THE PARTIES' RESPECTIVE AGGREGATE LIABILITY FOR ANY CLAIMS, LOSSES AND/OR DAMAGES ARISING UNDER OR RELATED TO THE AGREEMENT (INCLUDING WITHOUT LIMITATION, FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR OTHER TORT CLAIM) SHALL NOT EXCEED:

8.4.1. WITH REGARD TO CLAIMS ARISING FROM CLOUD SERVICES, FOR ALL CLAIMS ARISING WITHIN A CLOUD SERVICES PERIOD, THE AMOUNT OF THE CLOUD SERVICES FEES FOR THE APPLICABLE CLOUD SERVICES PERIOD; AND

8.4.2. WITH REGARD TO CLAIMS ARISING FROM CGI CONSULTING SERVICES UNDER AN ANNUAL PLANNING DOCUMENT THE AMOUNT OF TWENTY-FOUR (24) MONTHS FEES UNDER THE APPLICABLE ANNUAL PLANNING DOCUMENT;

8.4.3. PROVIDED, HOWEVER THAT THE LIMITS ON CLIENT'S LIABILITY WILL NOT LIMIT CLIENT'S OBLIGATION TO PAY UNDISPUTED FEES UNDER THE AGREEMENT.

8.5. Exclusion of Damages - CGI

IN NO EVENT WILL CGI OR ANY PERSON OR ENTITY INVOLVED IN THE CREATION, MANUFACTURE OR DISTRIBUTION OF ANY SOFTWARE, SERVICES OR OTHER MATERIALS PROVIDED BY CGI UNDER THE AGREEMENT BE LIABLE FOR:

8.5.1. DAMAGES TO THE EXTENT CAUSED BY THE FAILURE OF CLIENT OR ITS AFFILIATES OR SUPPLIERS TO PERFORM THEIR RESPONSIBILITIES AS SPECIFIED IN THE CONTRACT;

8.5.2. ANY CLAIMS OR DEMANDS OF THIRD PARTIES, EXCEPT THOSE CLAIMS OR DEMANDS FOR WHICH CGI IS REQUIRED TO INDEMNIFY PURSUANT THE CONTRACT; OR

8.5.3. ANY LOST PROFITS, LOSS OF BUSINESS, LOST SAVINGS OR OTHER CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF CGI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.6. Exclusion of Damages – Client

IN NO EVENT WILL CLIENT BE LIABLE FOR:

8.6.1. DAMAGES TO THE EXTENT CAUSED BY THE FAILURE OF CGI OR ITS AFFILIATES OR SUPPLIERS TO PERFORM THEIR RESPONSIBILITIES ASSPECIFIED IN THE CONTRACT;

8.6.2. ANY CLAIMS OR DEMANDS OF CGI'S THIRD PARTIES, OR

8.6.3. ANY LOST PROFITS, LOSS OF BUSINESS, LOST SAVINGS OR OTHER CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.7. Exclusions from Limitations

THE FOREGOING LIMITATIONS DO NOT APPLY TO CGI'S INDEMNIFICATION OBLIGATIONS SPECIFIED IN UTAH ATTACHMENT A SECTION 10 OR TO CLIENT'S WARRANTY OBLIGATIONS SPECIFIED IN ATTACHMENT A SECTION 14.

8.8. Acknowledgement

EACH PARTY ACKNOWLEDGES AND AGREES THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 8:

8.8.1. ARE REASONABLE AND THE PRICING SET FORTH IN THE AGREEMENT REFLECTS THIS ALLOCATION OF RISK;

8.8.2. WILL NOT BE DEEMED TO LIMIT ANY LIABILITY TO AN EXTENT THAT WOULD NOT BE PERMITTED UNDER APPLICABLE LAW; AND

8.8.3. WILL SURVIVE NOTWITHSTANDING THE FAILURE OF ANY EXCLUSIVE REMEDY UNDER THE AGREEMENT.

9. Audits

In addition to any audit rights set forth in Attachment A, the parties will have the audit rights specified in this Section. Client will have the right to conduct audits under this Subsection to verify amounts invoiced by CGI under the Agreement. CGI will have the right to conduct audits to verify that Client use of the Solution complies with the Agreement. Audits pursuant to this Subsection will be conducted:

9.1. At the expense of the party requesting the audit;

9.2. During Business Hours on reasonable written advance notice;

9.3. Not more frequently than annually unless an audit reveals a breach of contract or as otherwise mutually agreed to by the parties in writing; and

9.4. If conducted by an independent third party Auditor, then said Auditor:

9.4.1. Is not paid on a contingency or other basis related to the outcome of the audit;

9.4.2. Has executed a confidentiality agreement with the party requesting the audit in a form reasonably acceptable to both parties that at a minimum prohibits the Auditor from using or divulging to third parties information obtained in connection with the audit; and

9.4.3. In the case of Client audits of CGI, is not a known competitor with CGI in the public sector Enterprise Resources Planning solutions market; and

9.4.4. In the case of CGI audits of Client, said Auditor complies with Client Security requirements set forth herein.

10. Disputes

10.1. Informal Dispute Resolution

At the written request of either party, the parties will attempt to resolve any dispute arising under or relating to the Agreement through the informal means described in this Subsection. Each party will appoint a senior management representative who does not devote substantially all of his or her time to performance under the Agreement. The representatives will furnish to each other all non-privileged information with respect to the dispute that the parties believe to be appropriate and germane. The representatives will negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. Formal proceedings for the resolution of the dispute may not be commenced until the earlier of: (i) the designated representatives conclude that resolution through continued negotiation does not appear likely; or (ii) thirty (30) calendar days have passed since the initial request to negotiate the dispute was made; provided, however, that a party may file earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or to apply for interim or equitable relief.

10.2. Exports

Each party agrees that it will not knowingly export or re-export, directly or indirectly, any technical data or product derived from the other party to any destination to which such export or re-export is controlled, restricted or prohibited by U.S. law, without obtaining prior authorization from the U.S. government.

11. General Provisions

11.1. Nonexclusive Agreement

The Agreement does not grant to CGI any exclusive rights to do business with Client. Client may contract with other suppliers for the procurement of comparable services. Nothing in the Agreement will prevent CGI from marketing, developing, using and performing for others services similar to or competitive with the Services furnished to Client

11.2. Notices

Any legal notice or other communication required or permitted to be made or given by either party pursuant to the Agreement will be in writing in English, will be delivered to the address specified in the Contract,.

11.3. Reasonable Behavior

Each party will act in good faith in the performance of its respective responsibilities under the Agreement and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by the other party in order to perform its responsibilities under the Agreement.

11.4. Third Party Beneficiaries

There are no intended third party beneficiaries of any provision of the Agreement. For the purpose of clarification, DAS and other State of Utah agencies and departments who are Authorized Users or otherwise benefit from this Contract are not considered third parties.

11.5. Non-Solicitation

During the term of the Agreement and for twelve (12) months after its expiration or termination, neither party will knowingly, either directly or indirectly, solicit for employment or employ (except as permitted below) by itself (or any of its Affiliates) any employee of the other party (or any of its Affiliates) who was directly involved in the performance of the party's obligations under the Agreement, unless the hiring party obtains the written consent of the other party. The foregoing provision will not:

11.5.1. Prohibit a general solicitation of employment in the ordinary course of business or prevent a party from employing any employee who contacts such party as a result of such an advertised general solicitation(unless the advertised general solicitation is undertaken as a means to circumvent; or conceal a violation of this clause); or

11.5.2. Be read so as to limit employment opportunities to an extent that would not be permitted under applicable law.

11.6. Digital Signature; Counterparts

The Contract and each Annual Planning Document issued under the Contract may be signed in ink or digitally in one or more counterparts, each of which will be deemed to be the original Contract or Annual Planning Document. Any accurate copy of the Contract, an Order, or an Annual Planning Document made by reliable means will be considered the original.

Schedule B – CGI Advantage® Cloud Solution Access Terms.

This Schedule B sets forth the terms and conditions governing Client's access to and use of the CGI Advantage® Cloud Solution.

1. Client Access to and Use of the Solution

1.1. Access to and Acceptance of the Solution

Subject to Client having met its payment obligations with respect to the applicable Services, CGI hereby grants to Client a limited, non-exclusive, non-transferable right to access and use, and to allow its Authorized Users to access and use, the Solution exclusively for Client's own internal business purposes during the term of, and in accordance with the terms of, the Contract.

1.2. Terms and Conditions Governing Client Use of the Cloud Applications

All rights of Client in and to the Cloud Applications will be governed by the terms and conditions of the Contract.

2. Internet Connectivity to the Solution

Client acknowledges that there are risks inherent in Internet connectivity and that CGI has no control over the privacy or integrity of any information when the same is outside of the Point of Demarcation of the Solution and when such information is or was accessed using Mutually Authorized Interfaces. Client is responsible for the availability of Client's network and dependent services (e.g. power) used for accessing the CGI System. CGI is not responsible or liable for Client's use of the CGI System, including without limitation transmission or receipt by Authorized Users of Confidential Information of any type, outside of the Point of Demarcation; any such use will be at Client's sole risk; CGI and its employees, associates and Affiliates will have no responsibility or liability in connection with such use including for any Client disclosure of Confidential Information.

3. CGI Right to Make Changes to the Solution

Notwithstanding anything to the contrary herein, CGI may make any changes in the CGI Solution that CGI determines in its sole discretion to be necessary or appropriate, including but not limited to changes in facilities, computer hardware, systems and/or applications software, including without limitation the Cloud Applications and Bundled Applications, programming languages, data communications, location of systems and service equipment, and associated third party supplier terms and conditions, without notice or consent, except as required in this Section 3. Any change to associated third party supplier terms and conditions will be effectuated through written notice from CGI to Client at least thirty (30) days in advance. CGI will provide prior written notice (or, in the event of an emergency, prompt notice after the occurrence of such emergency) if CGI believes such changes have a reasonable likelihood of adversely affecting Client's use of the Solution.

Schedule C – CGI Advantage® Cloud Support Program

This Schedule C specifies the Cloud Services and other benefits CGI provides to Client as part of the CGI Advantage® Cloud Support Program except as modified by the applicable Order.

1. Support Program Fundamentals

1.1. CGI Advantage® User Group Membership

As part of the Cloud Support Program, CGI will provide Client with membership in the CGI Advantage® User Group. This membership provides Client with the option to participate in various User Group activities such as the annual CGI Advantage® Forum, regional User Group meetings, and election of the User Group Steering Committee, which works closely with CGI on a variety of client topics. In addition to voting in the election, Client may nominate a candidate for election to the User Group Steering Committee.

1.2. CGI Advantage® Application Updates

As part of the Cloud Support Program CGI will provide Client with CGI Advantage® Updates periodically to add business features, address technical and functional compatibility with system software, make updates for ongoing regulatory changes and changes to business practices, and provide corrections for CGI Advantage® defects, provided, however, that no such changes will remove functionality or otherwise reduce the Client's ability to perform like functions below that currently used by Client in production, increase price, or otherwise conflict with the Contract, except as mutually agreed by the parties in writing. CGI determines, at its sole discretion, based on input from the User Group Steering Committee, the Product Roadmap including content and schedule of CGI Advantage® Updates. CGI Advantage® Updates vary in size and scope but are planned for quick deployment and testing with new features disabled upon release. CGI Advantage® Updates may include:

1.2.1. Feature Sets

1.2.2. Regulatory Updates

1.2.3. Technical Stack Compatibility Updates

1.2.4. Patches and Patch Sets

1.3. CGI Solutions Support Center

CGI provides Client with help desk support for the Solution via access to the CGI Solutions Support Center ("**Support Center**"), including phone and web support as follows:

1.3.1. Standard Hours of Operation. CGI Support Center personnel are available 8am ET to 9pm ET on Business Days.

1.3.2. Access Methods. The phone number is 800.321.0267. The secure web site available 24/7 is https://sc.cgi.com/solutionssupport/.

1.3.3. Support Materials. CGI provides product guides, software downloads, training and other support materials.

1.3.4. Ticketing System. CGI provides an automated Ticketing System to manage delivery of the Cloud Services to Client, such as tracking of Incidents, Issues, and Requests.

1.3.5. Product Roadmap. CGI regularly posts product schedule updates on the Support Center.

1.3.6. Client Knowledge Sharing and Collaboration Space. CGI provides an area for clients to ask questions and share ideas, solutions and plans for use of CGI Advantage®.

1.4. Support Locations

CGI provides Cloud Services remotely or from CGI or third party supplier locations in accordance with Attachment A, Section 20.k.

1.5. Amendment Process

The parties will employ the Amendment Process to address changes to the Cloud Services, such as:

1.5.1. Changes:

1.5.1.1. Required to achieve compliance with revised Client policies and standards after the Effective Date;

1.5.1.2. To mutually agreed business requirements including, but not limited to, the Processing Schedule, processing volumes exceeding the limits set in Order (CGI Advantage® Cloud Usage Levels, Storage, and Network Capacity), Bundled Application use or volumes;

1.5.2. Client requests for:

1.5.2.1. New initiatives or Services;

1.5.2.2. Additional reporting, measurement, or use of Client-specific tools and technologies by CGI; and

1.5.2.3. Procurement of additional environments, storage, or other infrastructure elements.

1.6. Single Go-Live

Go-Live for all Cloud Application components will occur as a single event (i.e. not to be staged over a period of time).

1.7. SLA Remedies

CGI provides the Cloud Services in a manner that meets or exceeds applicable Service Levels specified in the Service Level Agreement. For any failure of the Cloud Services to meet or exceed the applicable

Service Levels, the Service Level Credit specified in Schedule F shall apply. Service Credits assessed by the State in accordance with the Service Level Agreement shall be cumulative of the other remedies available to the State under the Contract; provided, however, that in the event that the State seeks other financial remedies for Contractor's failure to meet its Service Level Agreement obligations, the State agrees that any such additional remedy shall be reduced by the amount of Service Credits previously assessed by the State with respect to the applicable Contractor failure. Service Level Credits are subject to the limits on Contractor liability specified in Schedule A, Section 8 (Limitation of Liability).

1.8. Sensitive Data

Client will not include Sensitive Data in reports to CGI of Issues, Incidents, Requests or any other Client communications with CGI.

2. Written Deliverables

This section lists and details, in tabular format, the CGI Written Deliverables provided by CGI as part of the Cloud Services. These Written Deliverables are cross-referenced in Section 3 as appropriate. Written Deliverables are subject to the Acceptance Process in accordance with Schedule G and the Contract.

No.	Written Deliverable	Written Deliverable Description
1	Operational Framework	The Operational Framework details the steps Client and CGI will follow to interact with each other, such as when to use which contact mechanism, cutoff times for processing changes, agreed upon “what to do when” procedures, as well as forms required as part of certain Client requests to CGI. This artifact also includes contact and escalation information for both parties. The Operational Framework is a living document updated throughout the Agreement term. The Written Deliverable is a Microsoft Word file distributed as an Adobe pdf file.
2	Technical Architecture and Environment Overview	The Technical Architecture and Environment Overview describes the proposed technical architecture and includes blueprints for the Solution based on requirements identified during the Pre-Go-Live Phase, and a logical diagram of the relevant elements of the production and non-production Cloud Applications. This logical diagram provides a high-level, architecture topology including physical and virtual components and relevant network traffic details (exclusive of CGI IP addresses and sensitive information) for both production and non-production environments. The Written Deliverable is a Microsoft Visio diagram distributed as an Adobe pdf file.
3	Platform Test Criteria and Results	The Platform Test Criteria and Results documents the criteria and associated results of the platform test performed by CGI. It confirms the CGI System elements were installed correctly and interoperate as expected. Tests are intended only to validate the platform functionality; functional and performance testing are addressed separately. The Written Deliverable, approximately five pages in length and absent any Sensitive Data, is created as a Microsoft Word file and distributed as an Adobe pdf file.
4	Technical Readiness Checklist	The Technical Readiness Checklist consists of detailed documentation of areas of consideration, their owner and relevant criteria to be considered prior to a go/no-go decision. This is not the functional go/no-go criteria list or the cutover plan itself, but rather the checklist of items to be completed before Go-Live (e.g., communicate to team X about Y, notify vendors on X date). The Written Deliverable is a Microsoft

		Excel file distributed as such.
5	Technical Cutover Plan	The Technical Cutover Plan consists of the detailed steps required to perform the technical production cutover process. Draft document will be created mid- Pre-Go-Live Phase and enhanced/modified during the mock cutover process(es), both in accordance with the Project Schedule. Timing of associated steps will be documented to facilitate final cutover planning. Details include the preparation of data to be loaded into the Cloud Applications, turning on/off elements as part of cutover (e.g., using real email addresses rather than test ones for vendors). The Written Deliverable is a Microsoft Excel file distributed as such.

3. Cloud Services and the Parties' Associated Responsibilities

This Section specifies the Cloud Services, distinguishes the Pre-Go-Live and Ongoing Phases of the Cloud Services, and identifies the ten (10) categories of Cloud Services that CGI will provide. For each such category, this Section specifies, for both Pre-Go-Live and Ongoing Phases, the Cloud Services and Written Deliverables that CGI will provide and the respective responsibilities of the parties.

During the Ongoing Phase of each Cloud Service category specified in this Section, unless otherwise specified, CGI will continue to provide Pre-Go-Live Phase Cloud Services, and CGI and Client Pre-Go-Live Phase responsibilities will continue. During the Ongoing Phase, CGI will update Written Deliverables provided during the Pre-Go-Live Phase that are designated as living documents. Ongoing Phase Cloud Services commence on Go-Live Date unless otherwise specified.

3.1. Relationship and Contract Management Services

3.1.1. CGI Responsibilities during Pre-Go-Live Phase

3.1.1.1. Provide Written Deliverable No. 1 – Operational Framework

3.1.1.2. Designate a Pre-Go-Live Phase manager who will coordinate technical Pre-Go-Live activities with the Client and within CGI. The Pre-Go-Live Phase manager will participate in the Cloud Services from commencement of the Pre-Go-Live Phase through the Go-Live Date.

3.1.1.3. Perform monthly engagement status and assessment meetings. Perform CGI's Customer Satisfaction Assessment Program survey process with Client twice annually.

3.1.1.4. Define and document key relationship and business operations elements like points of contact, escalation, scheduling, business process monitoring, status reporting, and other procedural items. Define the operating model between the parties in the form of the Operational Framework.

3.1.1.4.1. Define, document and maintain a living Contact and Escalation List work product, outlining the mutually agreed communication protocols such as escalation and call out procedures, including responsible parties and a finite number of designated points of

contact for each (i.e., two (2) to three (3) named individuals per party), including which CGI point(s) of contact are appropriate for Data Breach notifications.

3.1.1.4.2. Document how CGI will assume responsibility for maintenance and support of the new Cloud Application(s) including assimilation and transition from the Client to CGI staff, as appropriate. For example, mutually agreed requirements of batch processing executions (e.g., typical number of checks produced each run) and unique batch processing outcomes of special runs will be communicated from the Client to CGI.

3.1.1.4.3. Define and document monitoring, remediation, escalation, and support procedures for Cloud Application operations.

3.1.2. Client Responsibilities during Pre-Go-Live Phase

3.1.2.1. Provide and maintain named Client individuals as primary and secondary points of contact, including which Client point(s) of contact are appropriate for Data Breach notifications, and comply with communication protocols.

3.1.2.2. Make Client staff and Client systems that are interdependent with the Solution available during the Hours of Availability.

3.1.2.3. Coordinate with CGI staff for services, support, scheduled testing, Scheduled Maintenance or other needs, responding promptly to CGI information requests.

3.1.2.4. Participate twice annually in the CGI Customer Satisfaction Assessment Program survey process.

3.1.2.5. Assist in problem identification and resolution as it relates to the Client's data, staff, and/or procedures as well as Issues or Incidents with CGI System and appropriate interaction with interfacing entities.

3.1.2.6. Follow the Acceptance Process specified in Schedule G for the Written Deliverables.

3.1.2.7. Notify CGI in advance of any changes to Client-provided information referenced in this Schedule C.

3.1.2.8. Report any Issues or Incidents to CGI using CGI's Ticketing System and process. To be considered reported, Issues and Incidents tickets must include details to clearly identify specifics of the Issue or Incident that allow CGI to recreate, troubleshoot and resolve, including, but not limited to, impacted module/function, screenshots, steps to recreate with expected versus actual outcome, and number of users impacted.

3.1.2.8.1. Incidents: Report Incidents in the Ticketing System using the Incident indicator "Managed Services."

3.1.2.8.2. Issues: Report Issues in the Ticketing System using an Issue indicator naming the applicable Cloud Application in which the problem was encountered.

3.1.2.8.3. Requests: Submit CGI Requests to the Ticketing System using the Incident indicator "Managed Services." Requests should be marked as such in the description to distinguish them from Issues or Incidents.

3.1.3. CGI Responsibilities during Ongoing Phase

3.1.3.1. Produce and provide a status report on Service Level performance at the frequency and with the information specified in the Service Level Agreement.

3.1.3.2. Provide support as necessary for Client audits of the Solution during Business Hours, not to exceed more than eight (8) hours over a single thirty (30) day period annually, or support as mutually agreed to by the parties in writing.

3.1.4. Client Responsibilities during Ongoing Phase

No additional responsibilities.

3.2. Technical and Operational Management

3.2.1. CGI Responsibilities during Pre-Go-Live Phase

3.2.1.1. Perform Incident management and resolution.

3.2.1.2. Maintain third party supplier support contracts for the CGI System (i.e., system software).

3.2.1.3. Hosting Facility Configuration. Configure Hosting Facility infrastructure for Cloud Application(s) environments and establish the infrastructure management strategy, standards, procedures and third party supplier management.

3.2.2. Client Responsibilities during Pre-Go-Live Phase

3.2.2.1. Provide, manage, and operate Client employee workstation hardware, software, and other onsite Client equipment.

3.2.2.2. Provide remote hands-on support for any physical activities related to infrastructure equipment at the Client site, such as equipment resets, if necessary, as requested by CGI.

3.2.3. CGI Responsibilities during Ongoing Phase

3.2.3.1. Commencing with the standard CGI audit cycle following the first full year of production operations, provide an annual SSAE No. 18 SOC 1 Type 2 report for the Solution Hosting Facility infrastructure; subject to reasonable advance notice and applicable confidentiality and other restrictions of the Solution Hosting Facility supplier.

3.2.4. Client Responsibilities during Ongoing Phase

3.2.4.1. Provide level 1 help desk support for the Cloud Application(s), such as initial triage and primary contact with the end users reporting Issues or Incidents, and the logging and documentation of reported Issues or Incidents. Issues or Incidents with CGI System that cannot be resolved by the Client's Level 1 Help Desk support will be submitted to CGI via the Ticketing System.

3.3. Network Management

3.3.1. CGI Responsibilities during Pre-Go-Live Phase

3.3.1.1. Define network and telecommunications Pre-Go-Live tasks, provision infrastructure, and install/configure/test network elements in support of CGI System, leading the testing of all applicable network connectivity points.

3.3.1.2. Provide Internet access to Cloud Applications in the Solution Hosting Facility and Disaster Recovery Hosting Facility, as applicable. The estimate of bandwidth required is based on sizing information provided by Client as specified in the Order (CGI Advantage® Cloud Usage Levels, Storage, and Network Capacity).

3.3.2. Client Responsibilities during Pre-Go-Live Phase

3.3.2.1. Provide CGI required information and access to knowledgeable resources to assist in the definition of network and telecommunications requirements; this will include information from any third parties for which the Client is responsible.

3.3.2.2. Coordinate and manage activities related to configuring and authorizing CGI's network connectivity to the Client network, if necessary.

3.3.2.3. Provision, configure, maintain, and manage secure integrations, and transmissions for interfaces or files as well as SMTP electronic mail services sent from the Cloud Application(s).

3.3.2.4. Provision, manage, and maintain adequately-sized network services from the Client's WAN to end-user locations.

3.3.2.5. Participate as needed in testing CGI and Client network connectivity points.

3.3.3. CGI Responsibilities during Ongoing Phase

No additional responsibilities.

3.3.4. Client Responsibilities during Ongoing Phase

No additional responsibilities.

3.4. Physical/Virtual Environment and Storage

3.4.1. CGI Responsibilities during Pre-Go-Live Phase

3.4.1.1. Identify and collect from the Client environment elements (e.g., data, configuration settings, documentation) required for the Cloud Application(s) and other available related documentation and information regarding the environmental Pre-Go-Live requirements.

3.4.1.2. Determine CGI System environment(s) size based on the information provided by Client and specified in the Order (CGI Advantage® Cloud Usage Levels, Storage, and Network Capacity).

3.4.1.3. Provide, install, and maintain hardware, operating system, database, monitoring, and other software required to support the CGI System.

3.4.1.4. Perform CGI System monitoring as CGI and Client determines necessary to support the Solution.

3.4.1.5. For Cloud Application(s), provide one (1) production environment and two (2) non-production environment(s), each with a copy of the production data. The non-production environments support peak concurrent use up to fifty (50) users.

3.4.1.5.1.

3.4.1.6. Install and configure the CGI System storage infrastructure to support the Cloud Application(s). Expandable storage of the type appropriate to the respective environment is allocated as needed within the limits defined in the Order (CGI Advantage® Cloud Usage Levels, Storage, and Network Capacity).

3.4.1.6.1. Provision and allocate storage capacity for the Cloud Application environments.

3.4.1.6.2. Perform monthly storage growth analysis and monitoring, capacity and performance management to support the solution environments.

3.4.1.6.3. Perform backups and operational restoration testing and validation.

3.4.1.7. Define requirements and perform set-up of the requisite environment configuration to support the Cloud Application(s). This includes, but is not limited to, configuration of operating system, database and port settings; naming and other conventions for use by the Client and CGI; and system user access.

3.4.2. Client Responsibilities during Pre-Go-Live Phase

3.4.2.1. Support CGI's environment setup activities by providing environment elements identified in item 3.4.1.1 above.

3.4.2.2. Provide secure integrations and transmissions as well as SMTP mail services as noted in Section 3.3.2 above including the provision, management and maintenance of any required environment(s) and/or storage.

3.4.3. CGI Responsibilities during Ongoing Phase

No additional responsibilities.

3.4.4. Client Responsibilities during Ongoing Phase

No additional responsibilities.

3.5. Cloud Application Environments

3.5.1. CGI Responsibilities during Pre-Go-Live Phase

3.5.1.1. Provide Written Deliverable No. 2 – Technical Architecture and Environment Overview – and Written Deliverable No. 3 –Platform Test Criteria and Results.

3.5.1.2. Define, configure, manage and maintain the databases required for the Cloud Application(s). Provide database administration support including configuration and monitoring.

3.5.1.3. Provide and install the Cloud Application(s). Document the timing and readiness date of each Cloud Application within each environment in the Project Schedule.

3.5.1.4. On the readiness date per Section 3.5.1.3, provide online access to the Cloud Applications for the project activities absent the need to schedule maintenance to achieve project goals.

3.5.1.5. Define, implement and manage the Client's CGI System into the Scheduled Maintenance process. The CGI System will be unavailable during Scheduled Maintenance, the planned dates of which CGI documents via the Processing Schedule, including Sundays from 12am ET to Monday 6am ET weekly.

3.5.2. Client Responsibilities during Pre-Go-Live Phase

3.5.2.1. Provide relevant documentation detailing the Client's current application configuration.

3.5.2.2. Define and perform associated application Pre-Go-Live and configuration to support business needs, such as setting up users, application control tables, parameters and data such that it meets the Client's business processing needs.

3.5.2.3. Provide support for reporting including, but not limited to, creating, maintaining, and resolving Issues or Incidents with custom Client reports.

3.5.2.4. Execute testing including user acceptance testing and full production data (i.e., user and transaction volume) performance/load testing in support of the Pre-Go-Live Phase.

3.5.3. CGI Responsibilities during Ongoing Phase

3.5.3.1. Provide online access to the Cloud Applications during Hours of Availability. CGI may add Scheduled Maintenance in the event:

3.5.3.1.1. Of an urgent business necessity, to coincide with times of minimal Solution traffic or use for Client and on reasonable advance notice to Client; or,

3.5.3.1.2. CGI determines that a failure to do so may harm CGI or Client, immediately on notice to Client at any time of day.

In either case, CGI will make reasonable efforts to obtain Client's prior written approval of the institution of such Scheduled Maintenance.

3.5.4. Client Responsibilities during Ongoing Phase

No additional responsibilities.

3.6. Cloud Application Maintenance

3.6.1. CGI Responsibilities during Pre-Go-Live Phase

3.6.1.1. Provide CGI Advantage® scripts used to sanitize Client's sensitive information from data stores. Customize scripts as needed for Client-specific sanitization requirements due to business needs. Execute scripts against Client data in one non-production environment 2-3 months prior to Go-Live, immediately following Go-Live, and then as needed to support the Services. Move resulting data to internal CGI support environment(s).

3.6.1.2. Perform Issue management and resolution.

3.6.1.3. Provide Critical and Serious Issue Patches once available.

3.6.1.4. Patch Cadence: Provide Issue Patches as part of the CGI Advantage® Updates. CGI implements these on a regular schedule to the Patch Cadence Environment. Following the Client testing window, CGI deploys the Patches to the other non-production and production environments.

3.6.1.5. Provide configuration management and application code version control and tracking for the Cloud Application(s).

3.6.2. Client Responsibilities during Pre-Go-Live Phase

3.6.2.1. Support preparation of internal CGI support environment(s) by accommodating the use of one non-production environment for tasks outlined in Section 3.6.1.1. Review scripts to provide requirements for script customization and provide approval of final scripts and sanitized data prior to CGI use.

3.6.2.2. Establish and perform application functional support and configuration activities such as workflow configuration, adding users to workflows, maintaining workflow metadata, maintaining centralized master data codes, and providing support for the maintenance of decentralized master data codes.

3.6.2.3. Execute testing, including user acceptance testing, in support of CGI Advantage® Updates, including interfaces, reports and forms prior to production migration. Testing generally will include the Client executing transactions and/or jobs in the Patch Cadence Environment. Testing for the Patch Cadence is available for two (2) weeks prior to the Patches moving to subsequent environments.

3.6.2.4. Provide business intelligence (e.g., queries and reports) reporting analysis and end user support such as training and supporting the end users on how to develop efficient and accurate custom ad-hoc queries/reports and appropriate times and methods to execute them.

3.6.3. CGI Responsibilities during Ongoing Phase

Provide at least thirty (30) days' notice in the event maintenance may impact Client connections to the Cloud Application, except in the case of emergency maintenance.

3.6.4. Client Responsibilities during Ongoing Phase

No additional responsibilities.

3.7. Operations Management

3.7.1. CGI Responsibilities during Pre-Go-Live Phase

3.7.1.1. Provide the Processing Schedule template, and assist Client with completion for the Pre-Go-Live Phase and the first year of production operations beyond the Go-Live Date. Update the Operational Framework with the Processing Schedule.

3.7.1.2. Install the Cloud Applications batch framework for the production environment.

3.7.1.2.1. Define and establish interface, reporting, and batch job controls per the Processing Schedule. This includes the Client-provided timing,

dependencies, and expected outcome of each interface, report and batch job within each schedule element.

3.7.1.2.2. Using information provided by the Client, define input/access/distribution requirements for interfaces, reports, and batch job outputs. This includes transmission of data exclusively through secure electronic means directly to and from Client staff or designated third party interfacing entities. It also includes providing a mechanism to schedule Client reports and outputs, making them available electronically to authorized users as required by the Processing Schedule.

3.7.1.2.3. Develop and/or modify scripts to appropriately process interface files from/to the client designated location to/from the Cloud Application(s).

3.7.1.3. Support testing to validate the operations services are working as expected. This includes testing CGI's responsibilities for interface files, forms, reports, and CGI Advantage® Updates as needed.

3.7.1.4. Deliver production data to non-production environment(s) per the Processing Schedule. During the Ongoing Phase (i.e. once live), this service generally is expected to occur infrequently (i.e., not more than once (1) per month unless required to address a Critical/Serious Issue).

3.7.1.5. For at least thirty (30) days prior to Go-Live, perform production batch operations to support testing activities to verify expected operational outcomes to the Client; results deviating from mutually agreed business requirements will be addressed as part of this testing process.

3.7.1.6. Report any Incidents with interface, report or batch job configuration and/or processing to the appropriate Client contact(s) for resolution.

3.7.2. Client Responsibilities during Pre-Go-Live Phase

3.7.2.1. Provide documentation for:

3.7.2.1.1. All interface files including file locations, anticipated size, format, and frequency.

3.7.2.1.2. User access for the exchange of interface files via the designated secure transmission mechanism. Additionally, as necessary, establish means to distinguish and support the handling of interface files (e.g., production vs. non-production).

3.7.2.1.3. Technical specifications required to establish connectivity to Client-provided secure transmission mechanism.

3.7.2.1.4. Interface and reporting operational requirements and Processing Schedule. Requirements include the timing, dependencies, and expected outcome of each interface and reporting job within each of the batch schedules.

3.7.2.2. Establish, configure, manage and maintain Client integrations (i.e., through CGI Advantage® Connect).

3.7.2.3. Establish the Processing Schedule per the Project Schedule, using CGI's template and assistance as needed, to identify requirements for Cloud Application(s) business operations events.

3.7.2.4. Provide support for testing and remediation of Issues or Incidents related to interface files or connectivity. Conduct system, integration, and full production-volume performance testing on all interfaces, reports and forms in non-production environments prior to migrating into the production environment. Testing and remediation responsibilities include, but are not limited to, resolving Incidents where the file is not in the expected location or format, the file is incomplete, access is unsuccessful, or interface software is not performing as expected.

3.7.2.5. Coordinate the timely availability of data within a mutually agreed timeframe and format through secure transmission mechanism directly from Client's facility or third party facility in advance of the expected job schedule to ensure on time processing. All data files will be delivered to predetermined location and contain the appropriate content with confirmed data integrity.

3.7.2.6. Develop and/or modify Client scripts to appropriately process interface files to/from the Client secure transmission mechanism.

3.7.2.7. Notify and coordinate with CGI any required mutually agreed scheduling changes no later than four (4) hours prior to the start of the item being scheduled (e.g., prior to the start of the batch processing schedule in which a job timing is being modified).

3.7.2.8. Provide for report scheduling, distribution and output handling as well as Issue resolution for Client-specific reports.

3.7.2.9. Provide timely validation of the application output associated with application configuration, use, and functional application management (i.e. outside of CGI's purview).

3.7.2.10. Provide at least sixty (60) days advance notice, unless a shorter timeframe is mutually agreed to be the parties, of any anticipated increase in processing volumes over twenty percent (20%) outside of gradual and agreed upon

growth projections, as outlined in the Order (CGI Advantage® Cloud Usage Levels, Storage, and Network Capacity).

3.7.3. CGI Responsibilities during Ongoing Phase

3.7.3.1. Update the Operational Framework with the updated Processing Schedule annually.

3.7.3.2. Perform batch operations, delivery of production data to non-production environment(s), and Scheduled Maintenance per the Processing Schedule.

3.7.3.3. Perform updates to processing scripts and backups for the Cloud Application(s) production environment as CGI determines to be necessary.

3.7.4. Client Responsibilities during Ongoing Phase

3.7.4.1. Provide the updated Processing Schedule annually for each year in Agreement term no later than ninety (90) calendar days preceding the beginning of the applicable year.

3.8. Disaster Recovery

3.8.1. CGI Responsibilities during Pre-Go-Live Phase

3.8.1.1. Create a Disaster Recovery guide for the Client participation in the CGI Disaster Recovery program for the production Cloud Applications. The guide documents the date and times for the Disaster Recovery exercise components, the access information and links to the Disaster Recovery site once it becomes available for the exercise, and testing limitations surrounding the exercise. Similar information is provided in the event of a Disaster.

3.8.1.2. Disaster Recovery planning activities are based on a maximum:

3.8.1.2.1. Recovery Point Objective ("**RPO**") of one (1) hour; and,

3.8.1.2.2. Recovery Time Objective ("**RTO**") of twelve (12) hours.

3.8.1.3. Perform the planning, configuration, and Pre-Go-Live activities as required and provide and establish a production Disaster Recovery environment at the Disaster Recovery Hosting Facility. Disaster Recovery services pertain only to the Client's production Cloud Application(s) (i.e., no non-production environments and not related to Client facilities). This Disaster Recovery environment does not become an active failover solution until the Go-Live Date.

3.8.2. Client Responsibilities during Pre-Go-Live Phase

No additional responsibilities.

3.8.3. CGI Responsibilities during Ongoing Phase

3.8.3.1. In the event of a Disaster, restore the production Cloud Application environments, databases, and network connectivity in accordance with targets in Section 3.8.1.2 to the Disaster Recovery Hosting Facility.

3.8.3.2. As part of the CGI Disaster Recovery program, perform one (1) scheduled Disaster Recovery test per year with a Client Disaster Recovery testing window of four (4) hours per test. CGI leads this test with some specific activities assigned to the Client in the Disaster Recovery guide. The test simulates the recovery of the production Cloud Application environments and databases but will leverage a separate access mechanism rather than interrupt production network access. Disaster Recovery test responsibilities include:

3.8.3.2.1. Coordinate Client user access to the Disaster Recovery test environment;

3.8.3.2.2. Identify, document, and address Incidents discovered during a Disaster Recovery test; and

3.8.3.2.3. Provide a Disaster Recovery test results report to the Client.

3.8.4. Client Responsibilities during Ongoing Phase

3.8.4.1. Review and adhere to the information provided in the CGI provided Disaster Recovery guide, including limitations around test opportunities.

3.8.4.2. Create and maintain a Disaster Recovery test plan, specifically to document elements that Client will test.

3.8.4.3. Participate in the Disaster Recovery test and execute activities assigned to the Client.

3.8.4.4. Plan for any loss of the Client's facilities and/or connectivity required for end-user locations across the Client's WAN.

3.9. Production Cutover

3.9.1. CGI Responsibilities during Pre-Go-Live Phase

3.9.1.1. Provide Written Deliverable No. 4 –Technical Readiness Checklist – and Written Deliverable No. 5 –Technical Cutover Plan.

3.9.1.2. With input from the Client, identify mutually agreed transmission methodology and format for each cutover data source and create checklists, unload steps, and verification procedures as part of the Technical Cutover Plan.

3.9.1.3. Provide input into go/no-go decision and jointly perform production cutover with Client according to the Technical Cutover Plan.

3.9.1.4. Populate non-production environment(s) with production data after Go-Live Date.

3.9.2. Client Responsibilities during Pre-Go-Live Phase

3.9.2.1. Deliver end user training, including but not limited to, training new or existing users, training about additional functionality from CGI Advantage® Updates, maintaining and updating training materials and training environment data as needed.

3.9.2.2. Coordinate with CGI to provide the requested information to define the Technical Cutover Plan and Technical Readiness Checklist Deliverables.

3.9.2.3. Participate in the execution of the Technical Cutover Plan and Technical Readiness Checklist.

3.9.3. CGI Responsibilities during Ongoing Phase

Not applicable.

3.9.4. Client Responsibilities during Ongoing Phase

Not applicable.

3.10. Update Services – Feature Set Updates

Unless otherwise specified in the Order, this Cloud Support Service will commence at Go-Live. The specific Feature Set to be used for each Update will be dependent on the available Feature Sets in effect when the applicable Update commences. Certain CGI and Client responsibilities from Sections 3.1 through 3.9 will apply to the Update Services in addition to those specified in this Section.

3.10.1. CGI Responsibilities during Updates

3.10.1.1. Perform the update to the Update Cadence Environment.

3.10.1.2. Update Written Deliverables, including the Operational Framework with any updated Processing Schedule elements, as necessary during, or at the conclusion of, the Update.

3.10.1.3. Update the existing Disaster Recovery guide, if needed. During Updates, the existing Disaster Recovery environment remains viable for the existing production environment until the Update Go-Live Date at which point it becomes viable for the newly updated production environment.

3.10.1.4. Update the remaining non-production and production environments per the Production Cutover Plan.

3.10.1.5. Decommission existing environments/data thirty (30) days after the Update Go-Live Date, as needed.

3.10.2. Client Responsibilities during Updates

3.10.2.1. Coordinate with third parties, such as financial institutions, and CGI to prevent comingling of existing production and non-production data, integrations or interface files with the Update environment(s).

3.10.2.2. Within sixty (60) days, or as otherwise mutually agreed to by the parties in writing, of Update deployment to Update Cadence Environment, perform testing, validation and training as needed.

3.10.2.3. Provide updates to the Processing Schedule, if needed.

Schedule D – CGI Advantage® Cloud Warranty Program

RESERVED. CGI Advantage® Cloud Warranties are addressed in Attachment A.

Schedule E – CGI Advantage® Cloud Security Program

This Schedule E specifies the terms and conditions applicable to the handling of Client Data associated with the CGI System, the security services and features used to maintain the CGI System security and Client Data privacy, and the division of responsibilities between the Parties for security services.

1. Additional Confidentiality Obligations Regarding Client Data

In addition to the confidentiality obligations set forth in Section 20 of Attachment A, the parties agree to the confidentiality obligations in this Section 1.

1.1. Disclosure of Client Data to Third Parties

CGI obligations specified in this Subsection apply to CGI Affiliates, personnel, subcontractors, and suppliers, and CGI shall remain responsible for their compliance. Upon receipt of any request for Client Data from a third party, including law enforcement authorities, CGI will promptly notify Client unless prohibited by law. CGI will reject the request unless required by law to comply. If the request is valid, CGI will attempt to redirect the third party to request the data directly from Client. If CGI is compelled by a law enforcement authority or other governmental entity to disclose Client Data, CGI will promptly notify Client and provide a copy of the demand unless legally prohibited from doing so. CGI will not provide to any third party:

1.1.1. Direct, indirect, blanket or unfettered access to Client Data;

1.1.2. Platform encryption keys used to secure Client Data or the ability to break such encryption; or

1.1.3. Access to Client Data if CGI is aware that the applicable Client Data is to be used for purposes other than those stated in the third party's request.

In support of CGI's obligations under Subsection 1.4, CGI may provide Client's basic contact information to the third party.

1.2. Data Breach Notification

CGI's fulfillment of its obligation to report or respond to a Data Breach under Section 21 of Attachment A is not an acknowledgement by CGI of any fault or liability with respect to the Data Breach. Client must notify CGI promptly about known Data Breaches, such as misuse of its accounts or authentication credentials or any security threats related to the Services or CGI System.

1.3. CGI-Prescribed Client Data Security Measures

As part of CGI's security measures, CGI may assign to Client one or more user or identification codes (e.g. usernames) and associated passwords that will enable Client and its Authorized Users to access the Cloud Application(s). Client agrees to maintain the security of said codes and passwords and agrees to require their proper use by its Authorized Users. Client will require that each Authorized User will define and maintain a secure password for use of the Cloud Application(s), which will be kept strictly confidential by the applicable Authorized User. Client agrees to comply, and to require that its

Authorized Users comply, with CGI rules of operation and security procedures for access to and use of the CGI System. Client agrees that neither it nor its Authorized Users or other employees or agents will attempt to gain or allow unauthorized access to the CGI System and that, if such access is obtained, Client will promptly notify the appropriate CGI point of contact identified in Schedule C via secure means, cease all unauthorized access, return all CGI, third party, or CGI customer information obtained as a result of such unauthorized access, and safeguard any CGI, third party, or CGI customer information obtained as a result of unauthorized access to CGI Confidential Information. Client will be responsible for the actions of its Authorized Users and other Client employees and agents in connection with their access to and use or misuse of the CGI System.

1.4. Security Access

1.4.1. Cloud Application(s) Authorized User access will be managed by Client. CGI System user access will be managed by, and for the exclusive use of, CGI. Neither will be integrated into any Client Active Directory mechanism (e.g., LDAP, SAML).

1.4.2. In case of any Data Breach, CGI will have the right in its sole discretion to suspend any Cloud Services it deems necessary to prevent any harm to Client, CGI, or CGI customers and their respective businesses. CGI will promptly provide notice to Client of any such suspension (in advance, if possible), as well as a remediation plan for the Data Breach. CGI will continue to provide updates to such plan during the suspension period.

2. Security Services and the Parties' Associated Responsibilities

This Section specifies the security services required to support the Cloud Services and the party responsible for those Services.

2.1. CGI Responsibilities for Security Services

2.1.1. Provide a secure Solution Hosting Facility and Disaster Recovery Hosting Facility for the CGI System. The Solution Hosting Facility will maintain compliance or certification with several federal and business standards, including ISO9001, ISO27001, ISO22301, and SSAE No. 18 SOC 1 Type II or their equivalent successors.

2.1.2. Design, procure/provide, and/or build the applicable security controls and services required by the NIST 800-53 Moderate baseline prior to commencing operations. These security services such as vulnerability management, identity and access management, malware protection, encryption of sensitive information, continuous security monitoring, and user access necessary for CGI to manage, and maintain the CGI System.

2.1.3. As part of each Cloud Application(s) environment's readiness availability per the Project Schedule, implement security services specified in Subparagraph 2.1.2.

2.1.4. Identify and define required unique technical environment user groupings and their included user list as well as their relationship to each environment and servers therein. This includes all types of technical environment access (i.e., integrated system access). Perform validation of access as described above.

2.2. Client Responsibilities for Security Services

2.2.1. Define, perform and manage the following Cloud Application(s) user security and configuration: FINET/Advantage application setup/configuration around user security and document workflow, managing State's secure FTP / file transfer mechanism, and maintaining the State Wide Area Network (WAN) to CGI's Multi-protocol Label Switching (MPLS) circuit to the Phoenix Data Center, and other responsibilities as mutually agreed to in an Annual Planning Document.

Schedule F – CGI Advantage® Cloud Solution Service Level Agreement

This Schedule F specifies the terms and conditions applicable to the CGI Advantage® Cloud Solution Service Level Agreements provided to the Client.

1. Service Level Management

1.1. Measurement and Calculation of Service

CGI is responsible for measuring Service Levels and calculating appropriate Service Credits in accordance with this Section. CGI will utilize its then-current measurement and monitoring tools and procedures to track and report CGI performance in delivering the CGI Advantage® Cloud Solution relative to the applicable Service Levels and will produce a CGI-defined monthly report.

1.2. Monthly Service Level Reports

CGI will provide monthly Service Level reports setting forth, for each item subject to Service Levels, the actual measured level of performance and resulting monthly Service Credits, if any. Delivery of the report will be no later than the fifteenth (15^{th}) calendar day of the month following the reporting period.

2. Service Level Determinations

2.1. Calculation of Service Credits

Client will be entitled to the applicable Service Credit(s) if CGI performance falls below applicable Service Level(s). CGI calculates the applicable Service Credit as specified in this Section, and the Service Credit is subject to the terms and conditions of the Agreement. CGI accrues and applies Service Credits to the next issued Cloud Services invoice. If any Service Credits are owed based on performance during the final year of the Contract, CGI will refund the appropriate Service Credits calculated in accordance with this Section.

2.2. Cloud Application Availability Percentage

2.2.1. Cloud Application Availability Calculation

2.2.1.1. Calculation Formula

CGI calculates the Availability Percentage for each applicable Cloud Application for each month according to the following formula:

[(X – Y) / X] x 100 = Cloud Application Availability Percentage

Where –

X = planned minutes within the Hours of Availability for the applicable Cloud Application in the month

Y = minutes that the applicable Cloud Application was not available

For purposes of the calculation of Cloud Application Availability Percentage, the variable Y excludes Issues and Incidents not attributable to CGI or its Subcontractors, Scheduled Maintenance and/or causes beyond CGI's reasonable control.

2.2.1.2. Example Calculation

As an example, CGI calculates the Cloud Application availability for CGI Advantage® Financial Management in a month with twenty-six (26) days with Hours of Availability during which CGI Advantage® Financial Management was unavailable for three (3) hours as follows:

[(X – Y) / X] x 100

[(18,720 minutes/month – 180 minutes/month) / 18,720] x 100 = 99.04%

Where –

X = 26 days x 12 hours/day x 60 minutes/hour = 18,720 minutes/month

Y = 3 hours/months x 60 minutes/hour = 180 minutes/month

2.2.2. Issue Severity Designations and Applicability

2.2.2.1. With initial input from Client regarding business impact, CGI designates Issue Severity. In making Issue Severity designations, CGI considers the definitions of the Issue Severity, possible workarounds, and the impact of the applicable Issue on Solution functionality.

2.2.2.2. Where Client disagrees with CGI designation of Issue Severity for an Issue, Client will provide further written business justification to CGI to allow CGI to re-evaluate the Issue Severity designation. In the event the parties cannot agree on an Issue Severity designation, Client may formally escalate the disagreement through the communication protocols documented in the Operational Framework.

2.2.2.3. For Critical Issue(s), CGI will escalate the issue if not resolved within one (1) hour, and such Critical Issue worked until resolved by CGI. For Serious Issue(s), Client may request escalation if not resolved within four (4) hours, and such Serious Issue worked until resolved by CGI.

3. Service Levels

This Section specifies the Solution items that are subject to the Service Level Agreement and the applicable Service Levels. In addition, this Section addresses the Service Credits that apply to missed Service Levels. The monthly Service Credit specified below for each Service Item will be escalated as follows:

In the event the same Service Level is missed in two (2) consecutive months, the applicable Service Credit for the second such month will be doubled. In the event the same Service Level is missed in three (3) or more consecutive months, the applicable Service Credit for the third such month and subsequent months will be tripled. Once CGI has achieved the applicable Service Level target, the Service Credit resets to the Base Service Credit outlined in the table below unless and until the occurrence of a consecutive miss.

In no event will Client be entitled to assess Service Credits in any given month totaling more than ten percent (10%) of one-twelfth (1/12) of annual Cloud Services Fees for the applicable contract year.

Service Item	Service Level	Base Service Credit (% of Monthly Fee)
Cloud Application Availability	99.5%	3%
Critical Issue Response	CGI acknowledgement of receipt within 15 minutes	2%
Serious Issue Response	CGI acknowledgement of receipt within 30 minutes	2%
Transaction Response Times	Percentage of applicable system transactions processed in <2 sec: 90% <3 sec: 95% <4 sec: 98% <5 sec: 99%	3%

4. Service Level Agreement Applicability

The parties will apply Service Levels in accordance with this Section.

4.1. Commencement of Service Level Measurement and Reporting

Measurement and reporting of Service Levels without assessment of Service Level Credits begins on the Go-Live Date. Assessment of Service Level Credits takes effect beginning on the first day of the first full month beginning ninety (90) calendar days after the Go-Live Date.

4.2. Application of Service Levels to Production Environments and Use

The Service Levels apply only to the production environment and production use of the applicable Solution items for which CGI is solely responsible.

4.3. Exception to Application Response Time Target

Due to the potential variability in report complexity, the proposed Application Transaction Response Times exclude ad-hoc queries and Client specific report response times.

4.4. Incident Triggering Multiple Service Levels

Where a single Issue or Incident triggers more than one Service Level, only the Service item with the highest Service Credit will apply and result in assessment of a Service Credit.

4.5. Inapplicability of Service Levels and Service Credits

Service Levels and Service Credits do not apply:

4.5.1. In any case when they have been suspended pursuant to Section 4.5;

4.5.2. To Disaster Recovery testing activities; or

4.5.3. In any case where CGI's failure to meet a Service Level results directly or indirectly from:

4.5.3.1. User behavior in the use of these Cloud Applications exceeding the practical limits of the Cloud Application or CGI System, as documented in the Order (CGI Advantage® Cloud Usage Levels, Storage, and Network Capacity); or

4.5.3.2. Client or Client's other contractors failing to perform Client's responsibilities under the Agreement; or

4.5.3.3. Any other conditions or events beyond CGI's reasonable control.

4.6. Suspension of Service Levels and Service Credits

Service Levels and Service Credits will be suspended:

4.6.1. For thirty (30) calendar days after the Go-Live Date of an Update other than Patches;

4.6.2. If CGI is delayed in addressing an Incident because CGI is waiting for Client to provide additional information, measurement of CGI's non-conformance with the applicable Service Level(s) until Client provides the required information;

4.6.3. During any Force Majeure Event; and

4.6.4. During any period in which the Solution is operating in Disaster Recovery.

4.7. Measurement of CGI Nonconformance with Service Levels

Once CGI makes a correction available to resolve an Issue or Incident impacting one or more Service Levels, measurement of CGI's non-conformance with the applicable Service Level(s) will end, regardless of when Client approves and proceeds to apply the correction. If, upon application of the correction, the Issue or Incident is not resolved, measurement of CGI non-conformance with the applicable Service Level(s) will resume upon CGI's receipt of written notification from Client and CGI confirmation of the failed resolution, provided that Client notification of failed resolution is received by CGI no later than the close of the Business Day following delivery of the applicable correction by CGI. Otherwise, the Issue or

Incident underlying Client's failed resolution notice will be treated as a new Issue or Incident for purposes of applying Service Levels.

Schedule G – CGI Advantage® CGI Consulting Services Terms

This Schedule G specifies the terms and conditions applicable to the CGI Consulting Services (i.e., implementation or post-project consulting/ ongoing project activities) needs of the Client. Client and CGI will jointly manage these services or ongoing project activities under the Agreement though the Annual Planning Process described below.

1. Annual Planning Process

1.1. Overview.

Client and CGI will jointly manage ongoing project activities under the Agreement through the Annual Planning Process described in this Section 1 and Section 2. At the start of the term of the Agreement, the Client Project Manager and CGI's Project Manager will jointly develop a high-level list of mutually agreed near-term objectives ("**Objectives Vision**") for the current/upcoming fiscal year and create a set of outcomes, activities, and tasks ("**Backlog**") that they agree to be generally within the scope of the Agreement. The Backlog represents a continuously updated inventory of Client prioritized desired outcomes, activities/tasks and deliverables that may include a large number of Backlog items. The Annual Planning Process is used to narrow the Backlog to a smaller subset of items for possible inclusion in a scope of work defined in the Annual Planning Document ("**APD**") and may include, by way of example: CGI Consulting Services to assist the Client in configuring and implementing new features.

The Backlog and Objectives Vision will be updated iteratively by the Client and collaboratively assisted by CGI using the Annual Planning Process through the term of the Agreement. After the start of the Agreement and the establishment of the initial APD, the Client and CGI Project Managers will collaboratively update the Objectives Vision for future Annual Planning Periods, aligned with the Client's fiscal year budgeting period and its planned priorities. In subsequent Annual Planning Periods, the Planning Process will include a 2-3 years forward looking view, supported by a commensurate Backlog, to provide the Client with a continuously updated strategic outlook to aid in the Planning Process. The Backlog is evaluated and revised as part of the Annual Planning Process with candidate outcomes, activities and deliverables continually prioritized.

1.2. Annual Planning Period.

During the term of the Agreement, the Annual Planning Period (or "**Program Period**") aligns with the Client's fiscal year beginning July 1 and ending June 30. The annual planning process will commence no later than the August prior to the start of the upcoming Program Period and will be completed by May prior to that upcoming Program Period, based on the Client's then-current Backlog and Objectives Vision. This period of time for the annual planning process is referred to as the "**Planning Period**."

During the Planning Period, the Client determines the prioritization of the Backlog and identifies the Objectives Vision for the upcoming Program Period after collaborative review sessions that may include other participants; e.g., key Client stakeholders and CGI. CGI will analyze Client highest prioritized items from the updated Backlog to identify the subset of the top priority items and the scope of CGI Consulting Services required to implement those items within the Fixed Capacity defined in Section 5 of

the Order. This subset of Backlog items represents potential candidates to be implemented in the upcoming Program Period. Through continued planning sessions, this subset of Backlog items will be evaluated, and the list further refined, resulting in a final list of Backlog items to be implemented in the upcoming Program Period. This final set of Backlog items, referred to as the "**APD Backlog**" or "**Program Backlog**", will be documented in the APD.

At the end of the Planning Period, Client and CGI will finalize an approved and mutually agreed upon APD that identifies the Program Backlog and the associated scope of tasks/activities to be accomplished by both parties during the upcoming Program Period.

1.3. Annual Planning Procedure.

Planning for the upcoming Program Period (i.e., Client's next fiscal year), can occur at any time during the current Program Period but will begin no later than August of the current Program Period and be completed by May of the current Program Period. The planning consists of iterative and collaborative planning sessions with the Client and CGI and will consider the following planning factors at a minimum:

- **Objectives Vision** — identifying the overall objectives of the upcoming Program Period that define the Client's priorities and the scope of services;
- **Current Backlog** — reviewing and prioritizing the Client's current inventory of desired outcomes, activities, and tasks to align with Client priorities that consider the Objectives Vision, Three-Year Strategic View;
- **Three (3) Year Strategic View** — updating and aligning the Backlog and its prioritization to the Client's 3-year strategic view;
- **New Initiatives** — identifying and incorporating new Client initiatives into the Backlogfor consideration in the Annual Planning;
- **Upcoming Feature Set(s)** — reviewing Feature Sets (a set of new features and capabilities) that will be available for the upcoming Period for those CGI Advantage components that are in scope;
- **Fixed Capacity** — selecting prioritized Backlog items that align with the other factors such that it does not exceed the standard Fixed Capacity defined in Section 5 of the Order. The Fixed Capacity, defined as an Annual Fee, is used as a guide to assist in the APD planning process. The set of Client prioritized Program Backlog items should not exceed the Fixed Capacity for CGI Consulting Services. However, at Client's discretion, Client can decide to use more or less than the standard Fixed Capacity. For example, prior to the end of the Planning Period, Client can decide to decrease the amount of Fixed Capacity used, including down to an amount of zero (0), for the upcoming Program Period due to budgetary constraints, for example, and/or other Client factors. Client can also increase the Fixed Capacity to leverage more CGI Consulting Services to accelerate the adoption of major new features, for example.
- **The Backlog** – is the primary repository of accumulated candidates of outcomes, activities, and tasks that will be used to identify a subset of items that will be implemented in the upcoming

Program Period. The Backlog, at a minimum, will identify the following attributes for each Backlog item:

- **Prioritization** — relative priority as defined by the Client for each item in the Backlog;
- **Accomplishment** — a brief description of the outcome, activity, or task;
- **Benefits** — a brief description of the expected benefits to the Client if the Backlog item was implemented;
- **Complexity** — the designation of the relative order of magnitude ("**ROM**") of implementation complexity that may assist in the assessment and prioritization of the Backlog item by comparing the complexity level against other Backlog items; the ROM scale will be defined from one (1) through five (5) where 1 represents the lowest degree of complexity and 5 represents the highest degree of complexity, unless otherwise specified in the current APD and Project Management Plan ("**PMP**"). The determination of the ROM implementation complexity level is a collaborative effort between Client and CGI. A Backlog item's implementation complexity level may be influenced by Client factors (e.g., varying severity of potential organizational change impact from the implementation of the Backlog item) and CGI factors (e.g., a Backlog item is a product enhancement requiring software change to CGI Advantage).

During the planning sessions at the start of the Planning Period, the Client will update and prioritize the Backlog, informed by the planning factors, with support from CGI. Using the updated Backlog, CGI will develop a proposed scope of CGI Consulting Services to implement the highest prioritized items that will be included in the proposed Program Backlog based on the total estimated level of effort ("**LOE**") that aligns with the Fixed Capacity defined in Section 5 of the Order. CGI will also identify high-level client involvement that will be required to implement these Backlog items.

The subsequent iterative and collaborative planning sessions will review and assess the benefits of these highest priority Backlog items, scope of services, stakeholder input and other considerations to refine/confirm the Backlog items to finalize the Program Backlog to be included in the APD for the upcoming Program Period that still aligns with the Fixed Capacity. Further iterative refinements during these planning sessions may include updating Backlog items (e.g., subdividing a Backlog item into multiple items) and reprioritizing Backlog items. Refinements can also include an increase or decrease to the agreed upon Fixed Capacity for the upcoming Program Period with the agreement documented in the APD. For example, during the Planning Period, Client might increase the usage of the standard Fixed Capacity, defined in Section 5 of the Order, for the upcoming Program Period. Client can also decrease the usage of the standard Fixed Capacity, for example, to reflect new budget constraints. Changes to the standard Fixed Capacity would be documented in the APD prior to the end of the Planning Period. Changes to the Fixed Capacity during the Program Period would require a submission of a change request (also referred to as change order) through the change request process documented in the PMP. Increases to the Fixed Capacity through the change request process are considered requests for **Additional Capacity** and will use the CGI Consulting Services Additional Capacity rates defined in Section 5 of the Order.

Participants of the planning sessions at a minimum include key Client stakeholders that are identified by the Client where their participation contributes to the finalization and approval of the APD for the upcoming Period. These key Client stakeholders, also referred to as "**Business Owners**" or "**Product Owners**", are empowered to make timely decisions that result in a finalized and approved APD for the upcoming Program Period by May of the current Program Period.

Planning sessions may be less frequent at the beginning of the Planning Period but should not be less frequent than monthly. However, more frequent meetings may be needed in August in order to meet the Client's deadlines for submitting budget increase requests to the Governor's Office for the upcoming Program Period. During the last three months of the Planning Period, planning sessions should follow a minimum of a bi-weekly cadence with a higher frequency towards the end of this Planning Period, unless mutually agreed during the planning process.

Finalization of the Program Backlog to be included in the APD for the upcoming Program Period must occur by April of the current Program Period in order to result in a finalized APD by May. The APD follows the guidelines provided in the attached APD template and further defined in Section 4 of this Schedule. At a minimum, the APD documents:

- Objectives Vision
- Scope of services
- Program Backlog
- Schedule and major activities
- Performance Milestones
- Written deliverables and work products
- Roles and responsibilities in the form of RASCI charts (Responsible, Accountable, Supporting, Consulted, Informed charts) for each major activity.

The APD may also identify mutually agreed changes to the Fixed Capacity and related payment schedule, if applicable, for the Program Period. A finalized APD may be amended during the Program Period using the change request process defined in the PMP with requests for increases to CGI Consulting Services leveraging the Additional Capacity rates defined in Section 5 of the Order.

The finalized APD will inform the experience and skillset required of the consolidated Client and CGI team for the upcoming Program Period through the documented Activities and RASCI. Client and CGI are respectively responsible for providing the team members with the required experience and skills to implement the APD scope. The experience levels and skillsets of the CGI team members required to accomplish the APD scope will impact the usage of the standard Fixed Capacity defined in Section 5 of the Order. For example, highly experienced CGI team members with specialized skills (e.g., senior solution architect) will utilize a greater amount of the Fixed Capacity than team members with less experience and/or less specialized skillsets (e.g., business analyst/tester).

2. Scope of Work

2.1. Governance Principles.

The implementation of the APD and its Program Backlog for the Program Period will follow the process and procedures defined in the PMP. The PMP is the first written deliverable in the initial APD of this agreement and will define the project management processes and procedures for the first Program Period and all subsequent Program Periods during the term of this agreement unless amended in future APDs. At a minimum, the PMP defines the processes and procedures for:

- Schedule Management — e.g., project schedule updates
- Implementation Methodology — i.e., Iterative (Agile) approach
- Scope Management — e.g., Program Backlog management and change request process
- Communication Plan — e.g., Project rosters, standard distribution lists, and standard meetings
- Human Resources Plan — e.g., organization structures and remote work
- Document Management & General Standards — e.g., Document guidelines, standard tools, metrics
- Issue Management — i.e., processes for tracking issues and resolutions
- Risk Management — i.e., processes for managing risks and mitigations against those risks
- Quality Management — e.g., review and approval process for written deliverables

Unless otherwise specified in the PMP, the implementation of the APD will follow Agile and other modern principles that include:

- Iterative build/implementation using a two (2) week iterations (referred to as “Iterations” or “Sprints”) where traditional implementation life cycle activities of requirements validation, test definition and execution (including system test and user acceptance testing (UAT), design/configuration, and applicable documentation
- Iterations with the minimum cadence of activities that include:
    - Iteration planning that defines the APD Backlog items to be worked on during the Iteration and requires agreement from both Client and CGI members and is aligned toward meeting upcoming Performance Milestones
    - Daily standup meetings that briefly discuss current issues that impede the progress of the team members
    - End of Iteration demonstration that can be in the form of an online system demo and/or walkthrough of identified written deliverables and work products appropriate for the Iteration; e.g., confirmation of UAT completion based on acceptance criteria

  - Retrospective at the end of an Iteration by the team, including Business Owners/Product Owners to solicit feedback for improvement and re-planning, if necessary

- Use of Business Owners/Product Owners that are available during an Iteration to assist the team with immediate decisions; these Owners are key Client stakeholders that can include central and departmental stakeholders whose timely decisions are necessary to adhere to the project schedule and completion of Program Backlog items identified for a given Iteration
- Use of a scrum master — similar to traditional project managers; e.g., facilitate addressing issues and risks that impede the progress of the project/program
- Assignment of a joint collaborative team that consists of dedicated Client and CGI members and non-dedicated members to the completion of the APD scope

2.2. APD Management Guidance.

Progress of the APD implementation will be through Agile principles defined in the previous section and further defined in the PMP. Unless otherwise amended through the PMP and APD, progress is monitored and assessed, at a minimum, through:

- Daily stand up meetings focused on issues and risk mitigation
- Weekly member status reporting
- Weekly updated project/program schedule (minimum)
- Assessment of demonstrations within an Iteration
- Retrospective of each Iteration
- Monthly status reporting
- Assessment of Performance Milestones
- Quarterly status reporting
- Other governance controls that may include tracking of other key performance indicators (KPIs), if required, will be defined collaboratively by both Client and CGI, with CGI providing suggestions from its management framework leading practices

CGI is responsible for the agreed upon outcomes, as defined in the APD and the Program Backlog within the Fixed Capacity, as assessed by the Performance Milestones. A Performance Milestone is the completion of an agreed upon major event by a certain date; e.g., the establishment of a CGI Advantage non-production environment that is available to the project team by a specified date. If CGI has missed a Performance Milestone within a given quarter, considered a "**Program Increment** (or **PI**)", the Client can withhold a portion of the next quarterly payment, as defined in the Section 5 of the Order, until CGI has completed the Performance Milestone. At least one Performance Milestone per PI is identified during the APD planning process and/or during the creation of the project schedule, where the project schedule is the first Written Deliverable of an APD for a given Program Period. Performance Milestones

can be modified during a Program Period through mutual consent between Client and CGI and documented per PMP communication plan procedures.

If there are events outside of CGI's control (e.g., dependency on a Client responsible activity that is delayed, assumptions and specifications have changed from the original APD) that impact the timely completion of Program Backlog items that result in missing Performance Milestones, CGI will not be assessed for missing those milestones. However, Client and CGI will endeavor to collaboratively determine updates to the Schedule, Program Backlog, Performance Milestones, and other mitigation activities to maintain progress and performance within the Fixed Capacity.

2.3. Changes to the APD Program Backlog.

Changes to the Program Backlog documented in the APD require submission of a change requests through the change request process defined in the PMP. The change request process provides Client the ability to increase the Fixed Capacity (leveraging the Additional Capacity rates identified in Section 5 of the Order) for the Program Period to support changes to the Program Backlog and the resulting outcomes; e.g., Client originally desired the configuration and implementation of a major feature to support a single department but subsequently decides to expand the scope of work to include the implementation across multiple departments, resulting in the need to increase the Fixed Capacity using the CGI Consulting Services Additional Capacity rates.

During a Program Period, the change request process may not be required for Program Backlog changes under the following conditions:

- Using the PMP monitoring processes, if CGI is consistently shown to be ahead of schedule in its completion of current Program Backlog items and is forecasted to not utilize the full Fixed Capacity defined for the Program Period, Client and CGI may optionally agree to add additional item(s) to the Program Backlog to allow the full Fixed Capacity to be used. For this specific condition, the purpose of adding to the Program Backlog is to utilize unused Fixed Capacity resulting from CGI completing the planned Program Backlog items ahead of schedule for the Program Period. The added Program Backlog must not cause the Fixed Capacity to be exceeded or to impede the completion of the existing Program Backlog items.
- Client requests a new Backlog item to be added to the Program Backlog that replaces one or more existing Program Backlog items (e.g., due to changes in priorities) that is mutually agreed by Client and CGI not to increase the Fixed Capacity for the Program Period and not to cause a delay to the completion of the existing Program Backlog items per the agreed Program schedule and Performance Milestones.

3. Scope of Work

3.1. Planning.

The detailed scope of work and specification of Services for this Agreement must be planned and executed collaboratively and iteratively each year during the term of the Agreement through the Annual Planning Process described in Sections 1 and 2.

3.2. CGI and Client Responsibility.

CGI must provide the Services specified in the Annual Planning Document to upgrade and support the CGI Advantage® Applications as defined in that document. Client and CGI's collaboration pursuant to the Annual Planning Document must include tasks to be led by one party or executed jointly by both parties. For this purpose, "jointly" is defined as the Client and CGI each being primarily responsible for its own set of project tasks as mutually agreed and documented through the Annual Planning Process and as specified in the applicable Annual Planning Document.

3.3. Out of Scope.

For the avoidance of doubt, the following are not included in the scope of this Agreement. Addition of these items to scope will require, as applicable, a Change Order to the Agreement through the APD planning process or APD change request process to add items to scope or an amendment to the Agreement.

- New CGI Advantage Applications not currently specified in the Order;
- Upgrades of modules or subsystems not specifically agreed to in the Annual Planning Document;
- Any add-on work for new customizations not specified in the Order, APD or approved change request to an APD;
- Implementation of any new Bundled Application, or upgrade to an existing Bundled Application unless otherwise mutually agreed to and approved by the parties in an Annual Planning Document.

4. Content of the Annual Planning Document (APD)

4.1. Authorization of Annual Planning Document.

CGI Consulting Services will be authorized through issuance of an Annual Planning Document in a form substantially similar to the Annual Planning Document template attached herein. Each Annual Planning Document will:

4.1.1. Incorporate the terms and conditions of the Contract by reference;

4.1.2. Define applicable terms for which definitions are not included in Schedule H (Glossary).

4.1.3. Describe any changes to the services delivery (implementation) methodology identified in this Schedule or in the PMP, if applicable, to be applied in execution of the APD;

4.1.4. Describe specifically the scope of the project, including the CGI Consulting Services, Program Backlog, Written Deliverables and Performance Milestones, if any, to be provided under it;

4.1.5. Outline the overall project/program schedule including Performance Milestones dates to complete the implementation of the APD/Program Backlog;

4.1.6. Detail the parties' respective roles and responsibilities using RASCI charts for each major activity and defining Agile-specific roles to be taken by each party and the parties' express commitment to endorse and abide by agile principles in fulfilling their responsibilities with respect to the Program;

4.1.7. Specify changes to the compensation method, rates, and prices for the Program Period, if any, to the that defined in Section 5 of the Order;

4.1.8. Identify the Annual Planning Document Manager for each party.

5. Annual Planning Document (TEMPLATE)

Please refer to the very next page

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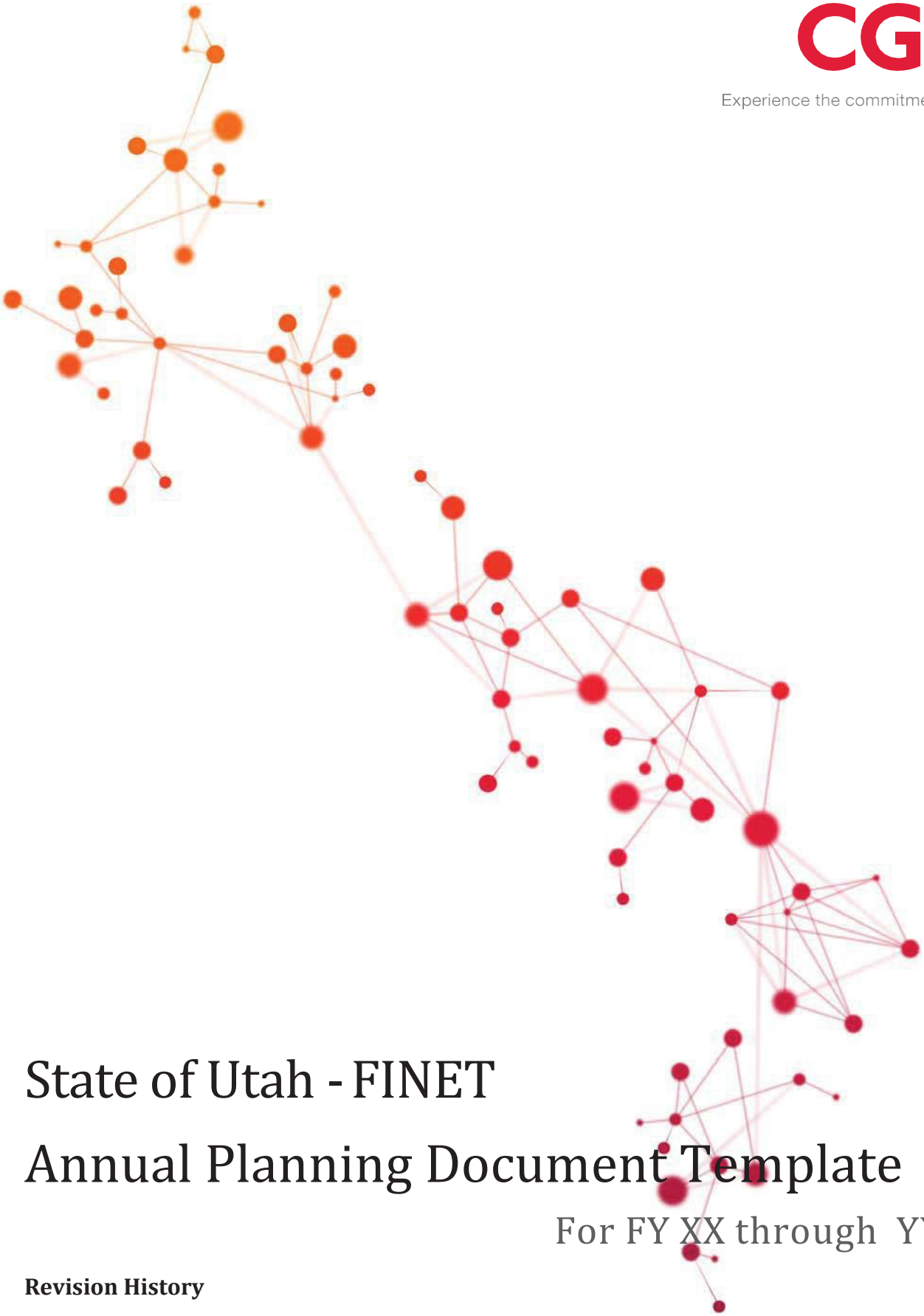

State of Utah - FINET

Annual Planning Document Template

For FY XX through YY

Revision History

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Version	Date	Author	Description
X.X. Draft X	MM-DD-CCYY		

Reviewers

Each reviewer acknowledges they have reviewed this document and are in agreement with its content as it relates to their role in the planned activities specific to the period for this planning cycle.

Name	Role	Signature	Date

Owner

The owner is responsible for the creation of this document and acknowledges that this document meets the applicable quality standards and is ready for final signoff.

Name	Role	Signature	Date

State of Utah Sign-Off

The Client representative acknowledges that this document accurately and completely fulfills the document objectives as noted in Section 1.1 (Document Objectives), except as noted and communicated to CGI in writing.

Name	Role	Signature	Date

CGI Sign-Off

The CGI representative acknowledges that the document meets all the applicable project standards and is accurately and completely fulfills the document objectives as noted in Section 1.1 (Document Objectives), except as noted and communicated to the State of Utah.

Name	Role	Signature	Date

1. Introduction

Insert executive summary overview of the entire document in this section.

<*The Annual Planning document forecasts the overall capacity and workload of the consulting services being provided to the State of Utah ("State") in support the FINET program. It is used to confirm the consulting services are provided in sufficient capacity to meet the mutually agreed workload volumes and business objectives, and align to State priorities for the outlined planning period. This confirmation is accomplished by presenting the plan for the capacity, outlining anticipated changes to business volumes and workload, forecasting the services capacity needed to meet those changes, identifying the influences those changes will have upon achievement of business objectives, and outlining capacity performance trends.*

This planning document presents a next year three to five-year outlook and provides the flexibility to plan ahead and make the necessary decisions on the strategies that will optimize the services so that they continue to meet the intended, mutually agreed business objectives, priorities, and information technology needs of the State of Utah. In no event with the ADP extent the term of the Contract beyond the expiration date.>

1.1. Document Objectives

To describe the overall capacity of the services, the anticipated workload changes, and the results of capacity forecasts, as well as the strategies that can be applied to optimize the services for their intended technology and business use within this program. This document is directly related to Contract No. [insert contract number] dated [insert month, day YYYY], between the State and CGI.

1.2. Overview

This Annual Planning Document (APD) is intended to support the overall planning of the consulting services related to the release updates and ongoing feature enablement for the CGI Advantage ERP solution. The purpose is to define the scope of activities for a specified time period (e.g., upcoming fiscal year). This plan will help State and CGI validate the planned capacity and justify any recommended changes to the capacity to support business needs.

This document consists of several sections that cover the following topics:

- **Current Plan**
    - **Goals** – Presents the goals associated with the next year's planned scope of work.
    - **Scope** – Presents the scope of solutions and services for the first or next fiscal year or time period needed for a project. Describes items from the backlog to be included in the scope.
    - **Schedule** – Presents the high-level schedule and milestones

- **Roles and Responsibilities** – Describes the roles and responsibilities
- **Organizational Structure** – Describes the organization to support the scope of services
- **Assumptions** – Describes the planning assumptions
- **Capacity Changes** – Describes any changes required to the capacity to support changes in the scope of services or assumptions.

- **Forecast**
  - **Forecast Plan** – Forecasts the plan for the capacity for the next year and next 3 to 5 years
  - **Anticipated Capacity Changes** – Describes any changes expected to the capacity for the next 3 to 5 years to adjust for anticipated business changes, as well as the associated risks and implications of the changes.

- **Projected Costs**
  - Describes the cost impacts of any proposed capacity changes

1.3. Review Process

<*This sub-section provides details surrounding the support and review of the Capacity plan. It should identify the timeframes, the activities, the plan owners, and the individuals who are responsible to validate and revise the plan contents. This review should align with budgetary planning cycles, or when major changes occur within the organization. It can also include specific details for the review of internal or external arrangements that may support some capacity aspects throughout service delivery.*>

2. Current Plan

<*this sub-section outlines what is in, and as applicable what is out, of scope related to the solution and services for the planning period*>

2.1. Goals

<*this sub-section describes the goals of the current plan year initiatives*>

2.2. Scope

<*this sub-section outlines what is in, and as applicable what is out, of scope related to the program solution and services*>

2.2.1. Objectives

<*this sub-section outlines the objectives, KPIs, and metrics to define and measure outcomes of the current plan*>

2.2.2. Backlog

<*As the approach evolves to a fixed capacity model this sub-section shall provide an itemized view of the backlog captured within the program repository. It is not meant to provide detail of the backlog elements*>

2.3. Schedule/Methodology

<*This sub-section describes the high-level schedule and key milestones for the designated planning period.*>

<*As the approach evolves to a fixed capacity model this sub-section shall describe the methodology(s) being utilized to manage the program in achievement of specific identified outcomes.*>

2.4. Roles and Responsibilities

<*This sub-section describes the roles and responsibilities of CGI and State resources.*>

2.5. Assumptions

< *This sub-section should describe the assumptions supporting the Current Plan*>

2.6. Support Services Payments

<*The support services payments, which shall not exceed the amounts specified in the Contract, are listed below*>

Time Period	Support Services
	$
	$
Total Support Services	**$**

3. Forecast

<*insert summary of the Forecast sub-section here. The summary captures the key salient points around the forecasted objectives, services, outcomes, and backlog for the specified period.*>

3.1. Next Year Plan

<*This sub-section provides a detailed view of the planned program initiatives for the year immediately following the Current Plan. This plan should outline timeframes and estimates to support budget requests and staffing plans.*>

3.1.1. Assumptions and Parameters

<*This sub-section elaborates at a summary level key assumptions and parameters for the forecast period. Note items where State relevancy or interdependencies are needed in order to have successful program outcomes.*>

3.1.2. Anticipated Capacity Changes

<*This sub-section identifies and elaborates the key areas of change between last planning period and the forecasted planning period. Relevancy to outcomes and rationale for the change is captured.*>

3.1.3. Projected Costs

<*This section should present a financial picture surrounding the costs and expenses associated with providing the projected capacity for the consulting services of the program, which shall not exceed the amounts specified in the Contract. It can be summarized by programs, sprints, service, group of services, or along technology lines (e.g. centralized, or distributed environments) in a way that is helpful for understanding relationship to the current contract as well as costs the State should plan for to support the forecasted planned period.*

Additionally, the information should identify the timing of projected expenditures (i.e. when one-time or on-going costs are expected), as well as additional costs that may result from the impacts of the changes to the annual plan ***for clarity, Contract cost shall not be increased except via Contract amendment***.>

3.1.4. State Resource Plan

<*This sub-section provides a table view of the State resource needs and expected roles as they align to planned program initiatives.*>

3.2. 3-5 Year Plan

<*This sub-section provides a detailed view of the planned program initiatives for the 3-5 year period following the Current Plan. This plan should outline timeframes and estimates to support budget requests (which shall not exceed the amounts specified in the Contract) and staffing plans.*>

3.2.1. Assumptions and Parameters

<*This sub-section elaborates at a summary level key assumptions and parameters for the forecast period. Note items where State relevancy or interdependencies are needed in order to have successful program outcomes.*>

3.2.2. Anticipated Capacity Changes

<*This sub-section identifies and elaborates the key areas of change between last planning period and the forecasted planning period. Relevancy to outcomes and rationale for the change is captured.*>

3.2.3. State Resource Plan

<*This sub-section provides a table view of the State resource needs and expected roles as they align to planned program initiatives.*>

3.2.4. Projected Costs

<*This section should present a financial picture surrounding the costs and expenses, which shall not exceed the amounts specified in the Contract, associated with providing the projected capacity for the consulting services of the program. It can be summarized by programs, sprints, service, group of services, or along technology lines (e.g. centralized, or distributed environments) in a way that is helpful for understanding relationship to the current contract as well as costs the State should plan for to support the forecasted planned period.*

Additionally, the information should identify the timing of projected expenditures (i.e. when one-time or on-going costs are expected), as well as additional costs that may result from the impacts of the changes to the annual plan and require a Contract Amendment.>

4. Appendix A

<APD – Appendix A Title>

<This section (while optional) may vary, based on the complexity of the program activities planned for a period of time. For example, appendices can provide additional detail or make reference to the following:

- *Capacity forecast details (e.g. amendments outlining requested additional services where capturing business objectives, requirements, and estimates are needed) for the consulting services;*
- *Infrastructure or organizational changes planned, other than described within this, or other plans;*
- *Summaries of recent changes or events that influenced overall capacity performance of the consulting services.*

Where possible, information should be presented in graphical or tabular format for ease of use. >

CGI

Schedule H – CGI Advantage® Master Agreement Glossary

Capitalized terms used in the Agreement have the meanings specified in this Schedule H unless otherwise expressly specified.

Term	Definition
Acceptance Period	See **Section 19** (**ACCEPTANCE PERIOD**) in Attachment A
Acceptance Test Period	The period of time during which the Client has the opportunity to conduct Acceptance Testing.
Acceptance Test or Acceptance Testing	An iterative process designed to determine whether the Software Deliverable performs the functions described in its approved Specifications and to discover and remove Nonconformities through repeated testing cycles.
Acceptance Process	The process for acceptance of Deliverables specified in Schedule G or an Annual Planning Document.
Additional Capacity	Refers to the increase of CGI Consulting Services Fixed Capacity through the change request process. Rates and payment terms for Additional Capacity is specified the Order.
Affiliate	With respect to a party, any person or entity that directly or indirectly controls, is controlled by or is under common control with, the party. As used in this definition, "control" means actual or equitable ownership of a majority of the voting securities of an entity (or other securities, partnership interests or means of electing or directing the management of the entity).
Agreement	"Agreement" has the same meaning as "Contract" in Attachment A.
Amendment	Mutual written agreement of the parties effectuating changes to the Services or other particulars of the Agreement Schedules and/or Annual Planning Document
Amendment Process	The process specified in the Agreement by which the parties may effectuate changes to the Services or other particulars of the Agreement Schedules and Annual Planning Document(s) (see Schedule C, Section 1.5).
Annual Planning Document (APD)	A document issued pursuant to this Agreement that is prepared and signed by authorized representatives of both parties describing the CGI Consulting Services that CGI agrees to perform for Client and providing specific terms and conditions governing such Services.
APD Backlog (or Program Backlog)	A list of Backlog items defined in an APD to be implemented for the defined Program Period. APD Backlog is also referred to as the Program Backlog. The APD Backlog / Program Backlog is determined through the APD planning process during the Planning Period.
Authorized User	Client employees, vendors, or others authorized to use the CGI System in accordance with the Agreement.
Backlog	An accumulated inventory of Client desired future outcomes, activities, and/or tasks to be accomplished. These Backlog items are candidates for inclusion in a Program Backlog during the APD planning process. During the Planning Period, with CGI assistance, Client will review and prioritize the Backlog to identify those

	Backlog items to be considered for implementation in the upcoming Program Period. Backlog items documented in an authorized APD become the Program Backlog
Breach	A failure of a party to perform an obligation under the Contract.
Bundled Applications	A third party or open source software product that is provided by CGI as part of the Cloud Solution.
Business Days	Monday through Friday.
Business Hours	9am to 5pm in the Mountain time zone on Business Days.
CGI Advantage® or CGI Advantage® Applications	The CGI Advantage® Applications specified in the Order.
CGI Advantage® Cloud Solution	The CGI System and the Cloud Services specified in the Order.
CGI Advantage® Forum	The annual convention of CGI Advantage® users hosted by CGI.
CGI Advantage® User Group or User Group	The body of all CGI Advantage® users.
CGI Consulting Services	CGI Services, other than Cloud Services, provided pursuant to the Annual Planning Document (APD) and annual Fixed Capacity services to implement the approved outcomes defined in the APD Backlog. These are also CGI services provided pursuant to authorized change requests to the APD scope, leveraging the Additional Capacity rates and payment terms specified in Section 5 of the Order.
CGI Holidays	New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.
CGI Materials or Contractor Materials	Individually or collectively, all components of the CGI System, and all intellectual property rights in and to the CGI System, and to all other proprietary rights, materials, work products or assets that are employed or developed in providing the Services, including but not limited to any successors, updates, extensions, derivatives, translations, modifications, or enhancements of any of the foregoing, and any ideas, enhancement requests, feedback, recommendations or other information provided by the Client or any other party related to the CGI System.
CGI Solutions Support Center	The CGI organization dedicated to supporting the Solution in accordance with the Contract.
CGI System	Individually or collectively, all of the components of the infrastructure and computing environment used by CGI to provide the Services, whether owned by CGI or its suppliers, including the Cloud Application(s), CGI or third party facilities, hardware, operating systems, networking equipment, software applications and associated databases, tables, data and documentation and training materials.
Client Data	"Client Data" has the same meaning as "State Data" in **Section 1** (**DEFINITIONS**) in Attachment A

Client Holidays	New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Pioneer Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.
Client Materials	Individually or collectively, all components of Client premises, systems, documentation, hardware and other equipment, software, Client Data and other Client Confidential Information, and all intellectual property rights in and to Client systems. Client Materials does not include CGI Materials.
Client Satisfaction Assessment Program	Client satisfaction is a key indicator of CGI's success and carefully measured and managed on a continuous basis through a comprehensive Client Satisfaction Assessment Program (CSAP). As part of the CSAP, Client will engage in in-person discussions with their CGI account managers no less than once per year (ideally twice per year) to discuss their general level of satisfaction with the quality and value of services and expertise provided by CGI, identify areas for improvement, and address new opportunities. CSAPs are intended to be more formal meetings conducted with the key stakeholder(s) and do not replace standard weekly, monthly, or quarterly meetings.
Cloud Application	A CGI Advantage® Application or Bundled Application.
Cloud Application Availability Percentage or Availability Percentage	The minutes during the month that a properly configured authorized device is capable of successfully executing a transaction within the applicable Cloud Application. A transaction can be an addition, change or deletion, a request to view a record, a simple query, or a Web service / API call.
Cloud Services	CGI Services specified in Schedule C.
Cloud Services Period	The annual period specified in the Order within the Agreement term during which CGI provides Cloud Services to Client.
Confidential Information	See **Section 1** (**DEFINITIONS**) in Attachment A
Contractor Materials	"Contractor Materials" has the same meaning as "CGI Materials."
Critical Issue	See definition of Issue Severity.
Customization	A modification, alteration, enhancement, or addition to the CGI System specifications, functions, code, and/or interfaces that has been done specifically by CGI for the Client's implementation. Customizations to the system as of contract signing are documented in the Order.
Data Breach	See **Section 1** (**DEFINITIONS**) in Attachment A
Disaster	A force majeure event that CGI declares will result in prolonged downtime of the Solution Hosting Facility sufficient to warrant the lead time and effort by the parties to both migrate the Solution from the Solution Hosting Facility to the Disaster Recovery Hosting Facility, as well as back to a Solution Hosting Facility at the conclusion of the event.
Disaster Recovery	Activities related to providing continuation of the Cloud Services for the production environment after CGI declares a Disaster.

<table>
<tr><td>Disaster Recovery Hosting Facility</td><td>The alternative solution hosting facility within the United States to which CGI will migrate the Solution during a Disaster for Disaster Recovery.</td></tr>
<tr><td>Documentation</td><td>Solution user guides and specifications, which are available for download on the CGI website, which may be updated by CGI from time to time.</td></tr>
<tr><td>Early Termination Fee</td><td>Fee(s) specified in the Contract to be assessed by CGI as a result of early termination of the Contract for convenience by the Client.</td></tr>
<tr><td>Effective Date</td><td>The date on which the parties initially entered into the Contract.</td></tr>
<tr><td>Exfiltration</td><td>The unauthorized transfer of information from an information system.</td></tr>
<tr><td>Exposure</td><td>The disclosure of Client Data to unauthorized persons.</td></tr>
<tr><td>Feature Set</td><td>Compilation of enhancements, compatibility or regulatory updates and corrections to the CGI Advantage® Applications.</td></tr>
<tr><td>Federal Tax Information or FTI</td><td>Federal Tax Information as defined in IRS Publication 1075.</td></tr>
<tr><td>Fixed Capacity</td><td>A predetermined quantity of CGI Consulting Services (expressed as an Annual Fee in Section 5 of the Order) used as an annual guideline to assist in the APD planning process. During the APD planning process, a Program Backlog is developed such that it addresses the Client-driven priorities for the upcoming Program Period that requires an amount of CGI Consulting Services that does not exceed the Fixed Capacity. The Fixed Capacity is used for planning purposes and Client can decrease or increase the amount of Fixed Capacity for a given Program Period through the APD planning process. In fact, at its discretion, Client can determine that zero (0) Fixed Capacity will be used for a Program Period during the APD planning process.

The roles, experiences, and skillsets required to implement the items in a Program Backlog may potentially vary from one Program Period to another whereby the Fixed Capacity could represent an approximate range of 6,000 to 9,000 hours of CGI Consulting Services. However, the CGI Consulting Services required to accomplish the scope in an authorized APD is based on achieving the agreed outcomes for the Program Period, regardless of the number of services hours expended, unless mutually agreed upon through the APD change request process</td></tr>
<tr><td>Force Majeure or Force Majeure Event</td><td>See Section 42 (FORCE MAJEURE) in Attachment A</td></tr>
<tr><td>Go-Live or Go-Live Date</td><td>The point in time at which the Solution or an element of the Solution begins operation in production as the system of record for Client.</td></tr>
<tr><td>Hours of Availability</td><td>For each CGI Advantage® Application, the daily scheduled hours of operation are specified below:
<table>
<tr><th>CGI Advantage® Application</th><th>Hours of Availability</th></tr>
<tr><td>CGI Advantage® Financial Management
CGI Advantage® Human Resources Management
CGI Advantage® Performance Budgeting
CGI infoAdvantage®</td><td>7am – 8pm in the Client Time Zone Monday - Saturday, excluding Scheduled Maintenance</td></tr>
<tr><td>CGI Advantage® Vendor Self Service</td><td>24 hours/day, 7 days/week, excluding</td></tr>
</table></td></tr>
</table>

	CGI Advantage® Employee Self Service CGI Advantage® Manager Self Service CGI Advantage® Connect — Scheduled Maintenance
Incident	An interruption in Cloud Services, diminution in the quality of Cloud Services, or observed defect that impacts business operations other than one that is defined as an Issue.
Issue	A deviation in function of a CGI Advantage® Application from its licensed Documentation, or in those Customizations adopted by CGI (listed in the Order or as otherwise approved by the parties in writing), a deviation from the approved functional and/or technical Customization designs.
Issue Severity	Contractual categories of Issue severity, designated "Critical," "Serious," "Moderate," and "Minor" as defined below:

Issue Severity	Definition
Critical Issue	An Issue causing critical impact to Client's business operations, for which no workaround is immediately available. Use of the Cloud Application(s) cannot continue.
Serious Issue	An Issue causing significant impact to Client's business operations, for which a workaround is unacceptable on a long-term basis. Essential functions of the Cloud Applications are affected such that there is a significant impact to Client's business operations.
Moderate Issue	An Issue that impairs some functionality of the Cloud Application(s) for which a practical workaround exists such that there is not a material impact to Client's business operations.
Minor Issue	An Issue that does not affect production functions of the Cloud Application(s) of a cosmetic or similarly immaterial nature.

Malicious Code	An item or device which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, including but not limited to viruses, worms, time bombs, Trojan horses and other similar code, files, scripts agents or programs.
Minor Issue	See definition of Issue Severity.
Moderate Issue	See definition of Issue Severity.
Mutually Authorized Interfaces	Any interface documented and approved by both parties via a formal interface agreement
Nonconformity	A reproducible condition in a Software Deliverable that prevents the Software Deliverable from performing the functions described in its Specifications such that the Software Deliverable does not operate or cannot be used in a production environment.
Ongoing Phase	The phase of Cloud Services delivery following Go-Live.
Operational Framework	A Written Deliverable described in Schedule C.
Patch or Patches	Correction to the CGI Advantage® Applications identified by the client community, often addressing Critical or Serious Issues identified by one or more clients.
Patch Cadence	The frequency of CGI issuance of Patches as part of the CGI Advantage® Updates.

Patch Cadence Environment	The CGI System environment into which CGI initially implements Patches.
Patch Set	Compilation of Patches.
Performance Milestone	The completion of an agreed upon outcome or major event by a certain date; e.g., the establishment of a CGI Advantage non-production environment that is available to the project team by a specified date. A Performance Milestone is one of the governance controls for measuring progress and assessing if additional actions are necessary to improve adherence to the project schedule.
Planning Period	The duration of time when the APD planning process begins and ends to prepare an APD that defines the CGI Consulting Services to be provided in the upcoming Program Period. The Planning Period begins no later August prior to the start of the upcoming Program Period and will be completed no later than May prior to the upcoming Program Period.
Point of Demarcation	The point(s) at the Solution Hosting Facility in which the System is operating where all related infrastructure is solely under CGI's purview and management. For the State of Utah, this is the border router(s) where network traffic transitions from telecommunications circuits under CGI's sole purview to the State's facility/network. The State is responsible for the integrity and availability of the State's facility and dependent services (e.g. power) for the operation of this border router(s).
Pre-Go-Live Phase or Pre-Go-Live	The phase of Cloud Services delivery preceding and including Go-Live.
Processing Schedule	As codified in the Operational Framework, the mutually agreed schedule for execution of Client business functions by CGI.
Product Roadmap or Roadmap	CGI documentation forecasting the direction of the CGI Advantage® suite of software products.
Program Increment	A period of time used to track progress; typically, through the identification and status reporting of Performance Milestones and other expected outcomes defined in the APD and/or project schedule for the Program Period. A Program Increment is defined as Client's fiscal year quarter; e.g., July through September for quarter one (1). There would be four (4) Program Increments per Program Period.
Program Period	The duration of time corresponding to Client's fiscal year beginning July 1 and ending June 30. CGI Consulting Services defined in an APD is provided within the Program Period.
Project Management Plan	A document that defines the mutually agreed project management processes and procedures that defines project governance framework for the execution of an APD. It includes the processes and procedures for Schedule Management, Implementation Methodology, Scope Management, Communication Plan, Human Resources Plan, Document Management & General Standards, Issue Management, Risk Management and Quality Management. It is the first written deliverable of the initial APD and will be used for the first and all subsequent Program Periods throughout the term of this Agreement unless amended in future APDs.

Project Schedule	The schedule for performance of CGI Consulting Services and execution of associated Client responsibilities pursuant to an Annual Planning Document or Project Management Plan.
Prompt Payment Act	A Utah law enacted in order to ensure that companies transacting business with the Government are paid in a timely manner.
Protected Health Information or PHI	See **Section 1** (**DEFINITIONS**) in Attachment A for "Protected Health Information (PHI)"
Punch List	A final written list Reporting any outstanding Nonconformities in a Software Deliverable.
Recovery Point Objective (RPO)	The acceptable amount of data loss experienced during a Disaster measured in time.
Recovery Time Objective (RTO)	The period of time within which the CGI System will resume operations after a Disaster.
Reimbursable Expenses	Mean incidental expenses reasonably incurred by CGI in performing its obligations under the Contract, including without limitation travel and living expenses.
Regulatory Update	Compilation of updates to the Cloud Applications to comply with various regulatory entities.
Relative Order of Magnitude (ROM)	In the context of the APD planning process, Relative Order of Magnitude (ROM) is a scale used to compare the implementation complexity level across Backlog items to assist in the determining the prioritized Program Backlog, in conjunction with other planning factors.
Request	A written, reported Client request that is not an Issue or Incident.
Report, Reporting, and Reported	During Acceptance testing, the act of Client giving written notification to CGI of the existence of a Nonconformity in a Software Deliverable. A Nonconformity is considered Reported by Client only if Client's notification describes the Nonconformity in sufficient detail to allow CGI to recreate it.
Scheduled Maintenance	Planned maintenance activities to be performed on the CGI System.
Serious Issue	See definition of Issue Severity.
Sensitive Data	See **Section 1** (**DEFINITIONS**) in Attachment A for: "Non-Public Data"; "Protected Health Information (PHI)"; and "State Data"
Service Credit	A credit from CGI to Client resulting from CGI failure(s) to achieve Service Level(s) specified in, and calculated in accordance with, Schedule F.
Service Level	Each of the quantified Cloud Services requirements and associated penalties and other terms specified in Schedule F.
Service Level Agreement or SLA	The agreement of the parties concerning Service Levels codified in Schedule F.
Services or Service	Collectively, Cloud Services and CGI Consulting Services.
Software Deliverable	An item of operational software designated in the applicable Annual Planning

	Document as a "Deliverable," including, as applicable, a completed system or any module, subsystem or release.
Solution	See CGI Advantage® Cloud Solution.
Solution Hosting Facility	The hosting facility within the United States provided by CGI and identified in the Order.
Specifications	A mutually agreed document specifying the functions to be performed by a Software Deliverable.
Support Center	See CGI Solutions Support Center.
Support Program or Cloud Support Program	The CGI program of Cloud Services specified in Schedule C.
Technical Stack Compatibility Update	Compilation of updates to the Cloud Applications associated with technical product interaction requirements.
Third Party Hosting Supplier	The third party supplier, if any, identified in the Order as the provider of the Solution Hosting Facility within the United States.
Ticketing System	The automated system provided by CGI to manage delivery of the Cloud Services to Client, such as tracking of Incidents, Issues, and Requests.
Transaction Response Time	The measurement of online transaction response times for general query and update actions in the CGI Advantage® Application(s) excluding process-intensive actions. CGI Advantage Application response time targets are further defined in Schedule F (Cloud Solution Service Level Agreement). The transaction is measured from when the transaction has been fully received from the solution web services until it begins transmission back to the Client, excluding browser rendering and networking between CGI and the Client.
Transition Period	The period preceding expiration of the Agreement during which CGI provides Transition Services pursuant to an Annual Planning Document.
Transition Services	CGI Consulting Services provided by CGI under an Annual Planning Document to help facilitate transition of Cloud Applications operation to Client or another contractor during the Transition Period.
Update Cadence	Define with reference to Schedule C, Section 4.
Update Cadence Environment	The CGI System environment into which CGI initially implements Feature Sets, Regulatory or Technical Stack Compatibility Updates.
User Group Steering Committee	The client-elected steering committee of the CGI Advantage® User Group.
Written Deliverable	A document designated in the applicable Annual Planning Document as a "Deliverable," such as a report, plan, or design.

STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 4

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. (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

The Attachment A NASPO ValuePoint Master Agreement Terms and Conditions is amended as follows:

Section 1 (Master Agreement Order of Precedence) of Attachment A (NASPO ValuePoint Master Agreement Terms and Conditions) is hereby deleted in its entirety and replaced with the following:

a. Any Order placed under this Master Agreement shall consist of the following documents, at a minimum:

(1) A Participating Entity's Participating Addendum ("PA");
(2) Attachment A: NASPO ValuePoint Master Agreement Terms & Conditions;
(3) CGI Standard Terms Cover Document and the CGI Cloud and SaaS Services Order that identifies the Participating Entity's, or Eligible Entity's Cloud Solution information including configuration options, the term, pricing and payment information, and other information;
(4) The applicable CGI Standard Terms for the Cloud Solution identified in the CGI Cloud and SaaS Services Order;
(5) Attachment B: Scope of Services Awarded to Contractor;
(6) Attachment C: Pricing Discounts and Pricing Schedule; and
(7) Attachment D: Contractor's Response to Solicitation #CH16012 (attached as a reference only);

b. These documents shall be read to be consistent and complementary in accordance with this Section 1. Any conflict between the PA, the Master Agreement, the CGI Standard Terms Cover Document and the CGI Cloud and SaaS Services Order, and the applicable CGI Standard Terms for the Cloud Solution identified in the CGI Cloud and SaaS Services Order shall be resolved by giving priority in the order listed above in section 1(a). Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

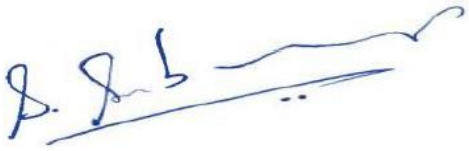
c. The Contractor's Attachment(s), referred to herein as the "CGI Standard Terms," are incorporated in this Master Agreement as if fully set forth herein, and are applicable to Participating Addenda and Order(s) authorized under this Master Agreement for provision of Contractor's SaaS solution offerings and CGI services offered under this Master Agreement.

Those sections currently within Attachment A that are not identified in this amendment to Attachment A remain unchanged.

Effective Date of Amendment: As of the last signature date below.

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**	
	**4/8/2021**		04/12/2021
Contractor's Signature	Date	Director, State of Utah Division of Purchasing	Date
Surabhi Subramanyam			
Contractor's Name (Print)			
Vice President			
Title (Print)			

For Division of Purchasing Internal Use			
Purchasing Agent	Phone #	E-mail Address	**Contract #**
Solomon Kingston	801-957-7142	skingston@utah.gov	AR2475

STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 3

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. (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:
The Attachment A NASPO ValuePoint Master Agreement Terms and Conditions are amended, as provided in the attached document, to remove references to specific Contractor solution attachments and make the Master Agreement solution agnostic to support multiple SaaS offerings. In support of this addition, only those sections specifically identified within the attached Attachment A are amended by this amendment. Those sections currently within Attachment A that are not identified in this amendment to Attachment A remain unchanged.

Effective Date of Amendment: As of the last signature date below.

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**	
	10/12/2020		10/14/2020
Contractor's Signature	Date	Director, State of Utah Division of Purchasing	Date
Surabhi Subramanyam			
Contractor's Name (Print)			
Vice-President			
Title (Print)			

For Division of Purchasing Internal Use			
Purchasing Agent	Phone #	E-mail Address	**Contract #**
Solomon Kingston	801-957-7142	skingston@utah.gov	AR2475

Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions

(amended sections)

1. **Master Agreement Order of Precedence**

a. Any Order placed under this Master Agreement shall consist of the following documents, at a minimum:

(1) A Participating Entity's Participating Addendum1 ("PA"); and
(2) NASPO ValuePoint Master Agreement Terms & Conditions, including the applicable Exhibits and Attachments to the Master Agreement.

These documents shall be read to be consistent and complementary in accordance with this Section 1. Any conflict between the PA and the Master Agreement shall be resolved by giving priority in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

The Contractor's Attachments, referred to herein as the "CGI Standard Terms," are incorporated in this Master Agreement as if fully set forth herein, and are applicable to Participating Addenda authorized under this Master Agreement for provision of Contractor's SaaS solution offerings and CGI services offered under this Master Agreement.

2. Definitions – The definitions applicable to this Master Agreement include the definitions set forth in this Section 2 and the definitions set forth in the CGI Standard Terms. Unless otherwise provided in this Master Agreement, including the CGI Standard Terms, capitalized terms will have the meanings given to those terms in this Section and the CGI Standard Terms, as applicable.

Confidential Information means "Confidential Information" means Non-Public Data, exclusive of Content, belonging to or in the possession of a party that is confidential or a trade secret and is furnished or disclosed to the other party under the Contract Documents (including information exchanged in contemplation of entering into the Contract Documents): (i) in tangible form and marked or designated in writing in a manner to indicate it is confidential or a trade secret; or (ii) in intangible form and that either is of a nature that a reasonable person would understand to be confidential or a trade secret or is identified as confidential or a trade secret in a writing provided to the receiving party within thirty (30) business days after disclosure, as permitted by applicable laws. Confidential Information also includes the Contract Documents, CGI Materials, and the CGI System, whether or not marked as such. "Confidential Information" does not include any information that, as evidenced by written documentation: (i) is already known to the receiving party without restrictions at the time of its disclosure by the furnishing party; (ii) after its disclosure by the furnishing party, is made known to the receiving party without restrictions by a third party having the right to do so; (iii) is or becomes publicly known without violation of the Contract

Documents; (iv) is independently developed by the receiving party without reference to the furnishing party's Confidential Information; or
(v) is required to be disclosed under applicable securities, tax or other regulations.

Contractor means the person or entity providing solutions under the terms and conditions set forth in this Master Agreement.

Data means all information, whether in oral or written that has been transcribed/digitized, or stored in physical (including electronic) form, created by or in any way originating with a Participating Entity or Purchasing Entity, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with a Participating Entity or Purchasing Entity, in the course of using and configuring the Services provided under this Agreement.

Disabling Code or Malicious Code (aka "Malware") means computer instructions or programs, subroutines, code, instructions, data or functions, , including but not limited to unauthorized programs, data storage, computer libraries and programs that self- replicate without manual intervention, instructions programmed to activate at a predetermined time or upon a specified event, and/or programs purporting to do a meaningful function but designed for a different function, that alter, destroy, inhibit, damage, interrupt, interfere with or hinder the operation of the Purchasing Entity's' software, applications and/or its end users processing environment, the system in which it resides, or any other software or data on such system or any other system with which it is capable of communicating.

Exfiltration means the unauthorized transfer of Content from the CGI System. Exfiltration may be manual – i.e., carried out by any unauthorized person with physical access to Content – or it may be automated and carried out through malicious programming over a network.

Exposure means the disclosure of Content to unauthorized persons.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering the solicitation and any resulting Master Agreement(s).

Master Agreement means this agreement executed by and between the Lead State, acting on behalf of NASPO ValuePoint, and the Contractor, as now or hereafter amended.

NASPO ValuePoint is the NASPO ValuePoint Cooperative Purchasing Program,

facilitated by the NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company (doing business as NASPO ValuePoint) is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. The NASPO ValuePoint Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The NASPO ValuePoint Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State.

Non-Public Data means data that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the Purchasing Entity because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity.

Personal Data or Personally Identifiable Information (PII) means data alone or in combination that includes information relating to an individual that identifies the individual by name, identifying number, mark or description can be readily associated with a particular individual and which is not a public record. Personal Information may include the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; digital representation of any biological identity information (e.g. fingerprint, voiceprint, biological geometry or vascular representation), or Protected Health Information (PHI) relating to a person.

Platform as a Service (PaaS) as used in this Master Agreement is defined as the capability provided to the consumer to deploy onto the cloud infrastructure consumer-created or -acquired applications created using programming languages and tools supported by the provider. This capability does not necessarily preclude the use of

compatible programming languages, libraries, services, and tools from other sources. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly application hosting environment configurations.

Product means any deliverable under this Master Agreement, including Services, software, and any incidental tangible goods.

Protected Health Information (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer. PHI may also include information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Purchasing Entity means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

Security Incident means unauthorized or unlawful access to the Content resulting in Exfiltration or Exposure of all or part of the Content.

Services mean any of the specifications described in the Scope of Services that are supplied or created by the Contractor pursuant to this Master Agreement.

Service Level Agreement means the written Service Level Agreement , that is included in the CGI Standard Terms unless otherwise expressly agreed in writing between the Purchasing Entity and the Contractor.

Software as a Service (SaaS) as used in this Master Agreement is defined as the capability provided to the consumer to use the Contractor's applications running on a Contractor's infrastructure (commonly referred to as 'cloud infrastructure). The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email), or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

Solicitation means the documents used by the State of Utah, as the Lead State, to obtain Contractor's Proposal.

Statement of Work means a written statement in a solicitation document or contract that describes the Purchasing Entity's service needs and expectations.

21. Payment: Unless otherwise stipulated in the Participating Addendum, Payment is normally made within 30 days following the date of a correct invoice is received. Purchasing Entities reserve the right to withhold payment of a portion (including all if applicable) of disputed amount of an invoice. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge. Additional payment terms and conditions in the CGI Standard Terms apply.

25. Purchasing Entity Data: Purchasing Entity retains full right and title to provided by it and any Data derived therefrom, including metadata. Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. Except as otherwise provided by the CGI Standard Terms, as applicable, regarding CGI's right to enter into contracts with third party suppliers, no information regarding Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. The obligation shall extend beyond the term of this Master Agreement in perpetuity.

Contractor shall not use any information collected in connection with this Master Agreement, including Purchasing Entity Data, for any purpose other than fulfilling its obligations under this Master Agreement.

26. Records Administration and Audit.

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. The audit rights and obligations of Contractor and Participating and Purchasing Entities with respect to Participating Addenda are as set forth in the CGI Standard Terms, as applicable, and the applicable Participating Addendum. Contractor shall permit the Lead State, the federal government (including its grant awarding and the U.S. Comptroller General), and any other duly authorized agent of a agency, on reasonable advance written notice and during normal business hours to audit, inspect, examine, copy and/or transcribe

Contractor's books, documents, papers and records directly pertinent to this Master Agreement purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

30. Warranty: At a minimum the Contractor must warrant the following:

a. Contractor has acquired any and all rights, grants, assignments, conveyances, licenses, permissions, and authorization for the Contractor to provide the Services described in this Master Agreement.

b. Contractor will perform materially as described as applicable, in this Master Agreement, including warranties specified in the CGI Standard Terms, as applicable, and the applicable Participating Addendum.

c. Contractor represents and warrants that the representations contained in its response to the Solicitation by the Lead State.

d. The Contractor will not interfere with a Purchasing Entity's access to and use of the Services it acquires from this Master Agreement as long as the purchasing entity is current on its payments and otherwise compliant with the terms of the Master Agreement, including the Standard CGI Terms, and the applicable Participating Addendum.

e. The Services provided by the Contractor are compatible with and will operate successfully with any environment (including web browser and operating system) specified by the Contractor in its response to the Solicitation by the Lead State to the Purchasing Entity.

f. The Contractor warrants that the Products it provides under this Master Agreement are free of malware. The Contractor must use industry standard technology to detect and remove Malware including, but not limited to worms, Trojans, rootkits, rogues,

dialers, spyware, etc.

e. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INTEGRATION, PERFORMANCE AND ACCURACY AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 2

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. (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

The Attachment A NASPO ValuePoint Master Agreement Terms and Conditions are amended to remove the CGI Advantage 360 Solution, and replace it with CGI Advantage Cloud. In support of this replacement, only those sections specifically identified within the attached Attachment A are amended by this amendment. Those sections currently within Attachment A that are not identified in this amendment to Attachment A remain unchanged.

The Attachment C Pricing Discounts and Price Schedule is fully replaced with the attached Attachment C – Pricing Discounts and Price Schedule. The minimum 30% discount off from list price remains unchanged. Professional Service rates also remain unchanged.

The Attachment E CGI Advantage 360 SaaS terms and conditions is fully replaced with the attached Attachment E – CGI Advantage Cloud and SaaS Service Terms and Conditions.

Effective Date of Amendment: As of the last signature date below.

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

8/21/2020

Contractor's Signature Date

Subramanyam Surabhi

Contractor's Name (Print)

Vice President

Title (Print)

STATE OF UTAH

08/27/2020

Director, State of Utah Division of Purchasing Date

For Division of Purchasing Internal Use			
Purchasing Agent	Phone #	E-mail Address	**Contract #**
Solomon Kingston	801-957-7142	skingston@utah.gov	AR2475

Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions

(amended sections)

1. **Master Agreement Order of Precedence**

a. Any Order placed under this Master Agreement shall consist of the following documents, at a minimum:

(1) A Participating Entity's Participating Addendum[1] ("PA"); and
(2) NASPO ValuePoint Master Agreement Terms & Conditions, including the applicable Exhibits[2] and Attachments to the Master Agreement.

b. These documents shall be read to be consistent and complementary in accordance with this Section 1. Any conflict between the PA and the Master Agreement shall be resolved by giving priority in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment. The Contractor terms and conditions applicable to the CGI services offered under this Master Agreement are listed below and attached to this Master Agreement as indicated:

- Attachment E – CGI Advantage Cloud Master Agreement (ACMA) terms and conditions

Attachment E, referred to herein as the "CGI Standard Terms," is incorporated in this Master Agreement as if fully set forth herein, and is applicable to Participating Addenda authorized under this Master Agreement for provision of Contractor's CGI Advantage Cloud SaaS ERP offering.

2. Definitions – The definitions applicable to this Master Agreement include the definitions set forth in this Section 2 and the definitions set forth in the CGI Standard Terms. Unless otherwise provided in this Master Agreement, including the CGI Standard Terms, capitalized terms will have the meanings given to those terms in this Section and the CGI Standard Terms, as applicable.

Confidential Information means "Confidential Information" means Non-Public Data, exclusive of Content, belonging to or in the possession of a party that is confidential or a trade secret and is furnished or disclosed to the other party under the

Contract Documents (including information exchanged in contemplation of entering into the Contract Documents): (i) in tangible form and marked or designated in writing in a manner to indicate it is confidential or a trade secret; or (ii) in intangible form and that either is of a nature that a reasonable person would understand to be confidential or a trade secret or is identified as confidential or a trade secret in a writing provided to the receiving party within thirty (30) business days after disclosure, as permitted by applicable laws. Confidential Information also includes the Contract Documents, CGI Materials, and the CGI System, whether or not marked as such. "Confidential Information" does not include any information that, as evidenced by written documentation: (i) is already known to the receiving party without restrictions at the time of its disclosure by the furnishing party; (ii) after its disclosure by the furnishing party, is made known to the receiving party without restrictions by a third party having the right to do so; (iii) is or becomes publicly known without violation of the Contract Documents; (iv) is independently developed by the receiving party without reference to the furnishing party's Confidential Information; or (v) is required to be disclosed under applicable securities, tax or other regulations.

Contractor means the person or entity providing solutions under the terms and conditions set forth in this Master Agreement.

Data means all information, whether in oral or written that has been transcribed/digitized, or stored in physical (including electronic) form, created by or in any way originating with a Participating Entity or Purchasing Entity, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with a Participating Entity or Purchasing Entity, in the course of using and configuring the Services provided under this Agreement.

Disabling Code or Malicious Code (aka "Malware") means computer instructions or programs, subroutines, code, instructions, data or functions, , including but not limited to unauthorized programs, data storage, computer libraries and programs that self-replicate without manual intervention, instructions programmed to activate at a predetermined time or upon a specified event, and/or programs purporting to do a meaningful function but designed for a different function, that alter, destroy, inhibit, damage, interrupt, interfere with or hinder the operation of the Purchasing Entity's' software, applications and/or its end users processing environment, the system in which it resides, or any other software or data on such system or any other system with which it is capable of communicating.

Exfiltration means the unauthorized transfer of Content from the CGI System. Exfiltration may be manual – i.e., carried out by any unauthorized person with physical access to Content – or it may be automated and carried out through malicious programming over a network.

Exposure means the disclosure of Content to unauthorized persons.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering the solicitation and any resulting Master Agreement(s).

Master Agreement means this agreement executed by and between the Lead State, acting on behalf of NASPO ValuePoint, and the Contractor, as now or hereafter amended.

NASPO ValuePoint is the NASPO ValuePoint Cooperative Purchasing Program, facilitated by the NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company (doing business as NASPO ValuePoint) is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. The NASPO ValuePoint Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The NASPO ValuePoint Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State.

Non-Public Data means data that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the Purchasing Entity because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity.

Personal Data or Personally Identifiable Information (PII) means data alone or in combination that includes information relating to an individual that identifies the individual by name, identifying number, mark or description can be readily associated

with a particular individual and which is not a public record. Personal Information may include the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; digital representation of any biological identity information (e.g. fingerprint, voiceprint, biological geometry or vascular representation), or Protected Health Information (PHI) relating to a person.

Platform as a Service (PaaS) as used in this Master Agreement is defined as the capability provided to the consumer to deploy onto the cloud infrastructure consumer-created or -acquired applications created using programming languages and tools supported by the provider. This capability does not necessarily preclude the use of compatible programming languages, libraries, services, and tools from other sources. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly application hosting environment configurations.

Product means any deliverable under this Master Agreement, including Services, software, and any incidental tangible goods.

Protected Health Information (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer. PHI may also include information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Purchasing Entity means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

Security Incident means unauthorized or unlawful access to the Content resulting in Exfiltration or Exposure of all or part of the Content.

Services mean any of the specifications described in the Scope of Services that are supplied or created by the Contractor pursuant to this Master Agreement.

Service Level Agreement means the written Service Level Agreement , that is

included in the CGI Standard Terms unless otherwise expressly agreed in writing between the Purchasing Entity and the Contractor.

Software as a Service (SaaS) as used in this Master Agreement is defined as the capability provided to the consumer to use the Contractor's applications running on a Contractor's infrastructure (commonly referred to as 'cloud infrastructure). The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email), or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

Solicitation means the documents used by the State of Utah, as the Lead State, to obtain Contractor's Proposal.

Statement of Work means a written statement in a solicitation document or contract that describes the Purchasing Entity's service needs and expectations.

21. Payment: Unless otherwise stipulated in the Participating Addendum, Payment is normally made within 30 days following the date of a correct invoice is received. Purchasing Entities reserve the right to withhold payment of a portion (including all if applicable) of disputed amount of an invoice. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge. Additional payment terms in Schedule A, Section 2 of the CGI Advantage Cloud SaaS terms and conditions apply.

25. Purchasing Entity Data: Purchasing Entity retains full right and title to provided by it and any Data derived therefrom, including metadata. Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. Except as otherwise provided by Section 3.B of the CGI Advantage Cloud SaaS Terms regarding CGI's right to enter into contracts with third party suppliers, no information regarding Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. The obligation shall extend beyond the term of this Master Agreement in perpetuity.

Contractor shall not use any information collected in connection with this Master Agreement, including Purchasing Entity Data, for any purpose other than fulfilling its

obligations under this Master Agreement.

26. Records Administration and Audit.

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. The audit rights and obligations of Contractor and Participating and Purchasing Entities with respect to Participating Addenda are as set forth in Schedule A, Section 9 of the CGI Advantage Cloud SaaS terms and conditions, as applicable, and the applicable Participating Addendum. Contractor shall permit the Lead State, the federal government (including its grant awarding and the U.S. Comptroller General), and any other duly authorized agent of a agency, on reasonable advance written notice and during normal business hours to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

30. Warranty: At a minimum the Contractor must warrant the following:

a. Contractor has acquired any and all rights, grants, assignments, conveyances, licenses, permissions, and authorization for the Contractor to provide the Services described in this Master Agreement.

b. Contractor will perform materially as described as applicable, in this Master Agreement, including warranties specified in Schedule D (Cloud Warranty Program) of the CGI Advantage Cloud SaaS terms and conditions, as applicable, and the applicable Participating Addendum.

c. Contractor represents and warrants that the representations contained in its response to the Solicitation by the Lead State.

d. The Contractor will not interfere with a Purchasing Entity's access to and use of the Services it acquires from this Master Agreement as long as the purchasing entity is current on its payments and otherwise compliant with the terms of the Master Agreement, including the Standard CGI Terms, and the applicable Participating Addendum.

e. The Services provided by the Contractor are compatible with and will operate successfully with any environment (including web browser and operating system) specified by the Contractor in its response to the Solicitation by the Lead State to the Purchasing Entity.

f. The Contractor warrants that the Products it provides under this Master Agreement are free of malware. The Contractor must use industry standard technology to detect and remove Malware including, but not limited to worms, Trojans, rootkits, rogues, dialers, spyware, etc.

e. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INTEGRATION, PERFORMANCE AND ACCURACY AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

CGI Advantage Cloud Subscription and CGI Professional Services Rates

Exhibit 1 below provides CGI's standard Advantage® Cloud pricing and NASPO discount for the CGI Advantage Cloud: Financial Management, Procurement, Performance Budgeting and Human Resource Management. Annual subscription fees are based on total Full Time Equivalents (FTEs) of the purchasing entity.

Exhibit 1 - CGI Advantage Cloud Pricing

Software as a Service (SaaS) Product & FTE Tiers	Part Number	MSRP	Discount % off MSRP	Discounted Price (MSRP - Discount %)	NASPO ValuePoint Administrative Fee (0.25%)	Annual Subscription Price (includes Admin Fee)
Advantage Cloud – Full Suite ERP						
FTEs: 0 - 1,500	ADVERP-FULL-1500	$1,566,634	30%	$1,096,644	$2,742	$1,099,386
FTEs: 1,501 - 4,500	ADVERP-FULL-4500	$1,992,282	30%	$1,394,598	$3,486	$1,398,084
FTEs: 4,501 - 9,000	ADVERP-FULL-9000	$2,531,907	30%	$1,772,335	$4,431	$1,776,766
FTEs: 9,001 - 25,000	ADVERP-FULL-25000	$5,953,512	30%	$4,167,459	$10,419	$4,177,877
FTEs: 25,001 - 45,000	ADVERP-FULL-45000	$7,392,047	30%	$5,174,433	$12,936	$5,187,369
Advantage Cloud – Financial and Procurement						
FTEs: 0 - 1,500	ADVERP-FINPROC-1500	$1,221,504	30%	$855,053	$2,138	$857,190
FTEs: 1,501 - 4,500	ADVERP-FINPROC-4500	$1,532,888	30%	$1,073,022	$2,683	$1,075,704
FTEs: 4,501 - 9,000	ADVERP-FINPROC-9000	$1,816,638	30%	$1,271,647	$3,179	$1,274,826
FTEs: 9,001 - 25,000	ADVERP-FINPROC-25000	$3,672,240	30%	$2,570,568	$6,426	$2,576,994
FTEs: 25,001 - 45,000	ADVERP-FINPROC-45000	$4,840,773	30%	$3,388,541	$8,471	$3,397,012
Advantage Cloud – Financial, Procurement, and Performance Budgeting						
FTEs: 0 - 1,500	ADVERP-FINPROCPB-1500	$1,285,793	30%	$900,055	$2,250	$902,305
FTEs: 1,501 - 4,500	ADVERP-FINPROCPB-4500	$1,613,567	30%	$1,129,497	$2,824	$1,132,320
FTEs: 4,501 - 9,000	ADVERP-FINPROCPB-9000	$1,912,251	30%	$1,338,576	$3,346	$1,341,922

Software as a Service (SaaS) Product & FTE Tiers	Part Number	MSRP	Discount % off MSRP	Discounted Price (MSRP - Discount %)	NASPO ValuePoint Administrative Fee (0.25%)	Annual Subscription Price (includes Admin Fee)
FTEs: 9,001 - 25,000	ADVERP-FINPROCPB-25000	$3,865,516	30%	$2,705,861	$6,765	$2,712,626
FTEs: 25,001 - 45,000	ADVERP-FINPROCPB-45000	$5,095,550	30%	$3,566,885	$8,917	$3,575,802
Advantage Cloud – Performance Budgeting						
FTEs: 0 - 1,500	ADVERP-PB-1500	$754,962	30%	$528,473	$1,321	$529,794
FTEs: 1,501 - 4,500	ADVERP-PB-4500	$904,501	30%	$633,151	$1,583	$634,734
FTEs: 4,501 - 9,000	ADVERP-PB-9000	$995,068	30%	$696,548	$1,741	$698,289
FTEs: 9,001 - 25,000	ADVERP-PB-25000	$1,291,184	30%	$903,829	$2,260	$906,089
FTEs: 25,001 - 45,000	ADVERP-PB-45000	$1,603,168	30%	$1,122,218	$2,806	$1,125,023
Advantage Cloud – Human Resources Management and Payroll						
FTEs: 0 - 1,500	ADVERP-HRMTLPAY-1500	$947,640	30%	$663,348	$1,658	$665,006
FTEs: 1,501 - 4,500	ADVERP-HRMTLPAY-4500	$1,190,735	30%	$833,515	$2,084	$835,598
FTEs: 4,501 - 9,000	ADVERP-HRMTLPAY-9000	$1,378,814	30%	$965,169	$2,413	$967,582
FTEs: 9,001 - 25,000	ADVERP-HRMTLPAY-25000	$2,691,344	30%	$1,883,941	$4,710	$1,888,651
FTEs: 25,001 - 45,000	ADVERP-HRMTLPAY-45000	$3,884,156	30%	$2,718,909	$6,797	$2,725,706

1. The net prices listed above reflect a 30% discount from list price; additional discounts can be negotiated.
2. Additional discounts can vary based on the term of the agreement
3. Annual subscription fee payable at contract execution.
4. Annual subscription fee escalates annually based on contract term.
5. The Price for the Annual Subscription fee includes all license, maintenance, hosting, technical support, and all necessary third party tools required to implement the CGI Advantage Cloud solution.
6. The Customer Price for the Annual Subscription fee provides the organization enterprise rights to the software.

7. Implementation services are not included in the Annual Subscription fee and are negotiated based on client requirements.
8. Pricing to be negotiated for entities greater than 45,000 FTEs.

CGI Professional Services Rates

The rate card provided in Exhibit 2 below provides hourly rates for CGI's value-added professional services to assist a Participating Entity or Client with their unique information technology projects (e.g. SaaS, IaaS). The rates are inclusive of the discount and NASPO Administrative Fees.

Exhibit 2 - CGI Professional Services Rate Card

Professional Service Category	Standard Rate	Discount % off Std. Price	NASPO Discounted Rate	NASPO ValuePoint Administrative Fee (0.25%)	NASPO Rate (Includes Admin Fee)
Vice President, Project Executive	$400.00	25%	$300	$0.75	$300.75
Engagement/Senior Program Manager	$400.00	25%	$300	$0.75	$300.75
Security Lead	$400.00	25%	$300	$0.75	$300.75
Project Manager	$347.00	25%	$260	$0.65	$260.90
Subject Matter Expert	$327.00	25%	$245	$0.61	$245.86
Technical Architect	$327.00	25%	$245	$0.61	$245.86
Deputy Project Manager	$313.00	25%	$235	$0.59	$235.34
Security Specialist	$293.00	25%	$220	$0.55	$220.30
Team Lead	$260.00	25%	$195	$0.49	$195.49
Technical Lead	$260.00	25%	$195	$0.49	$195.49
Change Management/Communications	$233.00	25%	$175	$0.44	$175.19
Senior Business Analyst	$233.00	25%	$175	$0.44	$175.19
Senior PA	$233.00	25%	$175	$0.44	$175.19
Business Analyst	$180.00	25%	$135	$0.34	$135.34

Attachment E
CGI Advantage® Cloud and SaaS Services Terms and Conditions

TEMPLATE

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CGI Advantage® Cloud and SaaS Services Terms and Conditions – Cover Document

These CGI Advantage® Cloud and SaaS Services Terms and Conditions ("CGI Standard Terms") are the general terms and conditions under which CGI will provide to Participating Entity ("Client") CGI's proprietary CGI Advantage® Cloud in a Software as a Service model, as well as related implementation, support services and other SaaS services pursuant to the ValuePoint Master Agreement #AR2475 between the State of Utah ("Lead State") and CGI Technologies and Solutions Inc. ("CGI") dated January 19, 2017 as amended ("Master Agreement"). By entering into a Participating Addendum under the Master Agreement, Client agrees to be bound by the CGI Standard Terms. Capitalized words and phrases employed in CGI Standard Terms shall have the meaning specified, as applicable, in the Master Agreement or in Schedule H (CGI Standard Terms Glossary) except as otherwise specified.

1. Composition of the CGI Standard Terms

The CGI Standard Terms comprise the following documents:

- This CGI Standard Terms Cover Document
- Applicable Order
- Schedule A: Legal Terms and Conditions
- Schedule B: CGI Advantage® Cloud Solution Access Terms
- Schedule C: CGI Advantage® Cloud Solution Support Program
- Schedule D: CGI Advantage® Cloud Solution Warranty Program
- Schedule E: CGI Advantage® Cloud Solution Security Program
- Schedule F: CGI Advantage® Cloud Solution Service Level Agreement
- Schedule G: CGI Advantage® Cloud Solution Project Services and Other SaaS Services Terms
- Schedule H: CGI Standard Terms Glossary

2. Entire Agreement and Order of Precedence

Section 43 of Attachment A to the Master Agreement defines the elements of the entire agreement. Section 1 of Attachment A to the Master Agreement sets forth the Order of Precedence as between Attachment A and this Attachment E. In the event of any conflict between or among the elements of the CGI Standard Terms, those elements shall take precedence in the order of the Schedules listed in Section 1 above.

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CGI Advantage® Cloud and SaaS Services Order

1. Client Identification and Organization Information

Client Name	
Client address	
Organization type	
State in which organized	
Tax Identification Number	
Tax Exemption Certificate	

2. Contact Information of the Parties

CGI	Client
Contract Notices	
Business Contact: CGI Technologies and Solutions Inc. [Insert CGI local business street address] Attn: [Insert name/title of CGI business contact] Email: [Insert email address of CGI business contact]	Business Contact:
Security Contact: CGI Technologies and Solutions Inc. [Insert CGI local business street address] Attn: [Insert name/title of CGI business contact] Email: [Insert email address of CGI business contact]	Security Contact:
Legal Contact: CGI Technologies and Solutions Inc. 11325 Random Hills Road, 8th Floor Fairfax, VA 22030 Attn: Office of General Counsel Email: US-OGC@cgi.com	Legal Contact:
Payment/Billing	
Bank of America c/o CGI Technologies and Solutions Inc. 12907 Collections Center Drive Chicago, IL 60693	
Delivery Contacts	
CGI Technologies and Solutions Inc. [Insert CGI local business street address] Attn: [Insert name/title of CGI delivery contact] Email: [Insert email address of CGI delivery contact]	

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3. Contract Term Information

Contract Effective Date	
Contract Expiration Date	
Contract Term	
Contract Extension/Renewal Options	
Cloud Services Period	
Go-Live Date	

4. CGI Advantage® Cloud Solution Information

4.1. Cloud Applications

CGI Advantage® Applications	

4.2. Cloud Configuration Options

Additional Environments	
Additional Capacity	

4.3. Sensitive Data Included in System

The following categories of Sensitive Data will be included in the System. In the event Client wishes to add any new categories of Sensitive Data to the System during the term of the Agreement, such addition will require a Change Order specifying additional security controls, compensation adjustments, and other terms, if any, required to support the addition.

Sensitive Data Categories	☐ Personally Identifiable Information ☐ Protected Health Information ☐ Federal Tax Information ☐ PCI-DSS Credit Card Information ☐ Criminal Justice Information Services Data ☐ Other

4.4. Geographic Considerations Concerning Services Locations

Geographic Consideration	☐ Standard CGI Advantage® Global Support Model ☐ United States Only Support Model ☐ Other

4.5. Hosting Provider

Hosting Provider	☐ CGI Phoenix Data Center ☐ Microsoft Azure Commercial Cloud

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	☐ Microsoft Azure Government Cloud ☐ Other

4.6. Connectivity

Connectivity	☐ Internet ☐ Dedicated Circuit

5. Project Services Information

Services delivery methodology	☐ Agile ☐ Traditional/Waterfall ☐ Other
Optional transformational services	☐ Robotic Process Automation ☐ Business Process Services ☐ New Feature Implementation ☐ Operational Assessment ☐ Agile Transformation ☐ ERP Roadmap ☐ Digital Transformation ☐ Local Presence ☐ Organizational Change Mgmt. ☐ Business Process Reengineering ☐ Data Visualization & Analytics ☐ Update Support ☐ Customizations Analysis ☐ Cyber Security Services ☐ Other: [Specify]_____

6. Pricing and Invoicing Schedule

7. CGI Advantage® Cloud Usage Levels, Storage, Network Capacity

This table outlines the Client's current usage levels to determine storage and network capacity needs for the cloud hosting.

Client Information	Usage Levels
Total users	
Estimated peak concurrent users	

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Estimated documents per month	
Non-production environments maintained	
Full size copies of production database kept in non-production environments	
Estimated annual storage growth rate	
Network Capacity	

8. Client-Specific Terms and Conditions

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Schedule A – CGI Advantage® Cloud Legal Terms and Conditions

This Schedule A sets forth the general legal terms and conditions included in the CGI Advantage® Cloud and SaaS Services Terms and Conditions.

1. Services To Be Performed

1.1. Authorization To Perform Services

Each instance in which CGI will perform Services for Client will be authorized by:

1.1.1. In the case of Cloud Services, execution of an Order specifying the Cloud Services to be provided; and

1.1.2. In the case of Project Services or other SaaS Services, execution of an Order and a Statement of Work as specified in Schedule G.

1.2. Delegation of Services

Client acknowledges that CGI may obtain products and services used in providing the Services from, and otherwise delegate obligations hereunder to, its Affiliates or other third party subcontractors and suppliers, which in turn may obtain products and services from, or otherwise delegate obligations hereunder to their Affiliates, subcontractors, or suppliers. Unless specifically indicated otherwise, CGI will nevertheless be responsible to Client for performance of the Services regardless of the use of such Affiliates or third party suppliers.

1.3. Changes to Services

Changes to Services will be effectuated through execution of a Change Order modifying the Order and, if applicable, the underlying Statement of Work. The process for modifying a Statement of Work is specified in Schedule G.

2. Payment

2.1. Services Fees

2.1.1. Cloud Services Fees. The Order and each Change Order specify the amount of and schedule of Cloud Services Fees that the Client will pay to CGI under the Master Agreement.

2.1.2. Project Services Fees. The Order and each Change Order specify the amount of and schedule for Project Services Fees the Client will pay to CGI under the Master Agreement.

2.1.3. Other SaaS Services Fees. The Order and each Change Order specify the amount and schedule for other SaaS Services Fees the Client will pay to CGI under the Master Agreement.

2.2. Recoupment of Project Services Fees for Pre-Go-Live Phase Services

The Order will specify the amount of Project Services Fees for the Pre-Go-Live Phase Services that CGI will recoup in the event of termination of the Agreement.

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2.3. Invoices

CGI will submit invoices to Client for Services and applicable Reimbursable Expenses in accordance with invoicing schedule specified in the Order. Invoices for any other amounts due hereunder will be submitted to Client as the amounts come due. CGI will submit invoices to the Client billing address specified in the Order. Each invoice will identify the Order and, if applicable, Statement of Work to which it relates. For Project Services and other SaaS Services performed on a time and materials basis, the invoice will also state the total number of hours worked during the billing period, broken down by billable labor category.

2.4. Taxes

Unless Client is a tax exempt entity, as specified in the Order evidenced by a tax exemption certificate or other documentation, Client agrees to pay directly or reimburse CGI for any taxes and other governmental charges or assessments arising out of the Master Agreement, excluding taxes on CGI's net income and all employer reporting and payment obligations with respect to its personnel.

2.5. Disputed Charges

Client may withhold payment of amounts it does not agree in good faith are due to CGI provided that:

2.5.1. Client notifies CGI in writing what amounts it disputes and the reasons for doing so (which notice must be received by CGI prior to the payment due date for those amounts);

2.5.2. Client timely pays all other amounts specified on the invoice;

2.5.3. Client works in good faith with CGI to resolve the dispute in a prompt and mutually acceptable manner; and

2.5.4. Client pays any amounts ultimately determined to be due CGI within five (5) days after the dispute is resolved.

2.5.5. If a disputed amount is not resolved within thirty (30) days after the original payment due date, the parties will resolve such dispute as provided in Section 10. Client's right to dispute invoices will be waived unless the invoiced amounts are either paid or disputed in writing as provided in this Section.

2.6. Payment Terms

A Participating Entities' payment terms are set forth in Section 21 of Attachment A to the Master Agreement.

3. Proprietary Rights

3.1. CGI Materials.

As between CGI and Client, CGI (or its licensors or suppliers, as applicable) will retain ownership of the CGI Materials. CGI Materials are provided by CGI to Client as part of the Cloud Solution or under a Statement of Work pursuant to the terms and conditions of the Master Agreement.

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3.2. Client Materials

As between Client and CGI, Client will retain ownership of the Client Materials.

3.3. Grant of Limited License to CGI

Client hereby grants to CGI and as applicable to CGI's Affiliates, subcontractors, and suppliers during the term of the applicable Order a nonexclusive, nontransferable, limited right and license to access, display, reproduce, process and otherwise use Client Materials provided by Client under the Order, in compliance with the Master Agreement and for the sole purpose of providing the Cloud Services, Project Services, or other SaaS Services to Client.

3.4. Developed Materials

CGI will own all intellectual property rights, title and interest in and to all work products developed by it under an Order. Subject to payment in full by Client of all amounts owed to CGI under the applicable Order, CGI grants to Client an irrevocable, nonexclusive, royalty-free right and license to use, execute, reproduce, modify and create derivative works from such work products for Client's own internal use.

3.5. Copying

Client will not copy or use any CGI Materials in any way that is not authorized by the Master Agreement. Any permitted copies of the CGI Materials (including derivative works to the extent they incorporate or are based on any CGI Materials) made by or for Client are and will remain the property of CGI (or its licensors). Client will reproduce and include on any permitted copies of the CGI Materials all copyright or other proprietary rights notices or legends that appear on or are otherwise included in the CGI Materials.

3.6. Reservation of Rights

CGI and as applicable each of its Affiliates, subcontractors, and suppliers will not be prevented from using in their business(es) any general ideas, concepts, expressions, know-how, skills, and experience possessed by it prior to, or developed or learned by it in the course of, performing the Services.

4. Client Responsibilities

4.1. Client Responsibilities in General

Client is responsible for timely performance of its responsibilities and obligations under the Master Agreement. Without limiting the generality of the foregoing sentence, Client will satisfy its obligations with regard to:

4.1.1. The Cloud Services specified in Schedules C and F; and

4.1.2. Each Statement of Work issued under the Agreement as specified in the applicable Statement of Work.

4.2. Client Responsibility to Provide Client Materials, Information, and Approvals

Whenever CGI performance of the Services is dependent upon Client furnishing CGI with Client Materials or other Client resources (such as Client staff, interfaces, or connectivity), Client Data or other

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information, Client will furnish such items in a timely fashion in a reasonable format specified by CGI, or such other format as mutually agreed by the parties in writing. Client is responsible for ensuring that all physical media that Client furnishes to CGI for processing meet the specifications of the manufacturer of the equipment with which such media are to operate and any other specifications that CGI may reasonably establish. Client will have sole responsibility for the adequacy, quality, legality, and accuracy of all Client Materials and information that Client furnishes to CGI and the results obtained therefrom. If a Client delay or failure in satisfying its responsibilities under the Master Agreement impacts CGI's ability or cost to deliver the Services, in addition to other remedies available to CGI at law or in equity, such impact will be addressed through a Change Order equitably adjusting applicable schedules and CGI compensation.

4.3. Use of the CGI System

The Client's right of use of the CGI System under the Master Agreement is subject to the following restrictions. Client will not:

4.3.1. Use the CGI System or the Services –

4.3.1.1. In a way prohibited by law, regulation, governmental order or decree;

4.3.1.2. To violate the rights of others;

4.3.1.3. To try to gain unauthorized access to or disrupt any service, device, data, account or network;

4.3.1.4. To spam or distribute malware;

4.3.1.5. In a way that could harm the CGI System or impair anyone else's use of it; or

4.3.1.6. In any application or situation where failure of the CGI System or the Services could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage;

4.3.2. License, sublicense, sell, resell, transfer, assign, distribute the CGI System or otherwise make available the CGI System to any third party;

4.3.3. Modify or make derivative works based on the CGI System, or use the CGI System for commercial time-sharing, rental, outsource or service bureau use;

4.3.4. Commercially exploit the CGI System in any way;

4.3.5. Send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including but not limited to material that violates privacy rights;

4.3.6. Send or store Malicious Code in connection with the CGI System;

4.3.7. Interfere with or disrupt performance of the CGI System or the data contained therein;

4.3.8. Attempt to gain access to the CGI System or its related systems or networks in a manner not set forth in the Documentation;

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4.3.9. Access all or any part of the CGI System in order to build a product or service which competes with the CGI System;

4.3.10. Copy any features, functions, integrations, interfaces or graphics of the CGI System; or

4.3.11. Reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code contained within the CGI System.

The Master Agreement and any Order and associated SOW issued under the Master Agreement do not transfer any right of ownership in or related to the CGI System. Violation of the terms in this section may result in suspension of Services and Client access to the CGI System. CGI will suspend the Services and/or Client access to the CGI System only to the extent reasonably necessary. Unless CGI believes an immediate suspension is required, CGI will provide reasonable notice before suspending the Services and/or Client access to the CGI System.

5. Confidential Information

5.1. Permitted Use of Confidential Information

The parties are permitted to use the Confidential Information solely for the purpose of carrying out their respective responsibilities under the Master Agreement ("Purpose").

5.2. Ownership of Confidential Information

Confidential Information will remain the property of the furnishing party, and the receiving party will not be deemed by virtue of this Agreement or any access to the furnishing party's Confidential Information to have acquired any right, title or interest in or to the Confidential Information.

5.3. Protection of Confidential Information

The receiving party agrees: (i) to afford the furnishing party's Confidential Information at least the same level of protection against unauthorized disclosure, access, or use as the receiving party normally uses to protect its own information of a similar character, but in no event less than reasonable care; (ii) to limit disclosure of the furnishing party's Confidential Information to the receiving party's own employees having a need to know the information for the Purpose; (iii) not to disclose the furnishing party's Confidential Information to any third party, except as permitted in this Subsection 5.3; (iv) to use the furnishing party's Confidential Information solely and exclusively in accordance with the terms of the Master Agreement in order to carry out its obligations and exercise its rights under the Master Agreement; (v) not to disassemble, decompile or reverse engineer any of the furnishing party's Confidential Information; and (vi) to notify the furnishing party promptly of any unauthorized disclosure, access, or use of the furnishing party's Confidential Information and cooperate with and assist the furnishing party in every reasonable way to stop or minimize such unauthorized disclosure, access, or use. Notwithstanding anything to the contrary in this Subsection 5.3, either party may disclose Confidential Information to its attorneys, auditors, insurers, accountants, or Client-approved subcontractors for the purposes of reporting to or seeking advice from the relevant party; provided, however, that every person to whom disclosure is made pursuant to this Subsection 5.3 is bound by

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enforceable obligations to protect Confidential Information to the same extent as if it were a party to the Master Agreement.

5.4. Disclosure Required by Law

If the receiving party receives a subpoena or other valid administrative or judicial notice requesting the disclosure of the furnishing party's Confidential Information, the receiving party will promptly notify the furnishing party if permitted by law. If requested, the receiving party will provide reasonable cooperation to the furnishing party in resisting or limiting the disclosure at the furnishing party's expense. Subject to its obligations stated in the preceding sentence, the receiving party may comply with any binding subpoena or other process to the extent required by law, but will in doing so make reasonable efforts to secure confidential treatment of any materials disclosed.

5.5. Treatment of Confidential Information on Expiration or Termination of Agreement

Upon expiration or termination of an Order or at the furnishing party's request: (i) the receiving party will (at the furnishing party's option) return or completely destroy the Confidential Information provided by the furnishing party, and (ii) the receiving party will not retain any copies (complete or partial) of the furnishing party's Confidential Information, except as permitted by this Subsection 5.5. The receiving party may retain copy(ies) of Confidential Information as required by applicable laws, regulations, or internal information retention policies, or as necessitated by operation of receiving party's automatic back-up system, provided that the receiving party shall continue to be subject to the confidentiality obligations of this Section 5 with respect to Confidential Information so retained. Upon the written request of the furnishing party, the receiving party shall certify in writing that it has complied with the obligations set forth in this Subsection.

5.6. Continuing Obligation to Protect Confidential Information

Each party's obligations to protect Confidential Information will remain in full force and effect for a period of five (5) years following expiration or termination of an Order. After that five (5) year period, each party's obligations to protect the Confidential Information of the other party will cease, except that the obligation to protect the confidentiality of the other party's trade secrets (including proprietary software and related materials owned by the party and its licensors) will continue in perpetuity.

5.7. Injunctive Relief

Each party agrees that if a court of competent jurisdiction determines that the receiving party has breached, or attempted or threatened to breach, any of its confidentiality obligations to the furnishing party or the furnishing party's proprietary rights, money damages will not provide an adequate remedy. Accordingly, the furnishing party will be entitled to seek appropriate injunctive relief and other measures restraining further attempted or threatened breaches of such obligations.

6. Indemnification

CGI's indemnification obligations are set forth in Attachment A to the Master Agreement.

7. Term and Termination

7.1. Term

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The term of each Order and, if applicable, associated Statement of Work, will be as set forth in the Order, unless earlier terminated in accordance with this Section 7.

7.2. Termination for Convenience

7.2.1. Except as otherwise set forth in an Order or Statement of Work, Client will have the right to terminate an Order and, if applicable, associated Statement of Work, for convenience with ninety (90) calendar days prior written notice to CGI. Notwithstanding the preceding sentence, Client may only terminate Cloud Services for convenience with ninety (90) calendar days written notice to CGI provided Client has paid in full the Cloud Services Fees for the then current annual Cloud Services Period; otherwise, Client may only elect to not renew Cloud Services with no less than ninety (90) calendar days written notice prior to the expiration of the then Cloud Services Period. Any election to not renew does not relieve Client of its obligations to pay Cloud Services Fees, or other amounts, past due under the Master Agreement.

7.2.2. If Client terminates an Order and, if applicable, an associated Statement of Work, for any reason other than CGI's material breach of contract, Client shall pay to CGI the Early Termination Fee(s), if any, specified in the applicable Order. Such Early Termination Fee(s) are exclusive of any fees for Transition Services described in Section 7.5

7.3. Termination for Cause

7.3.1. If a party believes that the other party has committed a Breach, then that party may provide written notice in accordance with the notice procedures specified in the Master Agreement describing the alleged Breach in reasonable detail and containing a reference to this Section. If the breaching party does not, within thirty (30) calendar days after receiving notice of the Breach, either (i) cure the Breach or (ii) if the Breach is not one that can reasonably be cured within thirty (30) calendar days, develop a plan to cure the Breach and diligently proceed according to the plan, then the non-breaching party may terminate the applicable Order and, if applicable, associated Statement of Work for cause by providing separate written notice of termination to the breaching party. Prior to termination of an Order and associated Statement of Work for cause, the party receiving the initial notice under this Subsection will be afforded an opportunity to meet with a senior management representative of the non-breaching party to explain its position. If Client's election to terminate an Order and associated Statement of Work for cause under this Section is determined by a court of competent jurisdiction to have been wrongful, then the termination will automatically be considered a termination for convenience.

7.3.2. Notwithstanding the preceding Subsection, if Client breaches the Solution access restrictions specified in Schedule B or its nondisclosure obligations under the Master

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Agreement, CGI will have the right, without affecting any other rights and remedies CGI may have, to terminate the applicable Order(s) and associated Statement(s) of Work immediately upon written notice to Client.

7.3.3. Termination of the Agreement for cause will be in addition to, and not in lieu of, other remedies available to the terminating party under the Master Agreement.

7.4. Effects of Termination

Upon expiration or termination of an Order for Cloud Services for any reason Client's right to access the Solution under the Agreement will immediately terminate and the parties will satisfy the obligations set forth in this Section:

7.4.1. Client will cease all access to the CGI System.

7.4.2. Client will promptly pay CGI all amounts owed under the Master Agreement including, but not limited to fees for Cloud Services, Project Services, and other SaaS Services.

7.4.3. Each party will return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party.

7.4.4. CGI will disposition Client Data as described in this Subsection.

7.4.4.1. Upon receipt of a notice of termination from Client, CGI promptly schedule a meeting with Client to negotiate and document a schedule for CGI delivery of one or more copies of Client Data to Client, with all such deliveries to be scheduled to be completed before the effective date of termination.

7.4.4.2. Client Data will be delivered in CGI System format.

7.4.4.3. The first such delivery will be at CGI expense.

7.4.4.4. Client request for more than one delivery of a copy of Client Data or for delivery of a copy of Client Data in other than CGI System format will be addressed through the Change Control Process, with resulting CGI costs reimbursed by Client and resulting CGI fees charged at CGI's then-current applicable rates for such services.

7.4.4.5. In the event that Client engages CGI in Transition Services pursuant to Subsection 7.4.5, the parties will coordinate CGI delivery of Client Data copies with the Transition Services.

7.4.4.6. Except as otherwise provided in this Subparagraph, within ten (10) Business Days of the effective date of termination, CGI will destroy all Client Data. CGI may retain Client Data occasionally entered into the Ticketing System as part of the Cloud Services. Such retained Client Data will be subject to the provisions of Section 5 (Confidential Information).

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7.4.5. Within thirty (30) calendar days after the expiration or termination of an Order and associated Statement of Work for any reason, Client will, at CGI's option, either deliver to CGI or destroy the original and all copies (including partial copies) of CGI Materials, all CGI Confidential Information, and any other materials provided by CGI under the applicable Order and associated Statement of Work, including copied portions contained in derivative works, and certify in writing to CGI that Client has fully performed its obligations under this Subsection.

7.5. Transition Services on Termination

CGI's obligations to a Client for transition assistance are set forth in Section 31 of Attachment A to the Master Agreement.

7.6. Survival on Termination

Any provision of the Master Agreement that imposes or contemplates continuing obligations on a party will survive the expiration or termination of an Order and associated Statement of Work, such as provisions addressing limitation of liability, indemnification, Force Majeure, and confidentiality. The termination of any particular Order or Statement of Work will not affect the parties' respective rights, duties and obligations under any other Order or Statement of Work then in effect.

8. Limitation of Liability

Limitations on the parties' liability are set forth in Section 13.B of Attachment A to the Master Agreement.

9. Records and Audits

9.1. Records

Client and CGI each agree to keep clear and accurate records relating to their activities under the Master Agreement for the time period specified in the Order for records retention.

9.2. Client Audits Concerning the CGI System

CGI obligation to support Client-required audits relating to the Cloud Services are specified in Schedules C and E.

9.3. Other Audits

The parties will have the additional audit rights specified in this Section. Client will have the right to conduct audits under this Subsection to verify amounts invoiced by CGI under the Master Agreement. CGI will have the right to conduct audits to verify that Client use of the Solution complies with the Master Agreement. Audits pursuant to this Subsection will be conducted:

9.3.1. At the expense of the party requesting the audit;

9.3.2. During Business Hours on reasonable written advance notice of not less than thirty (30) calendar days;

9.3.3. Not more frequently than annually; and

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9.3.4. By an independent third party Auditor that:

9.3.4.1. Is not paid on a contingency or other basis related to the outcome of the audit;

9.3.4.2. Has executed a confidentiality agreement with the party requesting the audit in a form reasonably acceptable to both parties that at a minimum prohibits the Auditor from using or divulging to third parties or information obtained in connection with the audit; and

9.3.4.3. In the case of Client audits of CGI, is not a competitor with CGI in the public sector Enterprise Resources Planning solutions market.

10. Law and Disputes

10.1. Governing Law

Any claim, controversy or dispute arising under or related to the Master Agreement will be governed by the laws of state in which Client maintains its principal location to be specified in the applicable Order, without regard to any provision of the laws of that state that would require or permit the application of the substantive law of any other jurisdiction. Notwithstanding anything to the contrary, the parties expressly agree that the provisions of the Uniform Commercial Code (UCC) as enacted under state and federal law, and the Uniform Computer Information Transactions Act (UCITA) as set forth in any applicable state statute, or as may be amended or modified, applicable as of the effective date of the applicable Order or thereafter, will not apply to the Master Agreement.

10.2. Informal Dispute Resolution

At the written request of either party, the parties will attempt to resolve any dispute arising under or relating to the Master Agreement through the informal means described in this Subsection. Each party will appoint a senior management representative who does not devote substantially all of his or her time to performance under the Master Agreement. The representatives will furnish to each other all non-privileged information with respect to the dispute that the parties believe to be appropriate and germane. The representatives will negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. Formal proceedings for the resolution of the dispute may not be commenced until the earlier of: (i) the designated representatives conclude that resolution through continued negotiation does not appear likely; or (ii) thirty (30) calendar days have passed since the initial request to negotiate the dispute was made; provided, however, that a party may file earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or to apply for interim or equitable relief.

10.3. Waiver of Jury Trial

This Subsection 10.3 does not apply to Clients located in the State of California. The parties waive all right to a jury trial with respect to any and all issues in any action or proceeding arising out of or related to the Agreement.

10.4. Arbitration

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Any question or dispute arising out of or relating to the Master Agreement will be settled by arbitration in accordance with the American Arbitration Association's Commercial Arbitration Rules and the Supplementary Procedures for Large, Complex Disputes, and judgment on the award may be entered in any court having jurisdiction. The seat of the arbitration will be Washington, D.C. Each party will, upon written request of the other party, promptly provide the other with copies of all relevant documents. There shall be no other discovery allowed. The arbitrators will have no authority to award any damages that are excluded by the terms and conditions of the Master Agreement. The cost of arbitration will be shared equally by the parties. Either party will have the right to apply at any time to a judicial authority for appropriate injunctive or other interim or provisional relief, and will not by doing so be deemed to have breached its agreement to arbitrate or to have affected the powers reserved to the arbitrators.

10.5. Limitation of Actions

No proceeding, regardless of form, arising out of or related to the Master Agreement may be brought by either party more than two (2) years after the accrual of the cause of action, except that (i) proceedings related to violation of a party's proprietary rights or any duty to protect Confidential Information may be brought at any time within the applicable statute of limitations, and (ii) proceedings for non-payment may be brought up to two (2) years after the date the last payment was due.

10.6. Exports

Each party agrees that it will not knowingly export or re-export, directly or indirectly, any technical data or product derived from the other party to any destination to which such export or re-export is controlled, restricted or prohibited by U.S. law, without obtaining prior authorization from the U.S. government.

11. General Provisions

11.1. Nonexclusive Agreement

The Master Agreement does not grant to CGI any exclusive rights to do business with Client. Client may contract with other suppliers for the procurement of comparable services. Nothing in the Master Agreement will prevent CGI from marketing, developing, using and performing for others services similar to or competitive with the Services furnished to Client

11.2. Notices

Any legal notice or other communication required or permitted to be made or given by either party pursuant to the Master Agreement will be in writing in English, will be delivered to the address specified for notices in the Order, and will be deemed to have been duly given:

11.2.1. Five (5) Business Days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested;

11.2.2. When transmitted if sent by email, provided a hardcopy of the notice is promptly delivered by another means specified in this Subsection; or

11.2.3. When delivered if delivered personally or sent by express courier service.

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11.3. Force Majeure

Rights protecting each parties' failure to perform as a result of Force Majeure are set forth in Section 12 of Attachment A to the Master Agreement.

11.4. Reasonable Behavior

Each party will act in good faith in the performance of its respective responsibilities under the Master Agreement and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by the other party in order to perform its responsibilities under the Master Agreement.

11.5. Assignment

Limitations on the parties' assignment rights are set forth in Section 5 of Attachment A to the Master Agreement.

11.6. Severability

The provisions of the Master Agreement will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. In addition, if any provision of the Master Agreement, for any reason, is declared to be unenforceable, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the parties.

11.7. Publicity

Neither party may use the name of the other in connection with any advertising or publicity materials or activities without the prior written consent of the other party. However, CGI may include Client's name on CGI's client list and may describe briefly, and in general terms, the nature of the work performed by CGI for Client. The parties agree that following the initiation of Services, the parties will work towards developing a mutually agreeable press release and a statement for public use by the parties such as in marketing materials and in their reports to stockholders.

11.8. Waiver

The parties' waiver rights are set forth in Section 32 of Attachment A to the Master Agreement.

11.9. Third Party Beneficiaries

There are no intended third party beneficiaries of any provision of the Master Agreement.

11.10. Non-Solicitation

During the term of each Order and associated Statement of Work and for twelve (12) months after the expiration or termination of the last remaining Order and associated Statement of Work, neither party will, either directly or indirectly, solicit for employment or employ (except as permitted below) by itself (or any of its Affiliates) any employee of the other party (or any of its Affiliates) who was involved in the performance of the party's obligations under the Master Agreement, unless the hiring party obtains the written consent of the other party. The actual damages attributable to a breach of the provisions of this Subsection would be difficult to determine and prove. Accordingly, the parties agree that if either party

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breaches this Subsection, the breaching party will promptly pay the non-breaching party liquidated damages in an amount equal to the employee's annual salary (including bonuses and incentive compensation) prior to the breach, such sum being a reasonable measure of the damages reasonably anticipated by the parties. The foregoing provision will not:

11.10.1. Prohibit a general solicitation of employment in the ordinary course of business or prevent a party from employing any employee who contacts such party as a result of such an advertised general solicitation(unless the advertised general solicitation is undertaken as a means to circumvent; or conceal a violation of this clause); or

11.10.2. Be read so as to limit employment opportunities to an extent that would not be permitted under applicable law.

11.11. Digital Signature; Counterparts

Each Order and Statement of Work issued under the Master Agreement may be signed in ink or digitally in one or more counterparts, each of which will be deemed to be the original Order or Statement of Work. Any copy of an Order or a Statement of Work made by reliable means will be considered the original.

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Schedule B – CGI Advantage® Cloud Solution Access Terms

This Schedule B sets forth the terms and conditions governing Client's access to and use of the CGI Advantage® Cloud Solution where Client and CGI enter into an Order for Cloud Services.

1. Client Access to and Use of the Solution

1.1. Access to and Acceptance of the Solution

Subject to Client having entered into an Order for Cloud Services and having met its payment obligations under the applicable Order, CGI hereby grants to Client a limited, non-exclusive, non-transferable right to access and use the Solution exclusively for its own internal business purposes during the term of, and in accordance with the terms of, the applicable Order and the Master Agreement.

1.2. Terms and Conditions Governing Client Use of the Cloud Applications

All rights of Client in and to the Cloud Applications will be governed by the terms and conditions of the applicable Order and the Master Agreement, and, with respect to the Bundled Applications, any applicable supplier terms and conditions attached to or referenced in the Order, as amended. In the event of conflict between the terms and conditions of the Agreement and applicable attached supplier terms and conditions, the supplier terms and conditions take precedence as they relate to the applicable Bundled Application. Without limiting the generality of the immediately foregoing sentence, CGI does not itself give or make any warranty or indemnification of any kind with respect to the Bundled Applications. In addition, the Bundled Applications may contain or require the use of open source products. Any open source products incorporated in, or used with, the Solution are subject to the applicable open source license agreement. Violation by Client of the additional supplier terms and conditions attached to the Order may result in termination of Client's right to use the applicable Bundled Application(s) under the Agreement. Changes in the Solution which CGI may make from time to time may require updates or addition of Bundled Applications at Client's expense.

1.3. Additional Hosting Supplier Terms and Conditions

If the Solution Hosting Facility is not a CGI proprietary data center, the Order identifies the Third Party Hosting Supplier providing the Solution Hosting Facility. Client agrees to comply with all applicable terms and conditions published by the Third Party Hosting Supplier, if any, and referenced in the Order.

1.4. Changes in Third Party Supplier Terms and Conditions

Third party supplier terms and conditions, including pricing terms, governing the Bundled Applications and hosting of the Solution may be subject to change by the applicable third party supplier. CGI will notify Client in writing of any such pricing changes, which will be implemented through the Change Order Process. Client is responsible for making itself knowledgeable concerning, and complying with, such changes in other third party supplier terms and conditions.

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2. Internet Connectivity to the Solution

Client acknowledges that there are risks inherent in Internet connectivity and that CGI has no control over the privacy or integrity of any information when the same is outside of the Point of Demarcation of the Solution. Client is responsible for the availability of Client's network and dependent services (e.g. power) used for accessing the CGI System. CGI is not responsible or liable for Client's use of the CGI System, including without limitation transmission or receipt by Authorized Users of Confidential Information of any type, outside of the Point of Demarcation; any such use will be at Client's sole risk; CGI and its employees, associates and Affiliates will have no responsibility or liability in connection with such use including for any Client disclosure of Confidential Information.

3. CGI Right to Make Changes to the Solution

Notwithstanding anything to the contrary in the Master Agreement, CGI may make any changes in the CGI Solution that CGI determines in its sole discretion to be necessary or appropriate, including but not limited to changes in facilities, computer hardware, systems and/or applications software, including without limitation the Cloud Applications and Bundled Applications, programming languages, data communications, location of systems and service equipment, and associated third party supplier terms and conditions without notice or consent, except as required in this Section 3. Any change to associated third party supplier terms and conditions will be effectuated through written notice from CGI to Client. CGI will provide prior written notice (or, in the event of an emergency, prompt notice after the occurrence of such emergency) if CGI believes such changes have a reasonable likelihood of adversely affecting Client's use of the Solution.

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Schedule C – CGI Advantage® Cloud Support Program

This Schedule C specifies the Cloud Services and other benefits CGI provides to Client as part of the CGI Advantage® Cloud Support Program pursuant to, and except as modified by, an Order for Cloud Services.

1. Support Program Fundamentals

1.1. CGI Advantage® User Group Membership

As part of the Cloud Support Program, CGI will provide Client with membership in the CGI Advantage® User Group. This membership provides Client with the option to participate in various User Group activities such as the annual CGI Advantage® Forum, regional User Group meetings, and election of the User Group Steering Committee, which works closely with CGI on a variety of client topics. In addition to voting in the election, Client may nominate a candidate for election to the User Group Steering Committee.

1.2. CGI Advantage® Application Updates

As part of the Cloud Support Program CGI will provide Client with CGI Advantage® Updates periodically to add business features, address technical and functional compatibility with system software, make updates for ongoing regulatory changes and changes to business practices, and provide corrections for CGI Advantage® defects. CGI Advantage® Updates may require additional set-up, configuration, and/or adjustments to Bundled Applications possibly requiring the Change Order process. CGI determines, at its sole discretion, based on input from the User Group Steering Committee, the Product Roadmap including content and schedule of CGI Advantage® Updates. CGI Advantage® Updates vary in size and scope but are planned for quick deployment and testing with new features disabled upon release. CGI Advantage® Updates may include:

1.2.1. Feature Sets

1.2.2. Regulatory Updates

1.2.3. Technical Stack Compatibility Updates

1.2.4. Patches and Patch Sets

1.3. CGI Solutions Support Center

CGI provides Client with help desk support for the Solution via access to the CGI Solutions Support Center (“Support Center”), including phone and web support as follows:

1.3.1. Standard Hours of Operation. CGI Support Center personnel are available 8am ET to 9pm ET on Business Days.

1.3.2. Access Methods. The phone number is 800.321.0267. The secure web site available 24/7 is https://sc.cgi.com/solutionssupport/.

1.3.3. Support Materials. CGI provides product guides, software downloads, training and other support materials.

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1.3.4. Ticketing System. CGI provides an automated Ticketing System to manage delivery of the Cloud Services to Client, such as tracking of Incidents, Issues, and Requests.

1.3.5. Product Roadmap. CGI regularly posts product schedule updates on the Support Center.

1.3.6. Client Knowledge Sharing and Collaboration Space. CGI provides an area for clients to ask questions and share ideas, solutions and plans for use of CGI Advantage®.

1.4. Support Locations

CGI provides Cloud Services remotely or from CGI or third party supplier locations.

1.5. Change Order Process

The parties will employ the Change Order Process to address changes to the Cloud Services, such as:

1.5.1. Changes:

1.5.1.1. Required to achieve compliance with revised Client policies and standards after the Effective Date;

1.5.1.2. To mutually agreed business requirements including, but not limited to, the Processing Schedule, processing volumes exceeding the limits set in the applicable Order; and

1.5.1.3. Increasing costs of providing a third party Solution Hosting Facility.

1.5.2. Client requests for:

1.5.2.1. New initiatives or Services;

1.5.2.2. Additional reporting, measurement, or use of Client-specific tools and technologies by CGI; and

1.5.2.3. Procurement of additional environments, storage, or other infrastructure elements.

1.6. Single Go-Live

Go-Live for all Cloud Application components will occur as a single event (i.e., not be staged over a period of time).

1.7. SLA as a Sole Remedy

CGI provides the Cloud Services in a manner that meets or exceeds applicable Service Levels specified in the Service Level Agreement. For any failure of the Cloud Services to meet or exceed the applicable Service Levels, Client's remedy shall be as specified in the Service Level Agreement. Such remedy will be Client's sole and exclusive remedy and CGI's sole and exclusive obligation and liability regarding such failure.

1.8. Sensitive Data

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Client will not include Sensitive Data in reports to CGI of Issues, Incidents, Requests or any other Client communications with CGI.

2. Written Deliverables

This section lists and details, in tabular format, the CGI Written Deliverables provided by CGI as part of the Cloud Services. These Written Deliverables are cross-referenced in Section 3 as appropriate. Written Deliverables are subject to the Acceptance Process in accordance with Schedule G.

No.	Written Deliverable	Written Deliverable Description
1	Operational Framework	The Operational Framework details the steps Client and CGI will follow to interact with each other, such as when to use which contact mechanism, cutoff times for processing changes, agreed upon "what to do when" procedures, as well as forms required as part of certain Client requests to CGI. This artifact also includes contact and escalation information for both parties. The Operational Framework is a living document updated throughout the Master Agreement term. The Written Deliverable is a Microsoft Word file distributed as an Adobe pdf file.
2	Technical Architecture and Environment Overview	The Technical Architecture and Environment Overview describes the proposed technical architecture and includes blueprints for the Solution based on requirements identified during the Pre-Go-Live Phase, and a logical diagram of the relevant elements of the production and non-production Cloud Applications. This logical diagram provides a high-level, architecture topology including physical and virtual components and relevant network traffic details (exclusive of CGI IP addresses and sensitive information) for both production and non-production environments. The Written Deliverable is a Microsoft Visio diagram distributed as an Adobe pdf file.
3	Platform Test Criteria and Results	The Platform Test Criteria and Results documents the criteria and associated results of the platform test performed by CGI. It confirms the CGI System elements were installed correctly and interoperate as expected. Tests are intended only to validate the platform functionality; functional and performance testing are addressed separately. The Written Deliverable, approximately five pages in length and absent any Sensitive Data, is created as a Microsoft Word file and distributed as an Adobe pdf file.
4	Technical Readiness Checklist	The Technical Readiness Checklist consists of detailed documentation of areas of consideration, their owner and relevant criteria to be considered prior to a go/no-go decision. This is not the functional go/no-go criteria list or the cutover plan itself, but rather the checklist of items to be completed before Go-Live (e.g., communicate to team X about Y, notify vendors on X date). The Written Deliverable is a Microsoft Excel file distributed as such.
5	Technical Cutover Plan	The Technical Cutover Plan consists of the detailed steps required to perform the technical production cutover process. Draft document will be created mid- Pre-Go-Live Phase and enhanced/modified during the mock cutover process(es), both in accordance with the Project Schedule. Timing of associated steps will be documented to facilitate final cutover planning. Details include the preparation of data to be loaded into the Cloud Applications, turning on/off elements as part of cutover (e.g., using real email addresses rather than test ones for vendors). The Written Deliverable is a Microsoft Excel file distributed as such.

3. Cloud Services and the Parties' Associated Responsibilities

This Section specifies the Cloud Services, distinguishes the Pre-Go-Live and Ongoing Phases of the Cloud Services, and identifies the ten (10) categories of Cloud Services that CGI will provide. For each such category, this Section specifies, for both Pre-Go-Live and Ongoing Phases, the Cloud Services and Written Deliverables that CGI will provide and the respective responsibilities of the parties.

During the Ongoing Phase of each Cloud Service category specified in this Section, unless otherwise specified, CGI will continue to provide Pre-Go-Live Phase Cloud Services, and CGI and Client Pre-Go-Live Phase responsibilities will continue. During the Ongoing Phase, CGI will update Written Deliverables provided during the Pre-Go-Live Phase that are designated as living documents. Ongoing Phase Cloud Services commence on Go-Live Date unless otherwise specified.

3.1. Relationship and Contract Management Services

3.1.1. CGI Responsibilities during Pre-Go-Live Phase

3.1.1.1. Provide Written Deliverable No. 1 – Operational Framework

3.1.1.2. Designate a Pre-Go-Live Phase manager who will coordinate technical Pre-Go-Live activities with the Client and within CGI. The Pre-Go-Live Phase manager will participate in the Cloud Services from commencement of the Pre-Go-Live Phase through the Go-Live Date.

3.1.1.3. Perform monthly engagement status and assessment meetings. Perform CGI's Customer Satisfaction Assessment Program survey process with Client twice annually.

3.1.1.4. Define and document key relationship and business operations elements like points of contact, escalation, scheduling, business process monitoring, status reporting, and other procedural items. Define the operating model between the parties in the form of the Operational Framework.

3.1.1.4.1. Define, document and maintain a living Contact and Escalation List work product, outlining the mutually agreed communication protocols such as escalation and call out procedures, including responsible parties and a finite number of designated points of contact for each (i.e., two (2) to three (3) named individuals per party), including which CGI point(s) of contact are appropriate for Security Incident notifications.

3.1.1.4.2. Document how CGI will assume responsibility for maintenance and support of the new Cloud Application(s) including assimilation and transition from the Client to CGI staff, as appropriate. For example, mutually agreed requirements of batch processing executions (e.g., typical number of checks produced each run) and unique batch

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processing outcomes of special runs will be communicated from the Client to CGI.

3.1.1.4.3. Define and document monitoring, remediation, escalation, and support procedures for Cloud Application operations.

3.1.2. Client Responsibilities during Pre-Go-Live Phase

3.1.2.1. Provide and maintain named Client individuals as primary and secondary points of contact, including which Client point(s) of contact are appropriate for Security Incident notifications, and comply with communication protocols.

3.1.2.2. Make Client staff and Client systems that are interdependent with the Solution available during the Hours of Availability.

3.1.2.3. Coordinate with CGI staff for services, support, scheduled testing, Scheduled Maintenance or other needs, responding promptly to CGI information requests.

3.1.2.4. Participate twice annually in the CGI Customer Satisfaction Assessment Program survey process.

3.1.2.5. Assist in problem identification and resolution as it relates to the Client's data, staff, and/or procedures as well as Issues or Incidents with CGI System and appropriate interaction with interfacing entities.

3.1.2.6. Follow the Acceptance Process specified in Schedule G for the Written Deliverables.

3.1.2.7. Notify CGI in advance of any changes to Client-provided information referenced in this Schedule C.

3.1.2.8. Report any Issues or Incidents to CGI using CGI's Ticketing System and process. To be considered reported, Issues and Incidents tickets must include details to clearly identify specifics of the Issue or Incident that allow CGI to recreate, troubleshoot and resolve, including, but not limited to, impacted module/function, screenshots, steps to recreate with expected versus actual outcome, and number of users impacted.

3.1.2.8.1. Incidents: Report Incidents in the Ticketing System using the Incident indicator "Managed Services."

3.1.2.8.2. Issues: Report Issues in the Ticketing System using an Issue indicator naming the applicable Cloud Application in which the problem was encountered.

3.1.2.8.3. Requests: Submit CGI Requests to the Ticketing System using the Incident indicator "Managed Services." Requests should be marked

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as such in the description to distinguish them from Issues or Incidents.

3.1.3. CGI Responsibilities during Ongoing Phase

3.1.3.1. Produce and provide a status report on Service Level performance at the frequency and with the information specified in the Service Level Agreement.

3.1.3.2. Provide support as necessary for Client audits of the Solution during Business Hours, not to exceed more than eight (8) hours over a single thirty (30) day period annually.

3.1.4. Client Responsibilities during Ongoing Phase

No additional responsibilities.

3.2. Technical and Operational Management

3.2.1. CGI Responsibilities during Pre-Go-Live Phase

3.2.1.1. Perform Incident management and resolution.

3.2.1.2. Maintain third party supplier support contracts for the CGI System (i.e., system software).

3.2.1.3. Hosting Facility Configuration. Configure Hosting Facility infrastructure for Cloud Application(s) environments and establish the infrastructure management strategy, standards, procedures and third party supplier management.

3.2.2. Client Responsibilities during Pre-Go-Live Phase

3.2.2.1. Provide, manage, and operate Client employee workstation hardware, software, and other onsite Client equipment.

3.2.2.2. Provide remote hands support for any physical activities related to infrastructure equipment at the Client site, such as equipment resets, if necessary, as requested by CGI.

3.2.3. CGI Responsibilities during Ongoing Phase

3.2.3.1. Commencing with the standard CGI audit cycle following the first full year of production operations, provide an annual SSAE No. 18 SOC 1 Type 2 report for the Solution Hosting Facility infrastructure; subject to reasonable advance notice and applicable confidentiality and other restrictions of the Solution Hosting Facility supplier.

3.2.4. Client Responsibilities during Ongoing Phase

3.2.4.1. Provide level 1 help desk support for the Cloud Application(s), such as initial triage and primary contact with the end users reporting Issues or Incidents,

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and the logging and documentation of reported Issues or Incidents. Issues or Incidents with CGI System that cannot be resolved by the Client's Level 1 Help Desk support will be submitted to CGI via the Ticketing System.

3.3. Network Management

3.3.1. CGI Responsibilities during Pre-Go-Live Phase

3.3.1.1. Define network and telecommunications Pre-Go-Live tasks, provision infrastructure, and install/configure/test network elements in support of CGI System, leading the testing of all applicable network connectivity points.

3.3.1.2. Provide Internet access to Cloud Applications in the Solution Hosting Facility and Disaster Recovery Hosting Facility, as applicable. The estimate of bandwidth required is based on sizing information provided by Client as specified in Section 7 of the applicable Order.

3.3.2. Client Responsibilities during Pre-Go-Live Phase

3.3.2.1. Provide CGI required information and access to knowledgeable resources to assist in the definition of network and telecommunications requirements; this will include information from any third parties for which the Client is responsible.

3.3.2.2. Coordinate and manage activities related to configuring and authorizing CGI's network connectivity to the Client network, if necessary.

3.3.2.3. Provision, configure, maintain, and manage secure integrations, and transmissions for interfaces or files as well as SMTP electronic mail services sent from the Cloud Application(s).

3.3.2.4. Provision, manage, and maintain adequately-sized network services from the Client's WAN to end-user locations.

3.3.2.5. Participate as needed in testing CGI and Client network connectivity points.

3.3.3. CGI Responsibilities during Ongoing Phase

No additional responsibilities.

3.3.4. Client Responsibilities during Ongoing Phase

No additional responsibilities.

3.4. Physical/Virtual Environment and Storage

3.4.1. CGI Responsibilities during Pre-Go-Live Phase

3.4.1.1. Identify and collect from the Client environment elements (e.g., data, configuration settings, documentation) required for the Cloud Application(s) and other available related documentation and information regarding the environmental Pre-Go-Live requirements.

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3.4.1.2. Determine CGI System environment(s) size based on the information provided by Client and specified in Section 7 of the applicable Order.

3.4.1.3. Provide, install, and maintain hardware, operating system, database, monitoring, and other software required to support the CGI System.

3.4.1.4. Perform CGI System monitoring as CGI determines necessary to support the Solution.

3.4.1.5. For Cloud Application(s), provide one (1) production environment and two (2) non-production environment(s), each with a copy of the production data. The non-production environments support peak concurrent use up to fifty (50) users.

3.4.1.5.1. Patch Cadence Environment: One (1) non-production environment is used for Client testing following CGI implementation of Patches or Patch Sets.

3.4.1.5.2. Update Cadence Environment: One (1) non-production environment is used for client testing following CGI's implementation of Feature Set, Regulatory or Technical Stack Compatibility Updates.

3.4.1.6. Install and configure the CGI System storage infrastructure to support the Cloud Application(s). Expandable storage of the type appropriate to the respective environment is allocated as needed within the limits defined in Section 7 of the applicable Order.

3.4.1.6.1. Provision and allocate storage capacity for the Cloud Application environments.

3.4.1.6.2. Perform storage growth analysis and monitoring, capacity and performance management to support the solution environments.

3.4.1.6.3. Perform backups and operational restoration testing and validation.

3.4.1.7. Define requirements and perform set-up of the requisite environment configuration to support the Cloud Application(s). This includes, but is not limited to, configuration of operating system, database and port settings; naming and other conventions for use by the Client and CGI; and system user access.

3.4.2. Client Responsibilities during Pre-Go-Live Phase

3.4.2.1. Support CGI's environment setup activities by providing environment elements identified in item 3.4.1.1 above.

3.4.2.2. Provide secure integrations and transmissions as well as SMTP mail services as noted in Section 3.3.2 above including the provision, management and maintenance of any required environment(s) and/or storage.

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3.4.3. CGI Responsibilities during Ongoing Phase

No additional responsibilities.

3.4.4. Client Responsibilities during Ongoing Phase

No additional responsibilities.

3.5. Cloud Application Environments

3.5.1. CGI Responsibilities during Pre-Go-Live Phase

3.5.1.1. Provide Written Deliverable No. 2 – Technical Architecture and Environment Overview – and Written Deliverable No. 3 –Platform Test Criteria and Results.

3.5.1.2. Define, configure, manage and maintain the databases required for the Cloud Application(s). Provide database administration support including configuration and monitoring.

3.5.1.3. Provide and install the Cloud Application(s). Document the timing and readiness date of each Cloud Application within each environment in the Project Schedule.

3.5.1.4. On the readiness date per Section 3.5.1.3, provide online access to the Cloud Applications for the project activities absent the need to schedule maintenance during those hours to achieve project goals.

3.5.1.5. Define, implement and manage the Client's CGI System into the Scheduled Maintenance process. The CGI System will be unavailable during Scheduled Maintenance, the planned dates of which CGI documents via the Processing Schedule, including Sundays from 12am ET to Monday 6am ET weekly.

3.5.2. Client Responsibilities during Pre-Go-Live Phase

3.5.2.1. Provide relevant documentation detailing the Client's current application configuration.

3.5.2.2. Define and perform associated application Pre-Go-Live and configuration to support business needs, such as setting up users, application control tables, parameters and data such that it meets the Client's business processing needs.

3.5.2.3. Provide support for reporting including, but not limited to, creating, maintaining, and resolving Issues or Incidents with custom Client reports.

3.5.2.4. Execute testing including user acceptance testing and full production data (i.e., user and transaction volume) performance/load testing in support of the Pre-Go-Live Phase.

3.5.3. CGI Responsibilities during Ongoing Phase

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3.5.3.1. Provide online access to the Cloud Applications during Hours of Availability. CGI may add Scheduled Maintenance in the event:

3.5.3.1.1. Of an urgent business necessity, to coincide with times of minimal Solution traffic or use for Client and on reasonable advance notice to Client; or,

3.5.3.1.2. CGI determines that a failure to do so may harm CGI or Client, immediately on notice to Client at any time of day.

In either case, CGI will make reasonable efforts to obtain Client's prior written approval of the institution of such Scheduled Maintenance.

3.5.4. Client Responsibilities during Ongoing Phase

No additional responsibilities.

3.6. Cloud Application Maintenance

3.6.1. CGI Responsibilities during Pre-Go-Live Phase

3.6.1.1. Provide CGI Advantage® scripts used to sanitize Client's sensitive information from data stores. Customize scripts as needed for Client-specific sanitization requirements due to business needs. Execute scripts against Client data in one non-production environment 2-3 months prior to Go-Live, immediately following Go-Live, and then as needed to support the Services. Move resulting data to internal CGI support environment(s).

3.6.1.2. Perform Issue management and resolution.

3.6.1.3. Provide Critical and Serious Issue Patches once available.

3.6.1.4. Patch Cadence: Provide Issue Patches as part of the CGI Advantage® Updates. CGI implements these on a regular schedule to the Patch Cadence Environment. Following the Client testing window, CGI deploys the Patches to the other non-production and production environments.

3.6.1.5. Provide configuration management and application code version control and tracking for the Cloud Application(s).

3.6.2. Client Responsibilities during Pre-Go-Live Phase

3.6.2.1. Support preparation of internal CGI support environment(s) by accommodating the use of one non-production environment for tasks outlined in Section 3.6.1.1. Review scripts to provide requirements for script customization and provide approval of final scripts and sanitized data prior to CGI use.

3.6.2.2. Establish and perform application functional support and configuration activities such as workflow configuration, adding users to workflows, maintaining workflow metadata, maintaining centralized master data codes,

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and providing support for the maintenance of decentralized master data codes.

3.6.2.3. Execute testing, including user acceptance testing, in support of CGI Advantage® Updates, including interfaces, reports and forms prior to production migration. Testing generally will include the Client executing transactions and/or jobs in the Patch Cadence Environment. Testing for the Patch Cadence is available for two (2) weeks prior to the Patches moving to subsequent environments.

3.6.2.4. Provide business intelligence (e.g., queries and reports) reporting analysis and end user support such as training and supporting the end users on how to develop efficient and accurate custom ad-hoc queries/reports and appropriate times and methods to execute them.

3.6.3. CGI Responsibilities during Ongoing Phase

No additional responsibilities.

3.6.4. Client Responsibilities during Ongoing Phase

No additional responsibilities.

3.7. Operations Management

3.7.1. CGI Responsibilities during Pre-Go-Live Phase

3.7.1.1. Provide the Processing Schedule template, and assist Client with completion for the Pre-Go-Live Phase and the first year of production operations beyond the Go-Live Date. Update the Operational Framework with the Processing Schedule.

3.7.1.2. Install the Cloud Applications batch framework for the production environment.

3.7.1.2.1. Define and establish interface, reporting, and batch job controls per the Processing Schedule. This includes the Client-provided timing, dependencies, and expected outcome of each interface, report and batch job within each schedule element.

3.7.1.2.2. Using information provided by the Client, define input/access/distribution requirements for interfaces, reports, and batch job outputs. This includes transmission of data exclusively through secure electronic means directly to and from Client staff or designated third party interfacing entities. It also includes providing a mechanism to schedule Client reports and outputs, making them available electronically to authorized users as required by the Processing Schedule.

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3.7.1.2.3. Develop and/or modify scripts to appropriately process interface files from/to the client designated location to/from the Cloud Application(s).

3.7.1.3. Support testing to validate the operations services are working as expected. This includes testing CGI's responsibilities for interface files, forms, reports, and CGI Advantage® Updates as needed.

3.7.1.4. Deliver production data to non-production environment(s) per the Processing Schedule. This service generally is expected to occur infrequently (i.e., not more than once (1) per month unless required to address a Critical/Serious Issue).

3.7.1.5. For at least thirty (30) days prior to Go-Live, perform production batch operations to support testing activities to verify expected operational outcomes to the Client; results deviating from mutually agreed business requirements will be addressed as part of this testing process.

3.7.1.6. Report any Incidents with interface, report or batch job configuration and/or processing to the appropriate Client contact(s) for resolution.

3.7.2. Client Responsibilities during Pre-Go-Live Phase

3.7.2.1. Provide documentation for:

3.7.2.1.1. All interface files including file locations, anticipated size, format, and frequency.

3.7.2.1.2. User access for the exchange of interface files via the designated secure transmission mechanism. Additionally, as necessary, establish means to distinguish and support the handling of interface files (e.g., production vs. non-production).

3.7.2.1.3. Technical specifications required to establish connectivity to Client-provided secure transmission mechanism.

3.7.2.1.4. Interface and reporting operational requirements and Processing Schedule. Requirements include the timing, dependencies, and expected outcome of each interface and reporting job within each of the batch schedules.

3.7.2.2. Establish, configure, manage and maintain Client integrations (i.e., through CGI Advantage® Connect).

3.7.2.3. Establish the Processing Schedule per the Project Schedule, using CGI's template and assistance as needed, to identify requirements for Cloud Application(s) business operations events.

3.7.2.4. Provide support for testing and remediation of Issues or Incidents related to interface files or connectivity. Conduct system and integration testing on all

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interfaces, reports and forms in non-production environments. In addition, conduct full production-volume performance testing on all interfaces in non-production environments prior to migrating into the production environment. Testing and remediation responsibilities include, but are not limited to, resolving Incidents where the file is not in the expected location or format, the file is incomplete, access is unsuccessful, or interface software is not performing as expected.

3.7.2.5. Coordinate the timely availability of data within a mutually agreed timeframe and format through secure transmission mechanism directly from Client's facility or third party facility in advance of the expected job schedule to ensure on time processing. All data files will be delivered to predetermined location and contain the appropriate content with confirmed data integrity.

3.7.2.6. Develop and/or modify Client scripts to appropriately process interface files to/from the Client secure transmission mechanism.

3.7.2.7. Notify and coordinate with CGI any required mutually agreed scheduling changes no later than four (4) hours prior to the start of the item being scheduled (e.g., prior to the start of the batch processing schedule in which a job timing is being modified).

3.7.2.8. Provide for report scheduling, distribution and output handling as well as Issue resolution for Client-specific reports.

3.7.2.9. Provide timely validation of the application output associated with application configuration, use, and functional application management (i.e. outside of CGI's purview).

3.7.2.10. Provide at least sixty (60) days advance notice of any anticipated increase in processing volumes over twenty percent (20%) outside of gradual and agreed upon growth projections, as outlined in Section 7 of the applicable Order.

3.7.3. CGI Responsibilities during Ongoing Phase

3.7.3.1. Update the Operational Framework with the updated Processing Schedule annually.

3.7.3.2. Perform batch operations, delivery of production data to non-production environment(s), and Scheduled Maintenance per the Processing Schedule.

3.7.3.3. Perform updates to processing scripts and backups for the Cloud Application(s) production environment as CGI determines to be necessary.

3.7.4. Client Responsibilities during Ongoing Phase

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3.7.4.1. Provide the updated Processing Schedule annually for each year in the Order term no later than ninety (90) calendar days preceding the beginning of the applicable year.

3.8. Disaster Recovery

3.8.1. CGI Responsibilities during Pre-Go-Live Phase

3.8.1.1. Create a Disaster Recovery guide for the Client participation in the CGI Disaster Recovery program for the production Cloud Applications. The guide documents the date and times for the Disaster Recovery exercise components, the access information and links to the Disaster Recovery site once it becomes available for the exercise, and testing limitations surrounding the exercise. Similar information is provided in the event of a Disaster.

3.8.1.2. Disaster Recovery planning activities are based on a maximum:

3.8.1.2.1. Recovery Point Objective of one (1) hour; and,

3.8.1.2.2. Recovery Time Objective of twelve (12) hours.

3.8.1.3. Perform the planning, configuration, and Pre-Go-Live activities required to establish a production Disaster Recovery environment at the Disaster Recovery Hosting Facility. Disaster Recovery services pertain only to the Client's production Cloud Application(s) (i.e., no non-production environments and not related to Client facilities). This Disaster Recovery environment does not become an active failover solution until the Go-Live Date.

3.8.2. Client Responsibilities during Pre-Go-Live Phase

No additional responsibilities.

3.8.3. CGI Responsibilities during Ongoing Phase

3.8.3.1. In the event of a Disaster, restore the production Cloud Application environments, databases, and network connectivity in accordance with targets in Section 3.8.1.2 to the Disaster Recovery Hosting Facility.

3.8.3.2. As part of the CGI Disaster Recovery program, perform one (1) scheduled Disaster Recovery test per year with a Client Disaster Recovery testing window of four (4) hours per test. CGI leads this test with some specific activities assigned to the Client in the Disaster Recovery guide. The test simulates the recovery of the production Cloud Application environments and databases but will leverage a separate access mechanism rather than interrupt production network access. Disaster Recovery test responsibilities include:

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3.8.3.2.1. Coordinate Client user access to the Disaster Recovery test environment;

3.8.3.2.2. Identify, document, and address Incidents discovered during a Disaster Recovery test; and

3.8.3.2.3. Provide a Disaster Recovery test results report to the Client.

3.8.4. Client Responsibilities during Ongoing Phase

3.8.4.1. Review and adhere to the information provided in the CGI provided Disaster Recovery guide, including limitations around test opportunities.

3.8.4.2. Create and maintain a Disaster Recovery test plan, specifically to document elements that Client will test.

3.8.4.3. Participate in the Disaster Recovery test and execute activities assigned to the Client.

3.8.4.4. Plan for any loss of the Client's facilities and/or connectivity required for end-user locations across the Client's WAN.

3.9. Production Cutover

3.9.1. CGI Responsibilities during Pre-Go-Live Phase

3.9.1.1. Provide Written Deliverable No. 4 –Technical Readiness Checklist – and Written Deliverable No. 5 –Technical Cutover Plan.

3.9.1.2. With input from the Client, identify mutually agreed transmission methodology and format for each cutover data source and create checklists, unload steps, and verification procedures as part of the Technical Cutover Plan.

3.9.1.3. Provide input into go/no-go decision and jointly perform production cutover with Client according to the Technical Cutover Plan.

3.9.1.4. Populate non-production environment(s) with production data after Go-Live Date.

3.9.2. Client Responsibilities during Pre-Go-Live Phase

3.9.2.1. Deliver end user training, including but not limited to, training new or existing users, training about additional functionality from CGI Advantage® Updates, maintaining and updating training materials and training environment data as needed.

3.9.2.2. Coordinate with CGI to provide the requested information to define the Technical Cutover Plan and Technical Readiness Checklist Deliverables.

3.9.2.3. Participate in the execution of the Technical Cutover Plan and Technical Readiness Checklist.

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3.9.3. CGI Responsibilities during Ongoing Phase

Not applicable.

3.9.4. Client Responsibilities during Ongoing Phase

Not applicable.

3.10. Update Services – Feature Set Updates

Unless otherwise specified in the Order, this Cloud Support Service will commence at Go-Live. The specific Feature Set to be used for each Update will be dependent on the available Feature Sets in effect when the applicable Update commences. Certain CGI and Client responsibilities from Sections 3.1 through 3.9 will apply to the Update Services in addition to those specified in this Section.

3.10.1. CGI Responsibilities during Updates

3.10.1.1. Perform the update to the Update Cadence Environment.

3.10.1.2. Update Written Deliverables, including the Operational Framework with any updated Processing Schedule elements, as necessary during, or at the conclusion of, the Update.

3.10.1.3. Update the existing Disaster Recovery guide, if needed. During Updates, the existing Disaster Recovery environment remains viable for the existing production environment until the Update Go-Live Date at which point it becomes viable for the newly updated production environment.

3.10.1.4. Update the remaining non-production and production environments per the Production Cutover Plan.

3.10.1.5. Decommission existing environments/data thirty (30) days after the Update Go-Live Date, as needed.

3.10.2. Client Responsibilities during Updates

3.10.2.1. Coordinate with third parties, such as financial institutions, and CGI to prevent comingling of existing production and non-production data, integrations or interface files with the Update environment(s).

3.10.2.2. Within sixty (60) days of Update deployment to Update Cadence Environment, perform testing, validation and training as needed.

3.10.2.3. Provide updates to the Processing Schedule, if needed.

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Schedule D – CGI Advantage® Cloud Warranty Program

This Schedule D describes the CGI Advantage® Cloud Warranty Program and specifies the warranty obligations of the parties.

1. General Warranties

1.1. Authority Warranty

Each party warrants that it has the authority to enter into the each Order and associated Statement of Work authorized under the Master Agreement.

1.2. Compliance with Laws

Each party will comply with all laws and regulations applicable to performance of its obligations under the Master Agreement.

2. Solution Warranties

2.1. CGI Advantage® Application Warranty

CGI warrants that during the term of each Order for Cloud Services the Cloud Applications will perform substantially in accordance with applicable Documentation and that Cloud Application functionality will not materially decrease. As Client's exclusive remedy and CGI's sole liability for breach of this warranty, CGI will correct the non-conforming Cloud Application at no additional charge to the Client, provided that Client provides written notice to CGI of the breach in sufficient detail to allow CGI to replicate the underlying Incident no later than thirty (30) calendar days after the breach is first discovered by Client.

2.2. Project Services Warranty

CGI warrants, for a warranty period of thirty (30) days after performance of Project Services or other SaaS Services, that such Services will be performed in a workmanlike manner consistent with industry standards reasonably applicable to the performance of such Services. If Client believes there has been a breach of this warranty, Client must notify CGI in writing within the warranty period stating in reasonable detail the nature of the alleged breach. If there has been a breach of this warranty, then CGI will correct or re-perform, at no additional charge, any affected Services to cause them to comply with this warranty.

2.3. Service Level Warranty

CGI warrants that during the Agreement term the Cloud Services will be performed in a manner that meets or exceeds the applicable Service Levels set forth in Schedule F. If CGI fails to meet the defined Service Levels, CGI's sole obligation and Client's exclusive remedy will be as set forth in the Service Level Agreement.

2.4. CGI Warranty Exclusions

2.4.1. CGI is not responsible for any claimed breaches of the warranties specified in Subsection 2.1, 2.2, and 2.3 caused by:

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2.4.1.1. Modifications made to the Solution or Services by anyone other than CGI and its subcontractors working at CGI's direction;

2.4.1.2. Combination, operation or use of the Solution or Services with other items or services CGI did not supply;

2.4.1.3. Client failure to use any new or corrected versions of the Solution or Services made available by CGI;

2.4.1.4. Client's misuse of the Solution or Services;

2.4.1.5. CGI's adherence to Client specifications or instructions;

2.4.1.6. Delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the Internet;

2.4.1.7. Any failure arising from a Force Majeure that is excused under the Master Agreement; or

2.4.1.8. Any third party or open source components of the CGI System.

2.4.2. CGI is not responsible for the accuracy of any advice, report, data, or other item that CGI provides to Client that is produced with or from data or software provided by Client.

2.4.3. To the extent CGI has the legal right to do so, CGI agrees to assign or pass through to Client or otherwise make available for the benefit of Client, any manufacturer's or supplier's warranty applicable to any third-party software, hardware or equipment, Solution Hosting Facility, provided by CGI under the Agreement. CGI does not itself give or make any warranty of any kind with respect to third-party software, hardware or equipment, or Solution Hosting Facility.

3. Client Warranties

3.1. Client Specifications Warranty

Client warrants that any Client-provided specifications or requirements upon which configuration of the Solution is based will be in compliance with applicable federal, state and local laws and regulations.

3.2. Client Materials Warranty

Client warrants that during the term of any Order and associated Statement of Work, it will have and maintain the legal right, authority, and licenses and consents from third parties necessary for CGI to use Client Materials needed to perform Services provided under the applicable Order(s) and associated Statement(s) of Work, and that such use by CGI will not cause a breach of any third party agreement, or violate any third party intellectual property right or applicable law or regulation.

3.3. Client Data and Use of Solution Warranty

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Client warrants that Client Data and Client's use of the Solution will comply with the restrictions specified in Schedule B.

4. Warranty Disclaimer

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INTEGRATION, PERFORMANCE AND ACCURACY AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. CGI DOES NOT WARRANT THAT THE SERVICES OR ACCESS TO THE SOLUTION WILL BE UNINTERRUPTED OR THAT THE RESULTS OF THE SERVICES WILL BE ERROR-FREE.

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Schedule E – CGI Advantage® Cloud Security Program

This Schedule E specifies the terms and conditions applicable to the handling of Client Data associated with the CGI System, the security services and features used to maintain the CGI System security and Client Data privacy, and the division of responsibilities between the Parties for security services.

1. Client Data

1.1. Commitment to Client Data Security

CGI and Client will take appropriate measures to protect Client Data against unauthorized access, use, or disclosure in accordance with Section 22 (Data Access Controls) of the Master Agreement.

1.2. Accessing/Processing Client Data

Personnel, Affiliates, subcontractors, and suppliers of CGI will not access or process Client Data:

1.2.1. Except as authorized by the Master Agreement and any applicable Order and associated Statement of Work; and

1.2.2. Unless and until they are obligated by written agreements no less stringent than the Master Agreement to maintain the security and privacy of Client Data during and after the term of the applicable Order(s) and associated Statements of Work.

1.3. Disclosure of Client Data in General

CGI will not disclose Client Data outside of CGI or its Affiliates, subcontractors and suppliers except:

1.3.1. As Client directs;

1.3.2. As expressly permitted in the Master Agreement and any applicable Order and associated Statement of Work; or

1.3.3. As required by law.

1.4. Disclosure of Client Data to Third Parties

CGI obligations specified in this Subsection apply to CGI Affiliates, personnel, subcontractors, and suppliers. Upon receipt of any request for Client Data from a third party, including law enforcement authorities, CGI will promptly notify Client unless prohibited by law. CGI will reject the request unless required by law to comply. If the request is valid, CGI will attempt to redirect the third party to request the data directly from Client. If CGI is compelled by a law enforcement authority or other governmental entity to disclose Client Data, CGI will promptly notify Client and provide a copy of the demand unless legally prohibited from doing so. CGI will not provide to any third party:

1.4.1. Direct, indirect, blanket or unfettered access to Client Data;

1.4.2. Platform encryption keys used to secure Client Data or the ability to break such encryption; or

1.4.3. Access to Client Data if CGI is aware that the applicable Client Data is to be used for purposes other than those stated in the third party's request.

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In support of CGI's obligations under Subsection 1.4, CGI may provide Client's basic contact information to the third party.

1.5. Security Incident Notification

If CGI becomes aware of a Security Incident, CGI will promptly:

1.5.1. Notify Client of the Security Incident via secure means and to the appropriate Client point of contact identified in Schedule C for Security Incidents;

1.5.2. Investigate the Security Incident and provide Client with detailed information about the Security Incident;

1.5.3. Take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident.

CGI's fulfillment of its obligation to report or respond to a Security Incident under this Subsection is not an acknowledgement by CGI of any fault or liability with respect to the Security Incident. Client must notify CGI promptly about suspected or known Security Incidents, such as misuse of its accounts or authentication credentials or any security threats related to the Services or CGI System.

1.6. CGI-Prescribed Client Data Security Measures

As part of CGI's security measures, CGI may assign to Client one or more user or identification codes (e.g., user names) and associated passwords that will enable Client and its Authorized Users to access the Cloud Application(s). Client agrees to maintain the security of said codes and passwords and agrees to be responsible for their proper use by its Authorized Users. Client will ensure that each Authorized User will define and maintain a secure password for use of the Cloud Application(s), which will be kept strictly confidential by the applicable Authorized User. Client agrees to comply, and to ensure that its Authorized Users comply, with CGI rules of operation and security procedures for access to and use of the CGI System, including all applicable terms of use of any Solution Hosting Facility supplier. Client agrees that neither it nor its Authorized Users or other employees or agents will attempt to gain or allow unauthorized access to the CGI System and that, if such access is obtained, Client will immediately notify the appropriate CGI point of contact identified in Schedule C via secure means, cease all unauthorized access, return all CGI, third party, or CGI customer information obtained as a result of such unauthorized access, and safeguard any CGI, third party, or CGI customer information obtained as a result of unauthorized access to CGI Confidential Information. Client will be responsible for the actions of its Authorized Users and other employees and agents in connection with their access to and use or misuse of the CGI System.

1.7. Security Access

1.7.1. Cloud Application(s) Authorized User access will be managed by Client. CGI System user access will be managed by, and for the exclusive use of, CGI. Neither will be integrated into any Client Active Directory mechanism (e.g., LDAP, SAML).

1.7.2. In case of any Security Incident or hazard, CGI will have the right in its sole discretion to suspend any Cloud Services it deems necessary to prevent any harm to

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Client, CGI, or CGI customers and their respective businesses. CGI will promptly provide notice to Client of any such suspension.

2. Security Services and the Parties' Associated Responsibilities

This Section specifies the security services required to support the Cloud Services and the party responsible for those Services.

2.1. CGI Responsibilities for Security Services

2.1.1. Provide a secure Solution Hosting Facility and Disaster Recovery Hosting Facility for the CGI System. The Solution Hosting Facility will maintain compliance or certification with several federal and business standards, including ISO9001, ISO27001, ISO22301, and SSAE No. 18 SOC 1 Type II or their equivalent successors.

2.1.2. Design, procure, provide, and/or build the applicable security controls and services required by the NIST 800-53 Moderate baseline prior to commencing operations. These security services such as vulnerability management, identity and access management, malware protection, encryption of sensitive information, continuous security monitoring, and user access necessary for CGI to manage, and maintain the CGI System.

2.1.3. As part of each Cloud Application(s) environment's readiness availability per the Project Schedule, implement security services specified in Subparagraph 2.1.2.

2.1.4. Identify and define required unique technical environment user groupings and their included user list as well as their relationship to each environment and servers therein. This includes all types of technical environment access (i.e., integrated system access). Perform validation of access as appropriate.

2.2. Client Responsibilities for Security Services

2.2.1. Define, perform and manage Cloud Application(s) security configuration including, but not limited to, updating new and revised user security data and resource groups, assisting users with user id and password resets, locking or removing users that no longer need access, testing user access as needed, and auditing user access.

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Schedule F – CGI Advantage® Cloud Solution Service Level Agreement

This Schedule F sets forth the Service Level Agreement of the parties with respect to the Cloud Services.

1. Service Level Management

1.1. Measurement and Calculation of Service

CGI is responsible for measuring Service Levels and calculating appropriate Service Credits in accordance with this Section. CGI will utilize its then-current measurement and monitoring tools and procedures to track and report CGI performance in delivering the CGI Advantage® Cloud Solution relative to the applicable Service Levels and will produce a CGI-defined monthly report.

1.2. Monthly Service Level Reports

CGI will provide monthly Service Level reports setting forth, for each item subject to Service Levels, the actual measured level of performance and resulting monthly Service Credits, if any. Delivery of the report will be no later than the fifteenth (15^{th}) calendar day of the month following the reporting period.

2. Service Level Determinations

2.1. Calculation of Service Credits

Client will be entitled to the applicable Service Credit(s) if CGI performance falls below applicable Service Level(s). CGI calculates the applicable Service Credit as specified in this Section, and the Service Credit is subject to the terms and conditions of the Master Agreement. CGI accrues and applies Service Credits to the next issued Cloud Services invoice.

2.2. Cloud Application Availability Percentage

2.2.1. Cloud Application Availability Calculation

2.2.1.1. Calculation Formula

CGI calculates the Availability Percentage for each applicable Cloud Application for each month according to the following formula:

[(X – Y) / X] x 100 = Cloud Application Availability Percentage

Where –

X = planned minutes within the Hours of Availability for the applicable Cloud Application in the month

Y = minutes that the applicable Cloud Application was not available

For purposes of the calculation of Cloud Application Availability Percentage, the variable Y excludes Issues and Incidents not attributable to CGI or its Subcontractors, Scheduled Maintenance and/or causes beyond CGI's reasonable control.

2.2.1.2. Example Calculation

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As an example, CGI calculates the Cloud Application availability for CGI Advantage® Financial Management in a month with twenty-six (26) days with Hours of Availability during which CGI Advantage® Financial Management was unavailable for three (3) hours as follows:

[(X – Y) / X] x 100

[(18,720 minutes/month – 180 minutes/month) / 18,720] x 100 = 99.04%

Where –

X = 26 days x 12 hours/day x 60 minutes/hour = 18,720 minutes/month

Y = 3 hours/months x 60 minutes/hour = 180 minutes/month

2.2.2. Issue Severity Designations and Applicability

2.2.2.1. With initial input from Client regarding business impact, CGI designates Issue Severity. In making Issue Severity designations, CGI considers the definitions of the Issue Severity, possible workarounds, and the impact of the applicable Issue on Solution functionality.

2.2.2.2. Where Client disagrees with CGI designation of Issue Severity for an Issue, Client will provide further written business justification to CGI to allow CGI to re-evaluate the Issue Severity designation. In the event the parties cannot agree on an Issue Severity designation, Client may formally escalate the disagreement through the communication protocols documented in the Operational Framework.

2.2.2.3. For Critical Issue(s), CGI will escalate the issue if not resolved within one (1) hour, and such Critical Issue(s) is worked until resolved by CGI. For Serious Issue(s), Client may request escalation if not resolved within four (4) hours, and such Serious Issue(s) is worked until resolved by CGI.

3. Service Levels

This Section specifies the Solution items that are subject to the Service Level Agreement and the applicable Service Levels. In addition, this Section addresses the Service Credits that apply to missed Service Levels. The monthly Service Credit specified below for each Service Item will be escalated as follows:

In the event the same Service Level is missed in two (2) consecutive months, the applicable Service Credit for the second such month will be doubled. In the event the same Service Level is missed in three (3) or more consecutive months, the applicable Service Credit for the third such month and subsequent months will be tripled. Once CGI has achieved the applicable Service Level target, the Service Credit resets to the Base Service Credit outlined in the table below unless and until the occurrence of a consecutive miss.

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In no event will Client be entitled to assess Service Credits in any given month totaling more than ten percent (10%) of one-twelfth (1/12) of annual Cloud Services Fees for the applicable contract year.

Service Item	Service Level	Base Service Credit (% of Monthly Fee)
Cloud Application Availability	99.5%	3%
Critical Issue Response	CGI acknowledgement of receipt within 15 minutes	2%
Serious Issue Response	CGI acknowledgement of receipt within 30 minutes	2%
Transaction Response Times	Percentage of applicable system transactions processed in <2 sec: 90% <3 sec: 95% <4 sec: 98% <5 sec: 99%	3%

4. Service Level Agreement Applicability

The parties will apply Service Levels in accordance with this Section.

4.1. Commencement of Service Level Measurement and Reporting

Measurement and reporting of Service Levels without assessment of Service Level Credits begins on the Go-Live Date. Assessment of Service Level Credits takes effect beginning on the first day of the first full month beginning ninety (90) calendar days after the Go-Live Date.

4.2. Application of Service Levels to Production Environments and Use

The Service Levels apply only to the production environment and production use of the applicable Solution items for which CGI is solely responsible.

4.3. Exception to Application Response Time Targets

Due to the potential variability in report complexity, the proposed Transaction Response Processing Times excludes ad-hoc queries and Client specific report response times.

4.4. Incident Triggering Multiple Service Levels

Where a single Issue or Incident triggers more than one Service Level, only the Service item with the highest Service Credit will apply and result in assessment of a Service Credit.

4.5. Inapplicability of Service Levels and Service Credits

Service Levels and Service Credits do not apply:

4.5.1. In any case when they have been suspended pursuant to Section 4.5;

4.5.2. To Disaster Recovery testing activities; or

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4.5.3. In any case where CGI's failure to meet a Service Level results directly or indirectly from:

4.5.3.1. User behavior in the use of these Cloud Applications exceeding the practical limits of the Cloud Application or CGI System, as documented in Section 7 of the applicable Order; or

4.5.3.2. Client or Client's other contractors failing to perform Client's responsibilities under the Master Agreement; or

4.5.3.3. Any other conditions or events beyond CGI's reasonable control.

4.6. Suspension of Service Levels and Service Credits

Service Levels and Service Credits will be suspended:

4.6.1. For thirty (30) calendar days after the Go-Live Date of an Update other than Patches;

4.6.2. If CGI is delayed in addressing an Incident because CGI is waiting for Client to provide additional information, measurement of CGI's non-conformance with the applicable Service Level(s) until Client provides the required information;

4.6.3. During any Force Majeure Event; and

4.6.4. During any period in which the Solution is operating in Disaster Recovery.

4.7. Measurement of CGI Nonconformance with Service Levels

Once CGI makes a correction available to resolve an Issue or Incident impacting one or more Service Levels, measurement of CGI's non-conformance with the applicable Service Level(s) will end, regardless of when Client approves and proceeds to apply the correction. If, upon application of the correction, the Issue or Incident is not resolved, measurement of CGI non-conformance with the applicable Service Level(s) will resume upon CGI's receipt of written notification from Client and CGI confirmation of the failed resolution, provided that Client notification of failed resolution is received by CGI no later than the close of the Business Day following delivery of the applicable correction by CGI. Otherwise, the Issue or Incident underlying Client's failed resolution notice will be treated as a new Issue or Incident for purposes of applying Service Levels.

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Schedule G – CGI Advantage® Cloud Solution Project Services and Other SaaS Services Terms

This Schedule G specifies additional terms applicable to Project Services and other SaaS Services provided pursuant to the Master Agreement.

1. Content of Statements of Work

1.1. Authorization of Statement of Work

CGI Project Services and other SaaS Services will be authorized through issuance of an Order and associated Statement of Work in a form substantially similar to the Statement of Work template attached as Exhibit A to this Schedule G. Each Statement of Work will:

1.1.1. Together with the applicable Order, constitute a separate contract between the signing parties incorporating the terms and conditions of the Master Agreement by reference;

1.1.2. Define applicable terms for which definitions are not included in Schedule H (Glossary).

1.1.3. Describe in detail the services delivery methodology identified in the applicable Order to be applied in execution of the Statement of Work, including, in the case of an agile project, the processes and methods (e.g., Scrum or Kanban) to be employed;

1.1.4. Describe specifically the scope of the project, including Project Services or other SaaS Services and the Deliverables and Milestones, if any, to be provided under it, including in the case of an agile project, the applicable backlog, minimum viable product, and product increments;

1.1.5. Outline the project schedule;

1.1.6. Detail the parties' respective roles and responsibilities, such as, in the case of an agile project, the agile-specific roles to be taken by each party and the parties' express commitment to endorse and abide by agile principles in fulfilling their responsibilities with respect to the project;

1.1.7. Specify the applicable compensation method, rates, and prices;

1.1.8. Identify the Statement of Work Manager for each party; and

1.1.9. Specify any modifications of the terms of the Master Agreement applicable to the Statement of Work by expressly identifying the section(s) of the Master Agreement that are being so modified for that Statement of Work.

2. Changes to Statements of Work

Either party may propose changes to a Statement of Work. Requests for changes will be submitted to the other party in writing for consideration of feasibility and the likely effect on the cost and

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performance of the Project Services or other SaaS Services. Proposed changes will not become effective unless set out in a written Change Order executed by both parties. The parties will mutually agree upon any proposed changes, including resulting equitable adjustments to costs and schedules for the performance of the Project Services or other SaaS Services. Changes to be addressed pursuant to this Section may include: (i) changes in the project scope, such as addition of Deliverables, or, in the case of an agile project, changes in the description of minimal viable product, net addition of items to the backlog, or addition of product increments; (ii) changes in the project schedule; or (iii) changes in the parties' respective roles and responsibilities; and (iv) compensation changes associate with scope, schedule, and roles and responsibilities. In addition, if any action or inaction by Client, or its suppliers' or other contractors' failure to perform their responsibilities in a complete or timely manner, prevents CGI from or delays CGI in performing the Project Services or other SaaS Services, CGI will be entitled to an equitable adjustment in the schedule for performance and the compensation otherwise payable to it under the applicable Order and Statement(s) of Work. In such event, the parties will mutually agree upon a Change Order documenting the adjustments.

3. Acceptance of Deliverables

Unless otherwise specified in a Statement of Work, this Section specifies the acceptance procedures applicable to Deliverables created pursuant to the Master Agreement. With respect to agile projects, the Statement of Work description of applicable agile methods and processes will include agile equivalents of traditional deliverable acceptance.

3.1. Procedures in General

Acceptance of Deliverables will be conducted in accordance with the following procedures. All time periods specified in the following procedures are defaults that may be overridden by the applicable Statement of Work.

3.2. Written Deliverables

3.2.1. CGI may submit interim drafts of a Written Deliverable to Client for review. Client agrees to review and provide comments to CGI on each interim draft within five (5) Business Days after receiving it from CGI. Client will have the opportunity to review the Written Deliverable for an Acceptance Period of ten (10) Business Days after delivery of the final version of the Written Deliverable.

3.2.2. Client agrees to notify CGI in writing by the end of the Acceptance Period either stating that the Written Deliverable is accepted in the form delivered by CGI or describing in reasonable detail any substantive deviations from the description of the Written Deliverable contained in the Statement of Work that must be corrected prior to acceptance of the Written Deliverable. If CGI does not receive any such deficiency notice from Client by the end of the Acceptance Period, the Written Deliverable will be deemed to be accepted. If Client delivers to CGI a timely notice of deficiencies and the items specified in the notice are deficiencies, CGI will correct the described deficiencies within a reasonable period of time. CGI's correction efforts will be made at no additional charge if the Written Deliverable is being

TEMPLATE

developed under a fixed-price Statement of Work. If the Written Deliverable is being developed on a time and materials basis, CGI's correction efforts will be made on a time and materials basis.

3.2.3. Upon receipt of a corrected Written Deliverable from CGI, Client will have a reasonable additional period of time, not to exceed ten (10) Business Days, to review the corrected Written Deliverable to confirm that the identified and agreed-upon deficiencies have been corrected. Client will not unreasonably withhold, delay or condition its approval of a final Written Deliverable.

3.3. Software Deliverables

Acceptance testing is an iterative process designed to determine whether the Software Deliverable performs the functions described in its approved Specifications and to discover and remove Nonconformities through repeated testing cycles. At least forty-five (45) days prior to the date on which CGI is scheduled to deliver any Software Deliverable to Client, Client will deliver for CGI's review proposed testing procedures for the Software Deliverable, including without limitation the detailed test scripts, test cases, test data and expected results. At least thirty (30) days prior to the date on which CGI is scheduled to deliver the Software Deliverable to Client, the parties will agree upon the Acceptance Tests for the Software Deliverable.

3.3.1. The Acceptance Test Period for each Software Deliverable will be thirty (30) days. The Acceptance Test Period for each Software Deliverable will begin when CGI has completed and delivered the Software Deliverable to Client's designated site, successfully completed CGI's installation test and notified Client that the Software Deliverable is "Ready for Acceptance." CGI will not be obligated to deliver a Software Deliverable to Client until Client demonstrates the readiness of the target technical platform and environment, as described and according to the schedule specified in the Statement of Work.

3.3.2. Client will start to perform Acceptance Testing on each Software Deliverable promptly after receiving CGI's notice that the Software Deliverable is ready for Acceptance. Client's Acceptance Testing will consist of executing test scripts from the Acceptance Tests during the Acceptance Test Period. If Client determines during the Acceptance Test Period that the Software Deliverable contains a Nonconformity, Client will promptly send CGI a written notice Reporting the alleged Nonconformity. CGI will modify the Software Deliverable to remove the Reported Nonconformity and will provide the modifications to Client for re-testing. Client will then re-test the modified portions of the Software Deliverable promptly after receiving the modifications from CGI.

3.3.3. By the end of the Acceptance Test Period Client will provide CGI with a Punch List. CGI will modify the Software Deliverable to remove the Nonconformities that are Reported on the Punch List and will provide the modifications to Client. Client will have fifteen (15) Business Days after receipt of the modifications to re-test the

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modified Software Deliverable to confirm that the Nonconformities that are Reported on the Punch List have been removed. If any Nonconformities that were Reported on the Punch List have not been removed, Client will provide CGI with written notice by the end of the re-testing period Reporting any such Nonconformities. In such event, the procedures set forth in this Section will be repeated for the remaining Nonconformities on the Punch List.

3.3.4. CGI and Client each agrees to work diligently to achieve acceptance of Software Deliverables at the earliest possible date, and Client will work diligently to put the Software Deliverable in live production operations. Acceptance of a Software Deliverable will take place when any of the following events occurs: (i) Client gives CGI written notice of acceptance; (ii) Client uses the Software Deliverable or any substantial portion of it in live production operations; (iii) the Acceptance Test Period expires without Client having given CGI the Punch List; or (iv) the re-testing period expires without Client having Reported any remaining Nonconformities on the Punch List.

3.3.5. Modifications made by CGI pursuant to this Subsection will be made:

3.3.5.1. At no additional charge if the applicable Software Deliverable is provided on a fixed price basis.

3.3.5.2. On a time and materials basis if the applicable Software Deliverable is provided on a time and materials basis.

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Exhibit A – CGI Advantage® Cloud Statement of Work Template

This Statement of Work No. ___ is issued pursuant to the Participating Addendum of the State of _____ to the NASPO ValuePoint Master Agreement between the State of Utah and CGI Technologies and Solutions Inc. ("CGI"). The Participating Addendum and the NASPO ValuePoint Master Agreement are referred to in this Statement of Work collectively as "Master Agreement." This Statement of Work incorporates the terms and conditions of the Master Agreement as if the Master Agreement were fully set forth in the text of this Statement of Work.

1. Effective Date of this Statement of Work

This Statement of Work is effective as of [insert effective date][for time and materials also insert the date through which the Statement of Work is effective].

2. Supplemental Definitions

[Insert definitions for applicable terms not defined in Schedule G (Glossary).

3. Delivery Methodology

[Insert description of delivery methodology, including, in the case of an agile project, the processes and methods (e.g., Scrum or Kanban).]

4. Project Scope

[Insert description of Project Services and the Deliverables and Milestones, if any, to be provided under it, including in the case of an agile project, the applicable backlog, minimum viable product, and product increments.]

5. Schedule of Performance

[State the target schedule for performing the Services and list any work products to be provided. Identify the specifications or the document containing the specifications for each work product.]

6. Compensation

6.1. Time and Materials Basis

Cost Estimate: [insert amount, not including taxes or Reimbursable Expenses. [Estimated Reimbursable Expenses: [insert amount, if applicable], not including taxes.]

6.2. Payment Terms

[Insert the payment terms if not as provided in the Master Agreement.]

7. Statement of Work Managers

The Statement of Work Managers are:

CGI Statement of Work Manager	Client Statement of Work Manager
Name:	Name:

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Office Phone: Mobile Phone: Email:	Office Phone: Mobile Phone: Email:

8. Roles and Responsibilities

8.1. CGI Roles and Responsibilities

8.1.1. Services or Support

[Describe any portions of the project that are to be performed by CGI or provided by CGI to Client. In addition, describe any support functions that are to be performed by CGI. In the case of an agile project, specify agile-specific roles of CGI personnel and their commitment to agile principles in fulfillment of their responsibilities.}

8.1.2. Facilities and Equipment

[Describe any facilities, equipment, tools, supplies, telephone lines and service, office support and other sorts of equipment, facilities, or related items other than as provided in the Master Agreement.]

8.1.3. Proprietary Materials

[List any proprietary materials to be provided by CGI.]

8.1.4. Other CGI Resources and Responsibilities

[Insert any other required CGO resources and responsibilities.]

8.2. Client Roles and Responsibilities

8.2.1. Services or Support

[Describe any portions of the project that are to be performed by Client or provided by Client to CGI. In addition, describe any support functions that are to be performed by Client. In the case of an agile project, specify agile-specific roles of Client personnel and their commitment to agile principles in fulfillment of their responsibilities.}

8.2.2. Facilities and Equipment

[Describe any facilities, equipment, tools, supplies, telephone lines and service, office support and other sorts of equipment, facilities, or related items other than as provided in the Master Agreement.]

8.2.3. Proprietary Materials

[List any proprietary materials to be provided by Client.]

8.2.4. Other Client Resources and Responsibilities

[Insert any other required Client resources and responsibilities.]

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9. Other Provisions

[Insert other provisions.]

Agreed to and accepted by:

CGI Technologies and Solutions Inc. (CGI)	[Client Name] (Client)
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

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Schedule H – CGI Advantage® Cloud Solution Master Agreement Glossary

Capitalized terms used in the Master Agreement have the meanings specified in this Schedule H unless otherwise expressly specified.

Term	Definition
Acceptance Period	The period of time during which Client has the opportunity to review a Written Deliverable as part of the Acceptance Process.
Acceptance Test Period	The period of time during which the Client has the opportunity to conduct Acceptance Testing.
Acceptance Test or Acceptance Testing	An iterative process designed to determine whether the Software Deliverable performs the functions described in its approved Specifications and to discover and remove Nonconformities through repeated testing cycles.
Acceptance Process	The process for acceptance of Deliverables specified in Schedule G.
Affiliate	With respect to a party, any person or entity that directly or indirectly controls, is controlled by or is under common control with, the party. As used in this definition, "control" means actual or equitable ownership of a majority of the voting securities of an entity (or other securities, partnership interests or means of electing or directing the management of the entity).
Authorized User	Client employees, vendors, or others authorized to use the CGI System in accordance with the Master Agreement.
Breach	A material failure of a party to perform a fundamental obligation under the Master Agreement.
Bundled Applications	A third party or open source software product that is provided by CGI as part of the Cloud Solution.
Business Days	Monday through Friday, except CGI Holidays.
Business Hours	9am to 5pm in the Eastern time zone on Business Days.
CGI Advantage® or CGI Advantage® Applications	The CGI Advantage® Applications specified in the Order.
CGI Advantage® Cloud Solution	The CGI System and the Cloud Services specified in the Order.
CGI Advantage® Forum	The annual convention of CGI Advantage® users hosted by CGI.
CGI Advantage® User Group or User Group	The body of all CGI Advantage® users.
CGI Customer Satisfaction Assessment Program	Client satisfaction is a key indicator of CGI's success and carefully measured and managed on a continuous basis through a comprehensive Client Satisfaction Assessment Program (CSAP). As part of the CSAP, Client will engage in in-person discussions with their CGI account managers no less than once per year (ideally twice per year) to discuss their general level of satisfaction with the quality and

	value of services and expertise provided by CGI, identify areas for improvement, and address new opportunities. CSAPs are intended to be more formal meetings conducted with the key stakeholder(s) and do not replace standard weekly, monthly, or quarterly meetings.
CGI Holidays	New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the Friday after Thanksgiving Day, and Christmas Day.
CGI Materials	Individually or collectively, all components of the CGI System, and all intellectual property rights in and to the CGI System, and to all other proprietary rights, materials, work products or assets that are employed or developed in providing the Services, including but not limited to any successors, updates, extensions, derivatives, translations, modifications, or enhancements of any of the foregoing, and any ideas, enhancement requests, feedback, recommendations or other information provided by the Client or any other party related to the CGI System.
CGI Solutions Support Center	The CGI organization dedicated to supporting the Solution in accordance with the Master Agreement.
CGI System	Individually or collectively, all of the components of the infrastructure and computing environment used by CGI to provide the Services, whether owned by CGI or its suppliers, including the Cloud Application(s), CGI or third party facilities, hardware, operating systems, networking equipment, software applications and associated databases, tables, data and documentation and training materials.
Change Order	A mutually agreed written amendment effectuating changes to the Services or other particulars of the Master Agreement Schedules and Statements of Work.
Change Order Process	The process specified in the Master Agreement by which the parties may effectuate changes to the Services or other particulars of the Master Agreement Schedules and Statements of Work.
Client Data	Data provided by Client or Client's Authorized Users that is stored or processed in the CGI System pursuant to the Master Agreement.
Client Materials	Individually or collectively, all components of Client premises, systems, documentation, hardware and other equipment, software, Client Data and other Client Confidential Information, and all intellectual property rights in and to Client systems. Client Materials does not include CGI Materials.
Cloud Application	A CGI Advantage® Application or Bundled Application.
Cloud Application Availability Percentage or Availability Percentage	The minutes during the month that a properly configured authorized device is capable of successfully executing a transaction within the applicable Cloud Application. A transaction can be an addition, change or deletion, a request to view a record, a simple query, or a Web service / API call.
Cloud Services	CGI Services specified in Schedule C.
Cloud Services Period	The annual period specified in the Order within the Master Agreement term during which CGI provides Cloud Services to Client.

Confidential Information	"Confidential Information" has the meaning set forth in the Master Agreement.
Critical Issue	See definition of Issue Severity.
Deliverable	Any item to be delivered by CGI that is designated in a Schedule or Statement of Work as being subject the Acceptance Process upon delivery to Client. Deliverables may be either Written Deliverables or Software Deliverables.
Developed Materials	Deliverables and any other works that CGI develops for Client under a Schedule or Statement of Work. Developed Materials do not include CGI Materials.
Disaster	An unexpected event that CGI declares will result in prolonged downtime of the Solution Hosting Facility sufficient to warrant the lead time and effort by the parties to both migrate the Solution from the Solution Hosting Facility to the Disaster Recovery Hosting Facility, as well as back to a Solution Hosting Facility at the conclusion of the event.
Disaster Recovery	Activities related to providing continuation of the Cloud Services for the production environment after CGI declares a Disaster.
Disaster Recovery Hosting Facility	The alternative solution hosting facility to which CGI will migrate the Solution during a Disaster for Disaster Recovery.
Documentation	Solution user guides and specifications, which are available for download on the CGI website, which may be updated by CGI from time to time.
Effective Date	The date on which the parties initially entered into the applicable Order.
Exfiltration	"Exfiltration" has the meaning set forth in the Master Agreement.
Exposure	"Exposure" has the meaning set forth in the Master Agreement.
Feature Set	Compilation of enhancements, compatibility or regulatory updates and corrections to the CGI Advantage® Applications.
Federal Tax Information or FTI	Federal Tax Information as defined in IRS Publication 1075.
Force Majeure or Force Majeure Event	Acts or conditions beyond a party's or a CGI subcontractor's reasonable control, occurring without its fault or negligence, that could not have been prevented by reasonable precautions, including but not limited to acts of God or of the public enemy; civil war; insurrections or riots; acts of war; acts of government; acts of terrorism; fires; floods; storms; explosions; earthquakes or accidents; unusually severe weather; epidemics or public health restrictions; strikes or labor troubles causing cessation, slowdown or interruption of work (except for strikes by Client's employees or personnel); failures or fluctuations in electrical power, heat, light, air conditioning or telecommunication equipment.
Go-Live or Go-Live Date	The point in time at which the Solution or an element of the Solution begins operation in production as the system of record for Client.
Hours of Availability	For each CGI Advantage® Application, the daily scheduled hours of operation are specified below: **CGI Advantage® Application** **Hours of Availability**

<table>
<tr><td></td><td>
<table>
<tr><td>CGI Advantage® Financial Management
CGI Advantage® Human Resources Management
CGI Advantage® Performance Budgeting
CGI infoAdvantage®</td><td>6am – 6pm in the Client Time Zone
Monday - Saturday, excluding Scheduled Maintenance</td></tr>
<tr><td>CGI Advantage® Vendor Self Service
CGI Advantage® Employee Self Service
CGI Advantage® Manager Self Service
CGI Advantage® Connect</td><td>24 hours/day, 7 days/week, excluding Scheduled Maintenance</td></tr>
</table>
</td></tr>
<tr><td>Incident</td><td>An interruption in Cloud Services, diminution in the quality of Cloud Services, or observed defect that impacts business operations other than one that is defined as an Issue.</td></tr>
<tr><td>Issue</td><td>A deviation in function of a CGI Advantage® Application from its licensed Documentation.</td></tr>
<tr><td>Issue Severity</td><td>Contractual categories of Issue severity, designated “Critical,” “Serious,” “Moderate,” and “Minor” as defined below:
<table>
<tr><th>Issue Severity</th><th>Definition</th></tr>
<tr><td>Critical Issue</td><td>An Issue causing critical impact to Client’s business operations, for which no workaround is immediately available. Use of the Cloud Application(s) cannot continue.</td></tr>
<tr><td>Serious Issue</td><td>An Issue causing significant impact to Client’s business operations, for which a workaround is unacceptable on a long-term basis. Essential functions of the Cloud Applications are affected such that there is a significant impact to Client’s business operations.</td></tr>
<tr><td>Moderate Issue</td><td>An Issue that impairs some functionality of the Cloud Application(s) for which a practical workaround exists such that there is not a material impact to Client’s business operations.</td></tr>
<tr><td>Minor Issue</td><td>An Issue that does not affect production functions of the Cloud Application(s) of a cosmetic or similarly immaterial nature.</td></tr>
</table>
</td></tr>
<tr><td>Malicious Code</td><td>“Malicious Code” has the meaning set forth in the Master Agreement.</td></tr>
<tr><td>Master Agreement</td><td>The NASPO ValuePoint Master Agreement between CGI Technologies and Solutions Inc. and the State of Utah and the associated Participating Addendum of the State identified in the Order.</td></tr>
<tr><td>Minor Issue</td><td>See definition of Issue Severity.</td></tr>
<tr><td>Moderate Issue</td><td>See definition of Issue Severity.</td></tr>
<tr><td>Nonconformity</td><td>A reproducible condition in a Software Deliverable that prevents the Software Deliverable from performing the functions described in its Specifications such that the Software Deliverable does not operate or cannot be used in a production environment.</td></tr>
<tr><td>Ongoing Phase</td><td>The phase of Cloud Services delivery following Go-Live.</td></tr>
<tr><td>Operational Framework</td><td>A Written Deliverable described in Schedule C.</td></tr>
<tr><td>Order</td><td>An Order for Services under the Master Agreement substantially in the form of the Order included in Attachment E.</td></tr>
</table>

Patch or Patches	Correction to the CGI Advantage® Applications identified by the client community, often addressing Critical or Serious Issues identified by one or more clients.
Patch Cadence	The frequency of CGI issuance of Patches as part of the CGI Advantage® Updates.
Patch Cadence Environment	The CGI System environment into which CGI initially implements Patches.
Patch Set	Compilation of Patches.
PCI-DSS Credit Card Information	Personally identifiable information concerning the holder of a credit card, such as the name, address, and credit card account number of the cardholder.
Personal Health Information or PHI	"Personal Health Information" has the meaning set forth in the Master Agreement.
Personally Identifiable Information or PII	"Personally Identifiable Information" has the meaning set forth in the Master Agreement.
Point of Demarcation	The point(s) at the Solution Hosting Facility in which the System is operating where all related infrastructure is solely under CGI's purview and management. For the Client, this is the border router(s) where network traffic transitions from telecommunications circuits under CGI's sole purview to the Client's facility/network. The Client is responsible for the integrity and availability of the Client's facility and dependent services (e.g. power) for the operation of this border router(s).
Pre-Go-Live Phase or Pre-Go-Live	The phase of Cloud Services delivery preceding and including Go-Live.
Processing Schedule	As codified in the Operational Framework, the mutually agreed schedule for execution of Client business functions by CGI.
Product Roadmap or Roadmap	CGI documentation forecasting the direction of the CGI Advantage® suite of software products.
Project Management Plan	The mutually agreed plan document specifying in detail the tasks, party responsibilities, and other particulars concerning Project Services provided by CGI under a particular Statement of Work, as updated from time to time by mutual written agreement of the parties.
Project Schedule	The schedule for performance of Project Services and execution of associated Client responsibilities pursuant to a Statement of Work or Project Management Plan.
Project Services	CGI Services other than Cloud Services provided pursuant to a Statement of Work, such as implementation, Transition Services, training, and post Go-Live consulting (e.g. functional or technical) services.
Prompt Payment Act	A law enacted in order to ensure that companies transacting business with the Government are paid in a timely manner.
Protected Health Information or PHI	As defined by applicable U.S. statutes, any information about health status, provision of health care, or payment for health care that is created or collected by

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	a Covered Entity (or a Business Associate of a Covered Entity), and can be linked to a specific individual.
Punch List	A final written list Reporting any outstanding Nonconformities in a Software Deliverable.
Recovery Point Objective or RPO	The acceptable amount of data loss experienced during a Disaster measured in time.
Recovery Time Objective or RTO	The period of time within which the CGI System will resume operations after a Disaster.
Regulatory Update	Compilation of updates to the Cloud Applications to comply with various regulatory entities.
Reimbursable Expenses	Mean incidental expenses reasonably incurred by CGI in performing its obligations under the Contract, including without limitation travel and living expenses.
Request	A written, reported Client request that is not an Issue or Incident.
Report, Reporting, and Reported	During Acceptance testing, the act of Client giving written notification to CGI of the existence of a Nonconformity in a Software Deliverable. A Nonconformity is considered Reported by Client only if Client's notification describes the Nonconformity in sufficient detail to allow CGI to recreate it.
SaaS Services or Other SaaS Services	Any services provided by CGI that relate in any way to Software as a Service, but that are not provided in connection with a specific CGI proprietary solution (e.g. Advantage® Cloud Solution).
Scheduled Maintenance	Planned maintenance activities to be performed on the CGI System.
Security Incident	"Security Incident" has the meaning set forth in the Master Agreement.
Serious Issue	See definition of Issue Severity.
Sensitive Data	Personally Identifiable Information, PHI, FTI, and any other Client Confidential Information and CGI Confidential Information.
Service Credit	A credit from CGI to Client resulting from CGI failure(s) to achieve Service Level(s) specified in, and calculated in accordance with, Schedule F.
Service Level	Each of the quantified Cloud Services requirements and associated penalties and other terms specified in Schedule F.
Service Level Agreement or SLA	The agreement of the parties concerning Service Levels codified in Schedule F.
Services or Service	Collectively, Cloud Services, Project Services, and Other SaaS Services.
Software Deliverable	An item of operational software designated in the applicable Statement of Work as a "Deliverable," including, as applicable, a completed system or any module, subsystem or release.
Solution	See CGI Advantage® Cloud Solution.

Solution Hosting Facility	The hosting facility provided by CGI and identified in the Order.
Specifications	A mutually agreed document specifying the functions to be performed by a Software Deliverable.
Statement of Work	A document issued pursuant to the Master Agreement substantially in the format of Exhibit A to Schedule G that is prepared and signed by authorized representatives of both parties describing the Project Services that CGI agrees to perform for Client and providing specific terms and conditions governing such Services.
Support Center	See CGI Solutions Support Center.
Support Program or Cloud Support Program	The CGI program of Cloud Services specified in Schedule C.
Technical Stack Compatibility Update	Compilation of updates to the Cloud Applications associated with technical product interaction requirements.
Third Party Hosting Supplier	The third party supplier, if any, identified in the Order as the provider of the Solution Hosting Facility.
Ticketing System	The automated system provided by CGI to manage delivery of the Cloud Services to Client, such as tracking of Incidents, Issues, and Requests.
Transaction Response Processing Time	The measurement of online transaction response times for general query and update actions in the CGI Advantage® Application(s) excluding process-intensive actions. CGI Advantage Application response time targets are further defined in Schedule F (Cloud Solution Service Level Agreement). The transaction is measured from when the transaction has been fully received from the solution web services until it begins transmission back to the Client, excluding browser rendering and networking between CGI and the Client.
Transition Period	The period preceding expiration of the applicable Order during which CGI provides Transition Services pursuant to a Statement of Work.
Transition Services	Project Services provided by CGI under a Statement of Work to help facilitate transition of Cloud Applications operation to Client or another contractor during the Transition Period.
Update Cadence	Define with reference to Schedule C, Section 4.
Update Cadence Environment	The CGI System environment into which CGI initially implements Feature Sets, Regulatory or Technical Stack Compatibility Updates.
User Group Steering Committee	The client-elected steering committee of the CGI Advantage® User Group.
Written Deliverable	A document designated in the applicable Statement of Work as a “Deliverable,” such as a report, plan, or design.

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

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

Harold F. Lewis
Contractor's Name (Print)

Vice President, Consulting
Title (Print)

STATE OF UTAH

for [signature] 9.18.17
Kent Beers Director Date
State of Utah Division of Purchasing

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

Contract # AR2475

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following Contractor:

CGI Technologies and Solutions Inc. ("CGI")		
Name		
1625 Broadway, Suite 1480		
Address		
Denver	CO	80202
City	State	Zip

LEGAL STATUS OF CONTRACTOR
- ☐ Sole Proprietor
- ☐ Non-Profit Corporation
- ☒ For-Profit Corporation
- ☐ Partnership
- ☐ Government Agency

Contact Person Kelly Sekulich Phone #630-209-6208 Email kelly.sekulich@cgi.com Vendor #10200D Commodity Code #920-05

2. GENERAL PURPOSE OF CONTRACT: Contractor is permitted to provide CGI Advantage360® Software as a Service identified in Attachment B to Participating States once a Participating Addendum has been signed

3. PROCUREMENT PROCESS: This contract is entered into as a result of the procurement process on Bid#CH16012.

4. CONTRACT PERIOD: Effective Date: 09/30/2016 Termination Date: 09/15/2026 unless terminated early or extended in accordance with the terms and conditions of this contract. Note: Pursuant to Solicitation #CH16012, Contract must re-certify its qualifications each year.

5. Administrative Fee, as described in the Solicitation and Attachment A: The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services.

6. ATTACHMENT A: NASPO ValuePoint Master Terms and Conditions
ATTACHMENT B: Scope of Services Awarded to Contractor
ATTACHMENT C: Pricing Discounts and Pricing Schedule
ATTACHMENT D: Contractor's Response to Solicitation #CH16012
ATTACHMENT E: CGI Advantage360 SaaS terms and conditions

Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

8. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
   a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
   b. Utah State Procurement Code and the Procurement Rules.

9. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

Harold F. Lewis 1/16/2017
Contractor's signature Date

Harold F. Lewis, VP, Consulting Services
Type or Print Name and Title

STATE

for 1. 19. 2017
Director, Division of Purchasing Date

Christopher Hughes	801-538-3254		christopherhughes@utah.gov
Division of Purchasing Contact Person	Telephone Number	Fax Number	Email

(Revision 16 June 2016)

Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents, at a minimum:

(1) A Participating Entity's Participating Addendum[1] ("PA"); and
(2) NASPO ValuePoint Master Agreement Terms & Conditions, including the applicable Exhibits[2] and Attachments to the Master Agreement.

b. These documents shall be read to be consistent and complementary in accordance with this Section 1. Any conflict between the PA and the Master Agreement shall be resolved by giving priority in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment. The Contractor terms and conditions applicable to the CGI services offered under this Master Agreement are listed below and attached to this Master Agreement as indicated:

- Attachment 1 – CGI Advantage360 SaaS terms and conditions
- Attachment 2 – CGI Advantage360 Implementation Statement of Work template (to be customized as part of negotiation of each Participating Addendum)

Attachments 1 and 2, referred to herein collectively as the "CGI Standard Terms," are incorporated in this Master Agreement as if fully set forth herein, and are applicable to Participating Addenda authorized under this Master Agreement for provision of Contractor's CGI Advantage360 SaaS ERP offering.

2. Definitions – The definitions applicable to this Master Agreement include the definitions set forth in this Section 2 and the definitions set forth in the CGI Standard Terms Unless otherwise provided in this Master Agreement, including the CGI Standard Terms, capitalized terms will have the meanings given to those terms in this Section and the CGI Standard Terms, as applicable.

Confidential Information means "Confidential Information" means non-public information, exclusive of Content, belonging to or in the possession of a party that is confidential or a trade secret and is furnished or disclosed to the other party under the

Contract Documents (including information exchanged in contemplation of entering into the Contract Documents): (i) in tangible form and marked or designated in writing in a manner to indicate it is confidential or a trade secret; or (ii) in intangible form and that either is of a nature that a reasonable person would understand to be confidential or a trade secret or is identified as confidential or a trade secret in a writing provided to the receiving party within thirty (30) business days after disclosure, as permitted by applicable laws. Confidential Information also includes the Contract Documents, CGI Materials, and the CGI System, whether or not marked as such. "Confidential Information" does not include any information that, as evidenced by written documentation: (i) is already known to the receiving party without restrictions at the time of its disclosure by the furnishing party; (ii) after its disclosure by the furnishing party, is made known to the receiving party without restrictions by a third party having the right to do so; (iii) is or becomes publicly known without violation of the Contract Documents; (iv) is independently developed by the receiving party without reference to the furnishing party's Confidential Information; or (v) is required to be disclosed under applicable securities, tax or other regulations.

Contractor means the person or entity providing solutions under the terms and conditions set forth in this Master Agreement.

Data means all information, whether in oral or written that has been transcribed/digitized, or stored in physical (including electronic) form, created by or in any way originating with a Participating Entity or Purchasing Entity, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with a Participating Entity or Purchasing Entity, in the course of using and configuring the Services provided under this Agreement.

Disabling Code or Malicious Code (aka "Malware") means computer instructions or programs, subroutines, code, instructions, data or functions, , including but not limited to unauthorized programs, data storage, computer libraries and programs that self-replicate without manual intervention, instructions programmed to activate at a predetermined time or upon a specified event, and/or programs purporting to do a meaningful function but designed for a different function, that alter, destroy, inhibit, damage, interrupt, interfere with or hinder the operation of the Purchasing Entity's' software, applications and/or its end users processing environment, the system in which it resides, or any other software or data on such system or any other system with which it is capable of communicating.

Exfiltration means the unauthorized transfer of Content from the CGI System. Exfiltration may be manual – i.e., carried out by any unauthorized person with physical access to Content – or it may be automated and carried out through malicious programming over a network.

Exposure means the disclosure of Content to unauthorized persons.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering the solicitation and any resulting Master Agreement(s).

Master Agreement means this agreement executed by and between the Lead State, acting on behalf of NASPO ValuePoint, and the Contractor, as now or hereafter amended.

NASPO ValuePoint is the NASPO ValuePoint Cooperative Purchasing Program, facilitated by the NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company (doing business as NASPO ValuePoint) is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. The NASPO ValuePoint Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The NASPO ValuePoint Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State.

Non-Public Data means data that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the Purchasing Entity because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity.

Personal Data or Personally Identifiable Information (PII) means data alone or in combination that includes information relating to an individual that identifies the individual by name, identifying number, mark or description can be readily associated

with a particular individual and which is not a public record. Personal Information may include the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; digital representation of any biological identity information (e.g. fingerprint, voiceprint, biological geometry or vascular representation), or Protected Health Information (PHI) relating to a person.

Platform as a Service (PaaS) as used in this Master Agreement is defined as the capability provided to the consumer to deploy onto the cloud infrastructure consumer-created or -acquired applications created using programming languages and tools supported by the provider. This capability does not necessarily preclude the use of compatible programming languages, libraries, services, and tools from other sources. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly application hosting environment configurations.

Product means any deliverable under this Master Agreement, including Services, software, and any incidental tangible goods.

Protected Health Information (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer. PHI may also include information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Purchasing Entity means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

Security Incident means unauthorized or unlawful access to the Content resulting in Exfiltration or Exposure of all or part of the Content.

Services mean any of the specifications described in the Scope of Services that are supplied or created by the Contractor pursuant to this Master Agreement.

Service Level Agreement means the written Service Level Agreement , that is

included in the CGI Standard Terms unless otherwise expressly agreed in writing between the Purchasing Entity and the Contractor.

Software as a Service (SaaS) as used in this Master Agreement is defined as the capability provided to the consumer to use the Contractor's applications running on a Contractor's infrastructure (commonly referred to as 'cloud infrastructure). The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email), or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

Solicitation means the documents used by the State of Utah, as the Lead State, to obtain Contractor's Proposal.

Statement of Work means a written statement in a solicitation document or contract that describes the Purchasing Entity's service needs and expectations.

3. Term of the Master Agreement: The initial term of this Master Agreement is for ten (10) years with no renewal options.

4. Amendments: The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Lead State and Contractor.

5. Assignment/Subcontracts: Contractor shall not assign, sell, transfer, or sublet rights, or delegate responsibilities under this Master Agreement (except for those rights and responsibilities specified in a Participating Addendum), in whole or in part, without the prior written approval of the Lead State.

The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint.

6. Discount Guarantee Period: All discounts expressly set forth herein must remain in effect for the entire term of the Master Agreement. Participating Entities and Purchasing Entities shall receive the immediate benefit of such discounts of the services provided under this Master Agreement.

7. Termination: Unless otherwise stated, this Master Agreement may be terminated for convenience by either party upon 60 days written notice prior to the effective date of the termination. Further, any Participating Entity may terminate its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Termination may be in whole or in part. Any termination under this Master Agreement shall not affect the rights and obligations attending Participating Addendums outstanding at the time of termination, including any right of any Purchasing Entity to indemnification by the Contractor, rights of payment for Services delivered and accepted, data ownership, Contractor obligations regarding Purchasing Entity Data,

rights attending default in performance an applicable SLA attached to Participating Addendum in association with any Order, Contractor obligations under Termination and Suspension of Service, and any responsibilities arising out of a Security Incident.

8. Confidentiality, Non-Disclosure, and Injunctive Relief
The rights and responsibilities of Contractor and the Participating Entities and Purchasing Entities with regard to Confidential Information and Content are as set forth the CGI Standard Terms, as applicable, and in the applicable Participating Addendum

a. Confidentiality. Each party acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to the other party. Any reports or other documents or items (including software) that result from the use of the Confidential Information by the receiving party shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by disclosing party to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in the receiving parties possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than party it belongs to, without the obligation of confidentiality, (5) is disclosed with the written consent of party it belongs to or; (6) is independently developed by employees, agents or subcontractors of either party who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Each party shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of services under Participating Addendum placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Each party shall use commercially reasonable efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, each party shall advise the other party, immediately if it learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and it shall at its expense cooperate with the other party in seeking injunctive or other equitable relief. Neither party shall at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement. Upon furnishing party's request, receiving party shall turn over all documents, papers, and other matter in its possession that embody Confidential Information. Notwithstanding the foregoing, receiving party may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Compelled Disclosure. If the receiving party receives a subpoena or other valid

administrative or judicial notice requesting the disclosure of the furnishing party's Confidential Information, the receiving party will promptly notify the furnishing party unless barred from doing so by the administrative or judicial body issuing the applicable subpoena or notice. If requested, the receiving party will provide reasonable cooperation to the furnishing party in resisting or limiting the disclosure at the furnishing party's expense. Subject to its obligations stated in the preceding sentence, the receiving party may comply with any binding subpoena or other process to the extent required by law, but will in doing so make all commercially reasonable efforts to secure confidential treatment of any materials disclosed.

d. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

e. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

9. Right to Publish: Throughout the duration of this Master Agreement, Contractor must secure prior approval from the Lead State or applicable Participating Entity for the release of any information that pertains to the potential work or activities covered by the Master Agreement , including but not limited to reference to or use of the Lead State or a Participating Entity's name, Great Seal of the State, Coat of Arms, any Agency or other subunits of the State government, or any State official or employee, for commercial promotion which is strictly prohibited. News releases or release of broadcast e-mails pertaining to this Master Agreement or Participating Addendum shall not be made without prior written approval of the Lead State or a Participating Entity.

The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

10. Defaults and Remedies

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

(1) A material breach of any term or condition of this Master Agreement; or

(2) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or

(3) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 30 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:

(1) Exercise any remedy provided by law; and

(2) Terminate this Master Agreement; and

(3) Suspend Contractor from being able to respond to future bid solicitations; and

(4) Suspend Contractor's performance; and

(5) Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, the rights and obligations of the parties to the Participating Addendum shall be as set forth in the CGI Standard Terms, as applicable.

11. Changes in Contractor Representation: The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel, in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal. For purposes of this Section 11, "key personnel" means the person designated in writing by Contractor as its point of contact for Lead State with respect to this Master Agreement.

12. Force Majeure: Neither party shall be in default by reason of any failure in performance of this Contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

13A. Indemnification

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with

their officers, agents, and employees as well as any person or entity for which they may be liable, from and against third party claims, damages or causes of action, including reasonable attorneys' fees and related costs , arising from any death, personal injury, or damage to real or tangible property to the extent arising directly or indirectly from negligent act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, in their performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

(1) The Contractor's obligations under this section shall not extend to any claims arising from the combination of the Product with any other product, system or method, unless the Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Contractor shall have control over the defense and settlement of it. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor declines to declines to pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for reasonable costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement. CGI's obligation under this section 13A are its sole and exclusive obligation and the Participating Entity's sole and exclusive remedy with respect to any claim of infringement under this Master Agreement or the applicable Participating Addendum.

13B. Limitation of Liability and Remedies

A. **Errors in Processed Data.** Participating or Purchasing Entity will be solely responsible for reviewing the accuracy of any processing output provided by Contractor prior to making use of such output, including but not limited to responsibility for output reports, and for conclusions drawn from such use. If any such results are inaccurate due to the fault of Contractor, Contractor's sole obligation will be to reprocess the affected data at no additional charge to Participating or Purchasing Entity. If any such results are inaccurate due to the fault of Participating or Purchasing Entity, or any actions taken by Contractor at the Participating or Purchasing Entity's direction, Participating or Purchasing Entity will provide corrected data and Contractor will be paid by Purchasing or Participating Entity on a time and materials basis to reprocess the corrected data. Contractor will not be responsible or liable in any other manner for any such results (whether foreseen or unforeseen). If Participating or Purchasing Entity has not notified Contractor in writing of any claimed errors in such results within ten (10) days after receiving them, such results will be deemed to have been accepted by Participating or Purchasing Entity.

B. **Loss of Content**. If Content is lost, corrupted or destroyed while in the possession or control of Contractor due to Contractor's fault or negligence, Contractor will use Commercially Reasonable Efforts to reconstruct such data at Contractor's expense provided any files, data, programs or other information that may be necessary to accomplish such reconstruction but which are not in Contractor's possession or control are promptly furnished to Contractor by Participating or Purchasing Entity upon request. If Contractor is unable to satisfy its obligations under this Section 13B.B, Contractor's liability to Participating or Purchasing Entity will nevertheless be limited in accordance with the provisions of this Section 13B.

C. **Security Incident.** Except as otherwise required by applicable law, in no event will Contractor be liable for any damages or costs arising out of a Security Incident resulting from other than Contractor's breach of its obligations under this Master Agreement or the applicable Participating Addendum**.**

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 liability for any claim, loss 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 or (ii) one million dollars ($1,000,000), whichever is greater.

E. **No Liability for Certain Damages**. In no event will either party be liable to the other, whether liability arises in contract, tort or otherwise, for any consequential, incidental, indirect, special, exemplary, multiple or punitive damages, regardless of whether it has been advised of the possibility of such damages, including but not limited to loss of revenue or profits, failure to realize expected savings, or any damages claimed by a third party.

F. **Acknowledgment**. Each party acknowledges and agrees that the limitations of liability set forth in this Section 13B are reasonable, that the pricing set forth in the Participating Addendum reflects this allocation of risk, and that the parties would not have entered into the Participating Addendum in the absence of such limitations of liability. The limitations of liability set forth in this Section 13B will survive notwithstanding the failure of any exclusive remedy under the Master Agreement or the Participating Addendum.

G. **Exclusions from Limitations**. The foregoing limitations do not apply to CGI's indemnification obligations under Section 13A.

H. **Savings Clause**. The parties agree that the foregoing limitations will not be read so as to limit any liability to an extent that would not be permitted under applicable law.

14. Independent Contractor: The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

15. Individual Customers: Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

16. Insurance

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on a claim-made basis. The minimum acceptable limits

shall be as indicated below:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence/$3 million general aggregate;

(2) CLOUD MINIMUM INSURANCE COVERAGE:

Level of Risk	**Privacy/Cyber Liability including Technology Errors and Omissions** Minimum Insurance Coverage
Low Risk Data	$2,000,000 per claim
Moderate Risk Data	$5,000,000 per claim
High Risk Data	$10,000,000 per claim

(3) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

(4) Professional Liability. As applicable, Professional Liability Insurance Policy in the minimum amount of $1,000,000 per claim and $1,000,000 in the aggregate, written on a claim made form that provides coverage for its work undertaken pursuant to each Participating Addendum.

c. Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written Certificate of Insurance to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that no cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating State has been given at least thirty (30) days prior written notice, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.

e. Contractor shall furnish to the Lead State, Participating Entity, and, on request, the

Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

17. Laws and Regulations: Any and all Services furnished under a mutually agreed Participating Addendum shall comply with Federal and State laws and regulations generally applicable to Information Technology service providers and to other Federal and State laws specifically identified in the applicable Participating Addendum. However, any changes in applicable laws during the term of the Participating Addendum that result in a material increase in CGI's level of effort and cost or that materially impacts the project schedule of a Participating Addendum, will be addressed by the parties through change order equitably adjusting project scope, CGI compensation, and project schedule.

18. No Waiver of Sovereign Immunity: In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of a Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

19. Ordering

a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

b. This Master Agreement permits Purchasing Entities to define project-specific

requirements and informally compete the requirement among other firms having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to Purchasing Entity rules and policies. The Purchasing Entity may in its sole discretion determine which firms should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

d. Contractor shall not begin providing Services without a valid Participating Addendum or other appropriate commitment document compliant with the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement and the applicable Participating Addendum during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

(1) The services or supplies being delivered;
(2) The place and requested time of delivery;
(3) A billing address;
(4) The name, phone number, and address of the Purchasing Entity representative;
(5) The price per unit or other pricing elements consistent with this Master Agreement and the contractor’s proposal;
(6) A ceiling amount of the order for services being ordered; and
(7) The Master Agreement identifier and the Participating State contract identifier.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity’s purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed

after the expiration or termination of this Master Agreement. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

20. Participants and Scope

a. Contractor may not deliver Services under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. This Master Agreement is applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Subject to subsection 20c and a Participating Entity's Participating Addendum, the use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts is subject to the approval of the respective State Chief Procurement Official.

c. Unless otherwise stipulated in a Participating Entity's Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Services by state executive branch agencies, as required by a Participating Entity's statutes, are subject to the authority and approval of the Participating Entity's Chief Information Officer's Office[3].

d. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions.

e. NASPO ValuePoint is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO

[3] Chief Information Officer means the individual designated by the Governor with Executive Branch, enterprise-wide responsibility for the leadership and management of information technology resources of a state.

ValuePoint cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

f. A Participating Addendum shall not be construed to amend the terms of this Master Agreement between the Lead State and Contractor, except with regards to Services, rights and obligations under the Participating Addendum.

g. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

h. Resale. Subject to any explicit permission in a Participating Addendum, Purchasing Entities may not resell goods, software, or Services obtained under this Master Agreement. This limitation does not prohibit: payments by employees of a Purchasing Entity as explicitly permitted under this agreement; sales of goods to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities under cooperative agreements and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

21. Payment: Unless otherwise stipulated in the Participating Addendum, Payment is normally made within 30 days following the date of a correct invoice is received. Purchasing Entities reserve the right to withhold payment of a portion (including all if applicable) of disputed amount of an invoice. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge. Additional payment terms in Section 4 of the CGI Advantage360 SaaS terms and conditions apply.

22. Data Access Controls: Contractor will provide authorization to access Purchasing Entity's Data only to those Contractor employees, contractors and subcontractors ("Contractor Staff") who need to access the Data to fulfill Contractor's obligations under this Agreement. Contractor shall not access a Purchasing Entity's user accounts or Data, except on the course of data center operations, response to service or technical issues, as required by the express terms of this Master Agreement, the CGI Standard Terms, or at a Purchasing Entity's written request.

Contractor may not share a Purchasing Entity's Data with its parent corporation, other affiliates, or any other third party outside the expectation of defined disaster recovery operation data redundancy and file archival without the Purchasing Entity's express written consent.

Contractor will ensure that, prior to being granted access to the Data, Contractor Staff who perform work under this Agreement have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all Data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the Data they will be handling.

23. Operations Management: Contractor shall maintain the administrative, physical, technical, and procedural infrastructure associated with the provision of the Product in a manner that is, at all times during the term of this Master Agreement, at a level determined by industry standards, unless otherwise stated in the Participating Addendum.

24. Public Information: This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

25. Purchasing Entity Data: Purchasing Entity retains full right and title to Data provided by it and any Data derived therefrom, including metadata.
Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. Except as otherwise provided by Section 3.B of the CGI Advantage360 SaaS Terms regarding CGI's right to enter into contracts with third party suppliers, no information regarding Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. The obligation shall extend beyond the term of this Master Agreement in perpetuity.

Contractor shall not use any information collected in connection with this Master Agreement, including Purchasing Entity Data, for any purpose other than fulfilling its obligations under this Master Agreement.

26. Records Administration and Audit.

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. The audit rights and obligations of Contractor and Participating and Purchasing Entities with respect to Participating Addenda are as set forth in Section 12 of the CGI Advantage360 SaaS terms and conditions, as applicable, and the applicable Participating Addendum. Contractor shall permit the Lead State, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, on reasonable advance written notice and during normal business hours to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with

the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

27. Administrative Fees: The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services. The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

Additionally, some states may require an additional administrative fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee shall be based on the gross amount of all sales at the adjusted prices (if any) in Participating Addenda.

28. Title to Product: If access to the Product requires an application program interface (API), Contractor shall convey to Purchasing Entity an irrevocable and perpetual license to use the API.

29. Data Privacy: The Contractor must comply with applicable laws related to data privacy and security that are generally applicable to information technology services providers, as specified in the applicable Participating Addendum. Prior to entering into a Participating Addendum with a Purchasing Entity, the Contractor and Purchasing Entity must cooperate and hold a meeting to determine whether and to what extent the Data to be hosted, stored, or processed by Contractor will include Personally Identifiable Information. The Contractor must document the presence of such Data in the Participating Addendum or Statement of Work.

30. Warranty: At a minimum the Contractor must warrant the following:

a. Contractor has acquired any and all rights, grants, assignments, conveyances, licenses, permissions, and authorization for the Contractor to provide the Services described in this Master Agreement.

b. Contractor will perform materially as described as applicable, in this Master Agreement, including warranties specified in Section 8 of the CGI Advantage360 SaaS terms and conditions, as applicable, and the applicable Participating Addendum.

c. Contractor represents and warrants that the representations contained in its response to the Solicitation by the Lead State.

d. The Contractor will not interfere with a Purchasing Entity's access to and use of the Services it acquires from this Master Agreement as long as the purchasing entity is current on its payments and otherwise compliant with the terms of the Master Agreement, including the Standard CGI Terms, and the applicable Participating Addendum.

e. The Services provided by the Contractor are compatible with and will operate successfully with any environment (including web browser and operating system) specified by the Contractor in its response to the Solicitation by the Lead State to the Purchasing Entity.

f. The Contractor warrants that the Products it provides under this Master Agreement are free of malware. The Contractor mustit uses industry standard technology to detect and remove Malware including, but not limited to worms, Trojans, rootkits, rogues, dialers, spyware, etc.

e. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INTEGRATION, PERFORMANCE AND ACCURACY AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

31. Transition Assistance:

a. The Contractor shall reasonably cooperate with other parties in connection with all Services to be delivered under this Master Agreement, including without limitation any successor service provider to whom a Purchasing Entity's Data is transferred in connection with the termination or expiration of this Master Agreement. The Contractor shall assist a Purchasing Entity in exporting and extracting a Purchasing Entity's Data, in a format usable without the use of the Services and as agreed by a Purchasing Entity, at no additional cost to the Purchasing Entity. Any transition services requested by a Purchasing Entity involving additional knowledge transfer and support may be subject to a separate transition Statement of Work.

b. A Purchasing Entity and the Contractor shall, when reasonable, create a Transition Plan Document identifying the transition services to be provided and including a Statement of Work if applicable.

c. The Contractor must maintain the confidentiality and security of a Purchasing Entity's Data during the transition services and thereafter as required by the Purchasing Entity.

32. Waiver of Breach: Failure of the Contractor, Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Contractor, Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Contractor, Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

34. Assignment of Antitrust Rights: Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

35. Debarment: The Contractor certifies, to the best of its knowledge, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

36. Performance and Payment Time Frames that Exceed Contract Duration: All maintenance or other agreements for services entered into during the duration of a Participating Addendum and whose performance and payment time frames extend beyond the duration of this Master Agreement shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). No new leases, maintenance or other agreements for services may be executed after the Master Agreement has expired. For the purposes of this section, renewals of maintenance, subscriptions, SaaS subscriptions and agreements, and other service agreements, shall not be considered as "new."

37. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State (in most cases also the Lead State). The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

d. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

38. No Guarantee of Service Volumes: The Contractor acknowledges and agrees that the Lead State and NASPO ValuePoint makes no representation, warranty or condition as to the nature, timing, quality, quantity or volume of business for the Services or any other products and services that the Contractor may realize from this Master Agreement, or the compensation that may be earned by the Contractor by offering the Services. The Contractor acknowledges and agrees that it has conducted its own due diligence prior to entering into this Master Agreement as to all the foregoing matters.

39. NASPO ValuePoint eMarket Center: In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provided customers information regarding the Contractors website and ordering information.

At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.

40. Contract Provisions for Orders Utilizing Federal Funds: Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this master agreement.

41. Reserved.

42. NASPO ValuePoint Summary and Detailed Usage Reports: In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at http://www.naspo.org/WNCPO/Calculator.aspx. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than 30 day following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-Rom, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in Attachment F.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and

the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any PA roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due 30 days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

f. If requested by a Participating Entity, the Contractor must provide detailed sales data within the Participating State.

43. Entire Agreement: This Master Agreement, along with any attachment, contains the entire understanding of the parties hereto with respect to the Master Agreement unless a term is modified in a Participating Addendum with a Participating Entity. Unless otherwise agreed in the applicable Participating Addendum, no click-through, or other end user terms and conditions or agreements required by the Contractor ("Additional Terms") provided with any Services hereunder shall be binding on Participating Entities or Purchasing Entities, even if use of such Services requires an affirmative "acceptance" of those Additional Terms before access is permitted.

Attachment B – Scope of Services Awarded to Contractor

CGI is offering the following Cloud Solution offering under the terms of this Contract:

- CGI Advantage360 – A software as a Service (SaaS) offering that expedites delivery of CGI's world class government ERP capabilities provided in a Community Cloud

- CGI Advantage360 Software as a Service satisfies the ability to store and secure up to Moderate Risk Data

CGI proposed the following Cloud Solution offering and additional value added services under the terms of the RFP. A separate Contract will be negotiated for these offerings.

- CGI Government Cloud – an Infrastructure as a Service (IaaS) offering provided in a Community Cloud dedicated to supporting Federal, State, and Local government agencies requiring an infrastructure with security controls that are independently audited for compliance with NIST Special Publications 800-53 for a moderate impact level

- CGI Unify360 – a unified IT platform, consulting services, frameworks and practices needed to understand an organization's entire IT portfolio, create cohesive strategies that align IT business objectives, and maximize IT investments

- CGI Government Cloud Infrastructure as a Service satisfied the ability to store and secure up to Moderate Risk Data

Cost Proposal - CH16012 Cloud Solutions

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9.1 (M) COST PROPOSAL

Given that technology products generally depreciate over time and go through typical product lifecycles, it is more favorable for Purchasing Entities to have the Master Agreement be based on minimum discounts off the Offeror's' commercially published pricelists versus fixed pricing. In addition, Offerors will have the ability to update and refresh their respective price books, as long as the agreed-upon discounts are fixed. Minimum guaranteed contract discounts do not preclude an Offeror and/or its authorized resellers from providing deeper or additional, incremental discounts at their sole discretion.

Offeror must identify its cost proposal, Attachment G, as "Cost Proposal – CH16012 Cloud solutions". No specific format is required for an Offeror's price schedule; however the Offeror must provide and list a discount from its pricing catalog. New discount levels may be offered for new services that become available during the term of the Master Agreement, as allowed by the Lead State.

Pricing catalogs should include the price structures of the cloud solutions models and deployment models that it intends to provide including the types of data it is able to hold under each model. Pricing must be all-inclusive of infrastructure and software costs and management of infrastructure, network, OS, and software.

The Lead State understands that each Offeror may have its own pricing models and schedules for the Services described in the RFP. It is the intent to of the RFP to allow price schedules that are viewed in the traditional line item structure or price schedule that have pay-as-you-go characteristics.

An Offeror's price catalog should be clear and readable. Participating Entities, in reviewing an Offeror's Master Agreement, will take into account the discount offered by the Offeror along with the transparent, publicly available, up-to-date pricing and tools that will allow customers to evaluate their pricing.

Individual Participating Addendums will use the cost proposals pricing as a base and may negotiate an adjusted rate.

Offeror's price catalog should be broken into category for each service category. For example if an Offeror provides a SaaS offering then its price catalog should be divided into education SaaS offerings, e-procurement SaaS offerings, information SaaS offering, etc.

Some Participating Entities may desire to use an Offeror for other related application modifications to optimize or deploy cloud solutions applications. Responses to the RFP must include hourly rates by job specialty for use by Participating Entities for these types of database/application administration, systems engineering & configuration services and consulting throughout the contract period. The hourly rates should be a fully burdened rate that includes labor, overhead, and any other costs related to the service. The specific rate (within a range) charged for each proposed contracted service would be the lowest rate shown unless justified in writing and approved by the Lead State. Any of these valued-added services must be included in your cost proposal, e.g., by an hourly rate.

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The sections below provide the price structure for the cloud solutions models and deployment models CGI proposes for this solicitation including the types of data each solution is able to hold under each model. Pricing is all-inclusive of infrastructure and software costs and management of infrastructure, network, OS, and software as applicable to the solution unless otherwise stated.

As requested, CGI has provided a detailed price schedule and a minimum discount for each of its offerings.

Solution Category	Discount %
Software as a Service	
CGI Advantage360 ERP	30%
CGI Advantage360 value added services (rate card)	25%

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1.1 CGI Advantage360 SaaS

Exhibit 1 below provides CGI's standard pricing and NASPO discount for Financial Management, Procurement and Performance Budgeting. Annual subscription fees are based on the Operating Budget of the purchasing entity. The CGI Advantage360 ERP offering is deployed in a Community Cloud and satisfies the ability to store and secure up to Moderate Risk Data, as defined in NIST Special Publication 800-145.

Exhibit 1 - CGI Advantage360 pricing for Financial Management, Procurement, and Performance Budgeting

Software as a Service (SaaS) Description	Standard Price	Discount % off Std. Price	Discounted Price (Std. Price - Discount)	NASPO ValuePoint Administrative Fee (0.25%)	Annual Subscription Price (includes Admin Fee)
Products with Pricing Based on Operating Budget					
Annual Subscription Fee for Entities with Budget Dollars Managed (All Funds): $0 - $200M					
CGI Advantage360 Financial Management & Procurement (FIN, PROC)	$402,809	30%	$281,966	$705	$282,671
CGI Advantage360 Performance Budgeting (PB)	$231,925	30%	$162,348	$406	$162,754
CGI Advantage360 Financial Management & Procurement & PB (FIN, PROC, PB)	$462,650	30%	$323,855	$810	$324,665
Annual Subscription Fee for Entities with Budget Dollars Managed (All Funds): $201 - $400M					
CGI Advantage360 Financial Management & Procurement (FIN, PROC)	$564,536	30%	$395,175	$988	$396,163
CGI Advantage360 Performance Budgeting (PB)	$309,783	30%	$216,848	$542	$217,390
CGI Advantage360 Financial Management & Procurement & PB (FIN, PROC, PB)	$626,713	30%	$438,699	$1,097	$439,796
Annual Subscription Fee for Entities with Budget Dollars Managed (All Funds): $401 - $600M					
CGI Advantage360 Financial Management & Procurement (FIN, PROC)	$864,629	30%	$605,241	$1,513	$606,754
CGI Advantage360 Performance Budgeting (PB)	$475,679	30%	$332,975	$832	$333,808
CGI Advantage360 Financial Management & Procurement & PB (FIN, PROC, PB)	$974,352	30%	$682,047	$1,705	$683,752

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Software as a Service (SaaS) Description	Standard Price	Discount % off Std. Price	Discounted Price (Std. Price - Discount)	NASPO ValuePoint Administrative Fee (0.25%)	Annual Subscription Price (includes Admin Fee)
Annual Subscription Fee for Entities with Budget Dollars Managed (All Funds): $601 - $800M					
CGI Advantage360 Financial Management & Procurement (FIN, PROC)	$1,189,994	30%	$832,996	$2,082	$835,078
CGI Advantage360 Performance Budgeting (PB)	$647,489	30%	$453,242	$1,133	$454,376
CGI Advantage360 Financial Management & Procurement & PB (FIN, PROC, PB)	$1,330,767	30%	$931,537	$2,329	$933,866
Annual Subscription Fee for Entities with Budget Dollars Managed (All Funds): $801M - $1B					
CGI Advantage360 Financial Management & Procurement (FIN, PROC)	$1,410,664	30%	$987,465	$2,469	$989,933
CGI Advantage360 Performance Budgeting (PB)	$740,131	30%	$518,092	$1,295	$519,387
CGI Advantage360 Financial Management & Procurement & PB (FIN, PROC, PB)	$1,473,091	30%	$1,031,164	$2,578	$1,033,741
Annual Subscription Fee for Entities with Budget Dollars Managed (All Funds): Greater than $1B					
CGI Advantage360 Financial Management & Procurement (FIN, PROC)	Entities with annual operational budgets greater than $1B should contact CGI directly to determine the appropriate deployment model and Annual Subscription Price.				
CGI Advantage360 Performance Budgeting (PB)					
CGI Advantage360 Financial Management & Procurement & PB (FIN, PROC, PB)					

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Exhibit 2 below provides CGI's standard pricing and NASPO discount for Human Resource Management. Annual subscription fees are based on the Number of Employees within the purchasing entity.

Exhibit 2 - CGI Advantage360 pricing for Human Resource Management

Software as a Service (SaaS) Description	Standard Price	Discount % off Std. Price	Discounted Price (Std. Price - Discount)	NASPO ValuePoint Administrative Fee (0.25%)	Annual Subscription Price (includes Admin Fee)
Products with Pricing Based on Number of Employees					
CGI Advantage360 Human Resource Management (HRM) - Number of Employees: 0-500	$466,776	30%	$326,743	$817	$327,560
CGI Advantage360 Human Resource Management (HRM) - Number of Employees: 501-1,000	$473,117	30%	$331,182	$828	$332,010
CGI Advantage360 Human Resource Management (HRM) - Number of Employees: 1,001-2,500	$494,723	30%	$346,306	$866	$347,172
CGI Advantage360 Human Resource Management (HRM) - Number of Employees: 2,501-5,000	$766,219	30%	$536,353	$1,341	$537,694
CGI Advantage360 Human Resource Management (HRM) - Number of Employees: 5,001-10,000	$812,876	30%	$569,013	$1,423	$570,436
CGI Advantage360 Human Resource Management (HRM) - Number of Employees: 10,001-25,000	$882,313	30%	$617,619	$1,544	$619,163
CGI Advantage360 Human Resource Management (HRM) - Number of Employees: 25,001-50,000	$1,033,322	30%	$723,325	$1,808	$725,134
CGI Advantage360 Human Resource Management (HRM) - Number of Employees: 50,001-75,000	$1,109,805	30%	$776,863	$1,942	$778,805
CGI Advantage360 Human Resource Management (HRM) - Number of Employees: 75,001-100,000	$1,377,534	30%	$964,274	$2,411	$966,684
CGI Advantage360 Human Resource Management (HRM) - Number of Employees: Greater than 100,000	Entities with greater than 100,000 employees should contact CGI directly to determine the appropriate deployment model and Annual Subscription Price.				

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1. The Net prices listed in Exhibit 1 and Exhibit 2 above reflects a 30% discount from list price; additional discounts can be negotiated with further discussions
2. Additional discounts can vary based on the term of the agreement
3. Annual subscription fee payable at contract execution.
4. The Price for the Annual Subscription fee includes all license, maintenance, hosting, technical support, and all necessary third party tools required to implement the CGI Advantage 360 solution.
5. The Customer Price for the Annual Subscription fee provides the organization enterprise rights to the software.
6. Implementation services are not included in the Annual Subscription fee and are negotiated based on client requirements.
7. Additional discounts may apply should clients chose to procure all Advantage 360 solution modules.
8. Pricing to be negotiated for entities greater than $1B in Budget Dollars Managed or Number of Employees greater than 100,000.

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1.1.1 SaaS Value-added Services

The rate card provided in Exhibit 3 below provides hourly rates for additional value added services for the CGI Advantage360 offerings inclusive of the discount and NASPO Administrative Fees.

Exhibit 3 - CGI Advantage360 hourly rate card for value added services

Professional Service Category	Standard Rate	Discount % off Std. Price	NASPO Discounted Rate	NASPO ValuePoint Administrative Fee (0.25%)	NASPO Rate (Includes Admin Fee)
Vice President, Project Executive	$400.00	25%	$300	$0.75	$300.75
Engagement/Senior Program Manager	$400.00	25%	$300	$0.75	$300.75
Security Lead	$400.00	25%	$300	$0.75	$300.75
Project Manager	$347.00	25%	$260	$0.65	$260.90
Subject Matter Expert	$327.00	25%	$245	$0.61	$245.86
Technical Architect	$327.00	25%	$245	$0.61	$245.86
Deputy Project Manager	$313.00	25%	$235	$0.59	$235.34
Security Specialist	$293.00	25%	$220	$0.55	$220.30
Team Lead	$260.00	25%	$195	$0.49	$195.49
Technical Lead	$260.00	25%	$195	$0.49	$195.49
Change Management/Communications	$233.00	25%	$175	$0.44	$175.19
Senior Business Analyst	$233.00	25%	$175	$0.44	$175.19
Senior PA	$233.00	25%	$175	$0.44	$175.19
Business Analyst	$180.00	25%	$135	$0.34	$135.34

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Professional Service Category	Standard Rate	Discount % off Std. Price	NASPO Discounted Rate	NASPO ValuePoint Administrative Fee (0.25%)	NASPO Rate (Includes Admin Fee)
Operations Support	$180.00	25%	$135	$0.34	$135.34
PA	$180.00	25%	$135	$0.34	$135.34
System Administrator	$180.00	25%	$135	$0.34	$135.34
Trainer	$180.00	25%	$135	$0.34	$135.34
Tester	$160.00	25%	$120	$0.30	$120.30
Technical Writer	$127.00	25%	$95	$0.24	$95.49
Project Assistant	$93.00	25%	$70	$0.17	$69.92

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ATTACHMENT D

CGI Technologies and Solutions Inc.
350 S. Grand Avenue, Suite 3800
Los Angeles, CA 90071 USA
Tel. (213) 239-5300

cgi.com

March 10, 2016

Christopher Hughes
Assistant Director
State of Utah, Division of Purchasing
3150 State Office Building, Capitol Hill
Salt Lake City, Utah 84114-1061

Re: Utah Solicitation Number CH16012 Cloud Solutions

Dear Mr. Hughes:

CGI Technologies and Solutions Inc. (CGI) thanks the State of Utah, Division of Purchasing in conjunction with NASPO ValuePoint for the opportunity to participate in this procurement. CGI has a long standing relationship with many of the Participating Entities interested in leveraging this vehicle to advance their cloud strategies.

Founded in 1976, CGI is one of the largest IT and business process services providers in the world. We combine innovative services and solutions with a disciplined delivery approach that has resulted in an industry-leading track record of delivering 95% of projects on time and within budget. Our global reach, combined with our proximity model of serving clients from 400 locations worldwide, provides the scale and immediacy required to rapidly respond to client needs. Our business consulting, systems integration and managed services help clients leverage current investments while adopting technology and business strategies that achieve top and bottom line results.

Our proposal submittal consists of several innovative, service offerings as articulated in the Cloud Solutions RFP. As requested, CGI provides the following statements:

- CGI understands that we may be required to negotiate additional terms and conditions, including additional administrative fees, with Participating Entities when executing a Participating Addendum.
- CGI's response to Solicitation Number CH16012 Cloud Solutions was written by employees of CGI Technologies and Solutions Inc. and its affiliated companies.
- CGI is not currently suspended, debarred or otherwise excluded from federal or state procurement and non-procurement programs.
- CGI acknowledges that a 0.25% NASPO ValuePoint Administrative Fee and any Participating Entity Administrative fee will apply to total sales for the Master Agreement(s) awarded from the RFP.

- CGI is proposing two Cloud Solution offerings and additional value added services under the terms of the RFP:
    - CGI Advantage360 – A Software as a Service (SaaS) offering that expedites delivery of CGI's world class government ERP capabilities provided in a Community Cloud
    - CGI Government Cloud – an Infrastructure as a Service (IaaS) offering provided in a Community Cloud dedicated to supporting Federal, State, and Local government agencies requiring an infrastructure with security controls that are independently audited for compliance with NIST Special Publication 800-53 for a moderate impact level
    - CGI Unify360 - a unified IT platform, consulting services, frameworks and practices needed to understand an organization's entire IT portfolio, create cohesive strategies that align IT to business objectives, and maximize IT investments
- CGI is capable of storing and securing the following data risk categories:
    - CGI Advantage360 Software as a Service satisfies the ability to store and secure up to Moderate Risk Data.
    - CGI Government Cloud Infrastructure as a Service satisfied the ability to store and secure up to Moderate Risk Data.

We look forward to the next steps in this procurement process, and the opportunity to support the State of Utah in conjunction with NASPO ValuePoint in bringing the high value, cost effective cloud solutions to the participating states.

Sincerely,

David Delgado
Senior Vice President

3 Mandatory Minimum Requirements

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Please note that per RFP requirements 3.12 #3 and Section 5, CGI has provided the following four mandatory minimum requirements as separate documents included in our response.

1. Signature Page (RFP section 5.1)
2. Cover Letter (RFP section 5.2
3. Acknowledgement of Amendments (RFP section 5.3)
4. Executive Summary (RFP section 5.4)

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3.1 General Requirements for Service Offerings

5.5 (M) GENERAL REQUIREMENTS

5.5.1 Offeror must agree that if awarded a contract it will provide a Usage Report Administrator responsible for the quarterly sales reporting described the Master Agreement Terms and Conditions, and if applicable Participating Addendums.

Yes. CGI will provide a Usage Report Administrator responsible for the quarterly sales reporting described in the Master Agreement Terms and Conditions, and if applicable Participating Addendums.

5.5.2 Offeror must provide a statement that it agrees to cooperate with NASPO ValuePoint and SciQuest (and any authorized agent or successor entity to SciQuest) with uploading an Offeror's ordering instructions, if awarded a contract.

Yes. CGI agrees to cooperate with NASPO ValuePoint and SciQuest (and any authorized agent or successor entity to SciQuest) with uploading CGI's ordering instructions, if awarded a contract.

5.5.3 Offeror must at a minimum complete, provide, and maintain a completed CSA STAR Registry Self-Assessment . Offeror must either submit a completed The Consensus Assessments Initiative Questionnaire (CAIQ), Exhibit 1 to Attachment B, or to submit a report documenting compliance with Cloud Controls Matrix (CCM), Exhibit 2 to Attachment B. Offeror must also represent and warrant the accuracy and currency of the information on the completed. Offerors are encouraged to complete and submit both documents.

CGI has submit a completed The Consensus Assessments Initiative Questionnaire (CAIQ), Exhibit 1 to Attachment B for each of our Cloud offerings; Advantage360 ERP Software as a Service and CGI Government Cloud Infrastructure as a Service as ***Technical Response SaaS - AttBExh1 CAIQ_CH16012 Cloud Solutions_CGI.xlsx*** and ***Technical Response IaaS - AttBExh1 CAIQ_CH16012 Cloud Solutions_CGI.xlsx*** respectively.

CGI represents and warrants the accuracy and currency of the information on the completed CAIQ questionnaires as of the date of this response.

5.5.4 Offeror, as part of its proposal, must provide a sample of its Service Level Agreement , which should define the performance and other operating parameters within which the infrastructure must operate to meet IT System and Purchasing Entity's requirements. .

Yes. CGI has provided a sample of our Service Level Agreement, which defines the performance and other operating parameters within which the infrastructure must operate to meet IT System and Purchasing Entity's requirements for each of our offerings.

Please see ***Appendix B_1 CGI Advantage360 SaaS Agt_CGI.docx*** for the CGI Advantage360 Software-as-a-Service Agreement, including Advantage360's standard Service Level Agreement.

The Service Level Agreement for the CGI Government Cloud Infrastructure as a Service offering is provided in file "***Technical Response IaaS_CGI.docx*** " in ***Section 6.10***.

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3.2 Recertification of Mandatory Minimums and Technical Specifications

5.7 RECERTIFICATION OF MANDATORY MINIMUMS AND TECHNICAL SPECIFICATIONS

Offeror must acknowledge that if it is awarded a contract under the RFP that it will annually certify to the Lead State that it still meets or exceeds the technical capabilities discussed in its proposal.

Yes. CGI acknowledges that if awarded a contract under the RFP that it will annually certify to the Lead State that it still meets or exceeds the technical capabilities discussed in its proposal.

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5 Organization Profile

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5.1 Contract Manager

7 ORGANIZATION AND STAFFING

7.1 (ME) CONTRACT MANAGER

The Offeror must provide a Contract Manager as the single point of contact for management of the NASPO ValuePoint Master Agreement, administered by the State of Utah. The Contract Manager must have experience managing contracts for cloud solutions.

7.1.1 Provide the name, phone number, email address, and work hours of the person who will act as Contract Manager if you are awarded a Master Agreement.

Mr. Robert (Bob) Stein will serve as CGI's Contract Manager acting as the single point of contact for the management of the NASPO ValuePoint Master Agreement, administered by the State of Utah. Mr. Stein's contact information is:

Name: Robert Stein
Phone: (303) 215-3500
Email: robert.m.stein@cgi.com

Normal working hours: 8AM - 5PM Mountain Time.

5.2 Contract Manager Experience

7.1.2 Describe in detail the Contract Manager's experience managing contracts of similar size and scope to the one that will be awarded from this RFP. Provide a detailed resume for the Contract Manager.

With more than 20 years in the information technology industry, Mr. Stein has a wide range of experience providing project and account management experience and is seasoned in managing complex relationships. In today's integrated technology environment it is necessary to provide solutions that meet the needs of our client including IaaS, PaaS and SaaS offerings. Cloud governance is essential for enterprises to maintain control over increasingly complex and integrated systems, services and human resources environments.

Mr. Stein has been managing State of Colorado contract, and writing amendments to those contracts, as well as managing the third party contracts for State of Colorado.

Mr. Stein's resume is attached as ***Appendix C_Contract Manager Resume_CGI.docx.***

5.3 Contract Manager Roles and Responsibilities

7.1.3 Describe in detail the roles and responsibilities of the Contract Manager as they apply to the NASPO ValuePoint Master Agreement that will be awarded from this RFP.

The State of Utah in conjunction with NASPO ValuePoint seeks industry partners with the thought leadership, capabilities, resources, best practices and drive to market, capture, and successfully execute task orders.

We have structured our team to support the State of Utah, NASPO ValuePoint and the Participating Entities (Exhibit 5-1) to aggressively market the master agreement and effectively manage and administer multiple, concurrent orders in geographically dispersed areas serving all the Participating

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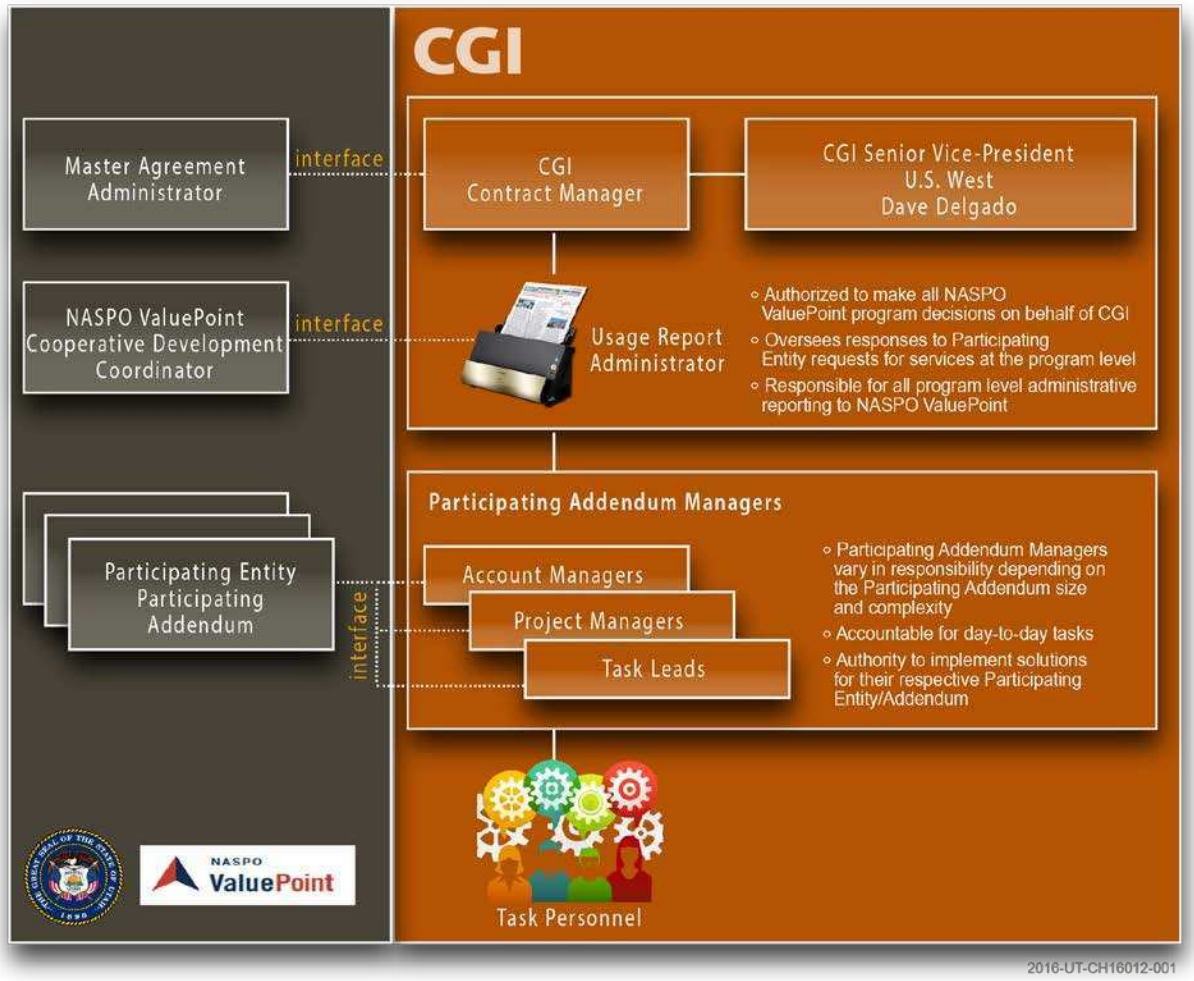
States and Entities and to support consistency in service delivery of solution offerings at or above performance and quality expectations.

Exhibit 5-1 - CGI's NASPO ValuePoint Contract Management Organization.



At the Master Agreement level, the CGI Contract Manager is supported by the Account Managers assigned to the active Participating States and Entities (AM) and corporate assets (e.g., human resources, contracting, business development, solutions architects) to allow the Contract Manager to effectively administer the overall Master Agreement. By giving the AM technical performance oversight and the various Project managers the authority to fully manage their individual Participating State or Entity task orders, the CM only needs to address any issues that arise that are beyond the authority or capability of the AM/PMs and can focus on marketing, outreach, and responding to other Participating States or Entities and other Master Agreement level issues. By expanding the number of Task Leads (TL) as required by the number and size of the orders awarded to CGI, the PM ensures each TL does not have more than he/she can handle.

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The CGI Contract Manager will fulfill the following specific roles and responsibilities of the as they apply to the NASPO ValuePoint Master Agreement:

- Client satisfaction-centric approach including top-level corporate senior commitment;
- Quarterly sales reporting and usage reports;
- Maintain clear ordering instructions with SciQuest and any authorized agent or successor entity to SciQuest;
- Maintain accurate and up to date CSA STAR Registry Self-Assessments for each offering
- Submit quarterly sales reports (Summary Sales Data) directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool
- Report sales data to the State of Utah and NASPO ValuePoint on a quarterly basis including details by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) and line item description
- Provide NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any PA roll out or implementation activities and issues
- Provide update materials in support of CGI's offerings
- Clear organizational lines of authority and responsibility to ensure effective resource management;
- Practical processes and quality controls with clear identification of deliverables and activities to provide high quality services;
- Effective partner communication through a common frame of reference;
- Customer Satisfaction Assessment (CSAP) to measure effectiveness of our execution and continuously improve.

CGI will be an advocate to both the State of Utah and NASPO ValuePoint with potential Participating States to help entities use the NASPO ValuePoint Master Agreement vehicle. Through customer visits and industry events, CGI will champion the benefits of the NASPO ValuePoint Master Agreement vehicle and drive business towards the NASPO ValuePoint Master Agreement as appropriate. We currently provide services and expect to compete using this contract vehicle in almost all of the states that have expressed an interest in using the NASPO vehicle for Cloud Solutions.

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4 Business Information

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4.1 Business Profile

6	BUSINESS INFORMATION
6.1	(M)(E) BUSINESS PROFILE

Provide a profile of your business including: year started, organizational structure, client base (including any focus by region, market sector, etc.), growth over the last three (3) years, number of employees, employee retention rates (specific for employees that may be associated with the services related to the RFP) over the last two (2) years, etc. Businesses must demonstrate a minimum of three (3) years of experience providing cloud solutions for large scale projects, including government experience, to be eligible for award.

4.1.1 CGI Background

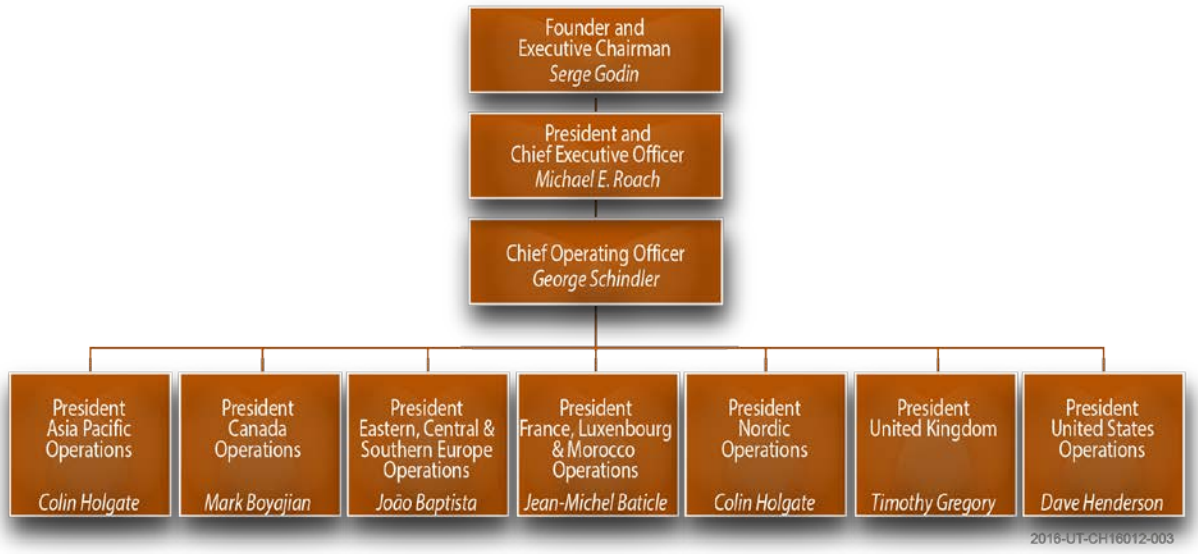
Founded in 1976, CGI has grown to become one of the largest independent IT and business process services companies in the world with 65,000 professionals spanning 400 locations across 40 countries servicing 5,000 clients across the globe.

CGI delivers a full spectrum of innovative and adaptable solutions including IT and business consulting, systems integration, application management and development, IP-based solutions including cloud offerings, flexible infrastructure services and comprehensive outsourcing services. CGI offers clients an end-to-end solution from consultancy to implementation, integration and management of cloud-based services. We have a clear vision on how to help government and commercial organizations adapt to both traditional pressures and to the ever-changing financial landscape. We are helping clients improve mobility, security, end-user experience, increase customer loyalty and realize the benefits that come with IT and business transformation.

4.1.2 Organizational Structure

CGI's operations are organized in seven strategic business units under the Chief Operating Officer, George Schindler as shown in Exhibit 1.

Exhibit 4-1 - CGI Organizational Structure



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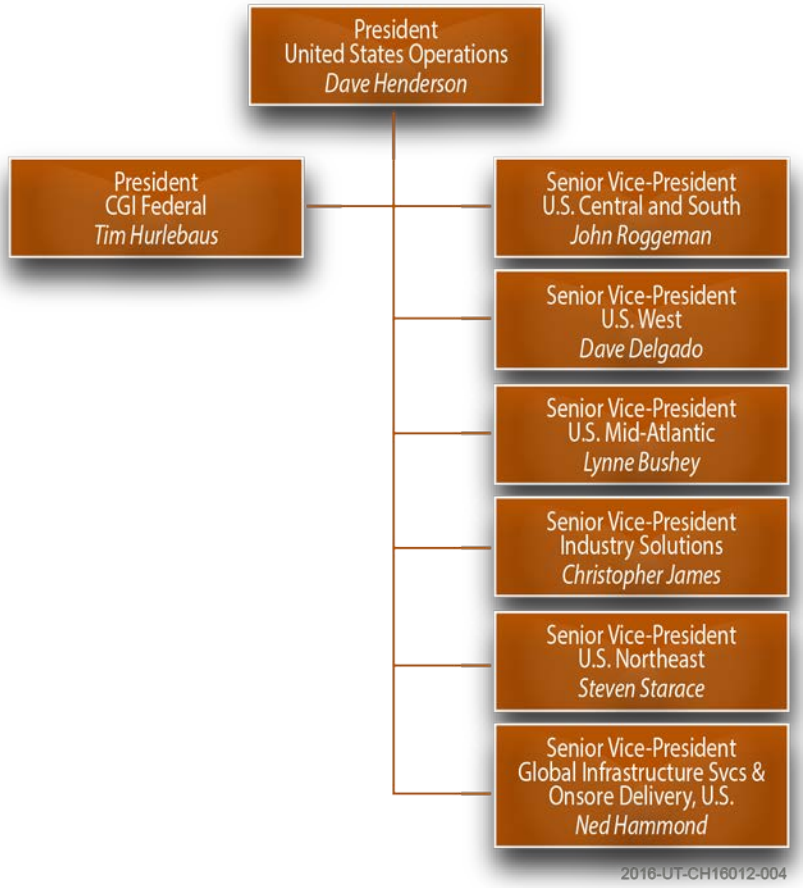
The United States Operations are managed by Dave Henderson, President US and divided into two groups as shown in Exhibit 2.

- CGI Federal which includes all services delivered to the US federal government; and
- US Enterprise Markets which includes all private and public sector services at the state and local levels.

Within US Enterprise Markets, business units are structured around geographic regions in support of CGI's client proximity model and supported by two business units focused on industry solutions and global infrastructure and onshore delivery centers.

Exhibit 4-2 - CGI US Operations



4.1.3 Client Base

Our approach

CGI's delivery of our products and services makes us a partner of choice. CGI organizes operations in close proximity to key clients and markets, including many of the same locations as MAPFRE. Establishing partnerships and relationships is required for long-term success. Our business approach puts clients and their results first.

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- **Local accountability** – We live and work near our clients to provide a high level of responsiveness. Your local CGI team speaks your language, understands your business environment, and collaborates to meet your goals and advance your business.
- **Committed experts** – CGI's professionals have extensive industry, business and technology expertise to help you succeed. In addition, a majority of our professionals are company owners, providing an added level of commitment to your success.
- **Global reach** – Our local presence is complemented by an expansive global delivery network that ensures you have access to the best-fit capabilities and resources to meet your needs 24/7.
- **Comprehensive quality processes** – CGI's investment in quality frameworks and rigorous client satisfaction assessments provides for a consistent track record of on-time and within budget project delivery.
- **Tangible innovation** – Our full-offering strategy is complemented by a broad portfolio of services and solutions that enable clients to optimize business operations, better serve customers and drive growth. In close collaboration with clients and partners, we apply cross-industry insights that maximize current investments while taking advantage of new technologies and ideas.

Our services

CGI has a comprehensive portfolio of services — including consulting, systems integration, the full management of end-to-end IT and business functions, and 150+ proprietary solutions — enabling us to serve as our clients' full-service provider by improving all facets of their operations. Key service areas include:

- **Cloud/Infrastructure services** – Comprehensive infrastructure management capabilities that adapt to business requirements and service priorities including:
  - A cloud strategy that defines an appropriate roadmap with the best providers, processes, methods, governance and technology.
  - Cloud readiness assessment to evaluate current usage and recommend the most appropriate model.
  - Cloud security assessment to understand both current and potential risks.
  - Cybersecurity services that provide 24X7 protective monitoring and intervention services.
  - Public cloud implementation, integration and management.
  - CGI cloud-based services such as virtual workspace and analytics-as-a-service.
  - Hybrid cloud implementation and integration.
  - The CGI Enterprise Cloud Platform that offers public cloud functionality in the safety of a private cloud.
  - Community cloud implementation and integration.

  CGI was the first large cloud provider to receive the U.S. Federal Risk and Authorization Management Program (FedRAMP) cloud security certification, and one of the first to receive the Defense Information Systems Agency's (DISA's) cloud security accreditation. We operate IaaS clouds for over 200 Federal, State and Local Agencies, managing 3rd party commercial cloud service

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providers (CSP), CGI cloud implementations, and agency-specific private clouds. CGI also offers secure cloud services through the UK's G-Cloud initiative.

- **High-end business and IT consulting** – Expertise to help grow your business, drive revenue, improve efficiency and become more agile
- **Systems integration services** – System architecture, system development and implementation of business and technology solutions
- **Application development and management** – Design, development, implementation, maintenance and improvement of business applications
- **Business process services** – Management of back-office business processes to streamline operations
- **CGI solutions** – Portfolio of 150 CGI-developed business and IT solutions that reduce costs and create operational efficiencies

Our industry expertise

CGI offers end-to-end services to a selected set of economic sectors. Throughout CGI's history, we have delivered significant services to public and private sector clients worldwide including 48 U.S. State governments, over 100 Federal agencies, and hundreds of Fortune 500 companies. We have extensive business and technical expertise in each of these industries, allowing us to fully understand our clients' realities and the know-how and solutions needed to advance their business goals.

CGI has helped more than 2,000 government clients in 15 countries build successful transformation programs. We partner with national, state, provincial and local governments to design and deliver digital strategies to achieve their transformation objectives in financial and administrative management, public safety and justice, health and human services, education, environmental protection and more. For defense, intelligence and space agencies and ministries, we help advance mission objectives in national security, logistics, operations, communications, simulation, infrastructure, military health, security vetting and earth exploration.

We help clients plan and implement solutions to prepare for the digital future. Innovation is key to this process. We combine our domain expertise, best practices, IP solutions including cloud offerings and end-to-end services with our vast partnership experience with clients to bring the best ideas and innovative solutions to enable our clients' transformation.

- **Digital government**– We help public sector organizations around the world transform the way they interact with citizens and provide services, while improving operational excellence and reducing costs.
- **Future cities and regions**– We deliver scalable solutions that help our clients create more livable, prosperous, sustainable and safer communities. We assist in aligning strategy and roadmaps, enabling technology and implementation services to improve citizen engagement, human services, transport, tourism, government administration and more. (Learn more at cgi.com/future-cities.)
- **Cloud enablement**– We enable clients to adopt cloud services with proper governance, security and visibility through our secure government clouds and CGI Unify360 offering for managing cloud and on-premises IT in a single solution. CGI's cloud offerings reduce risk and provide greater visibility and insight across cloud and traditional on-premises IT delivery.

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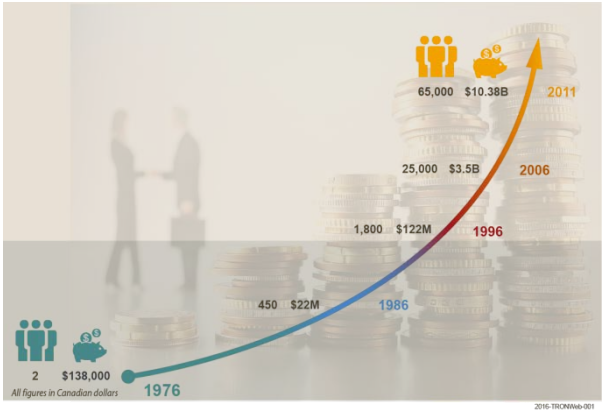
- **Smart defense**– CGI helps military clients leverage their current investments while taking advantage of new ideas and proven technologies. We combine technological, procedural and operational innovation with local, long-term client relationships, and provide cost-effective solutions that optimize military operations and ensure interoperability between local and multinational partners.

In addition to government, our targeted industries include:

- **Financial services** – Helping insurers, market-leading retail, wholesale banks, and capital markets to reduce costs and improve the customer experience
- **Health** – Partnering with government health regulators, providers and payers; commercial individual care delivery institutions, integrated health systems and payers; and pharmaceutical and life sciences firms to improve health business and clinical outcomes
- **Communications** – Supporting the transformation of leading communications services providers across North America, Europe and Asia Pacific
- **Utilities** – Partnering with hundreds of major utilities, including electricity, gas and water clients, to build customer-centric business models and achieve operational excellence
- **Oil and gas** – Helping leading upstream and downstream companies extract more value from every aspect of their supply chain
- **Manufacturing** – Driving competitiveness and profitability for manufacturers in multiple sectors, including aerospace, automotive, mining and metals, chemicals, pulp and paper, high-tech and electronics
- **Transportation** – Working with leading airlines, airports, rail organizations, and government transportation agencies, transit authorities and regulators, to achieve profitable growth
- **Post and logistics** – Helping major postal organizations and logistics companies stay ahead of a rapidly changing business landscape
- **Retail and consumer services** – Supporting clients in retail, consumer services and wholesale distribution to optimize supply chains and enhance the customer experience

4.1.4 Performance

CGI is a financially strong company with four decades of steady growth, becoming the fifth largest independent information technology and business process services provider in the world. Our global reach, combined with our proximity model of serving over 5,000 clients from 400 locations across 40 countries, provides the scale and immediacy required to rapidly respond to client needs. Our experts apply deep domain knowledge and cross-industry insights to help clients innovate to deliver greater value to their customers and citizens.



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CGI's fiscal 2015 results for the period ending September 30, 2015 include:

- Revenue of $10.3B
- Backlog of $20.7B
- Bookings of $11.6B

Growth

CGI's growth over the last three (3) years is shown in Exhibit 4-3 below.

Exhibit 4-3 - CGI Revenue Growth

Business Group	Fiscal Year 2015	Fiscal Year 2014	Fiscal Year 2013
Revenue (CDN)[1]	$ 10,287,096	$ 10,499,692	$ 10,084,624

Number of Employees

CGI has 65,000 employees.

Employee Retention Rate

CGI's voluntary attrition rates are shown in Exhibit 4-4 below.

Exhibit 4-4 - CGI Voluntary Attrition Rates

Business Group	Fiscal Year 2015	Fiscal Year 2014
US Operations	15.6%	15.6%
Industry Solutions (US)	1.4%	1.4%
Global Infrastructure Services & Onshore Delivery	19.7%	1.3%

4.1.5 Experience providing cloud solutions

For more than 35 years, CGI has provided comprehensive IT services to large, complex business and governmental organizations, and now brings that expertise forward to deliver a complete cloud solution. Our offerings rest upon superior accountability and control to contain the costs of cloud services while making it a priority that new and traditional systems run smoothly, data remains secure, and service level agreements are maintained and, where necessary, improved. CGI evolved our cloud offerings over the past decade in lock step with our clients to confirm we are meeting the ever changing demands of their operations and business.

[1] CGI's fiscal year is October 1 through September 30. All financial results are reported in Canadian Dollars.

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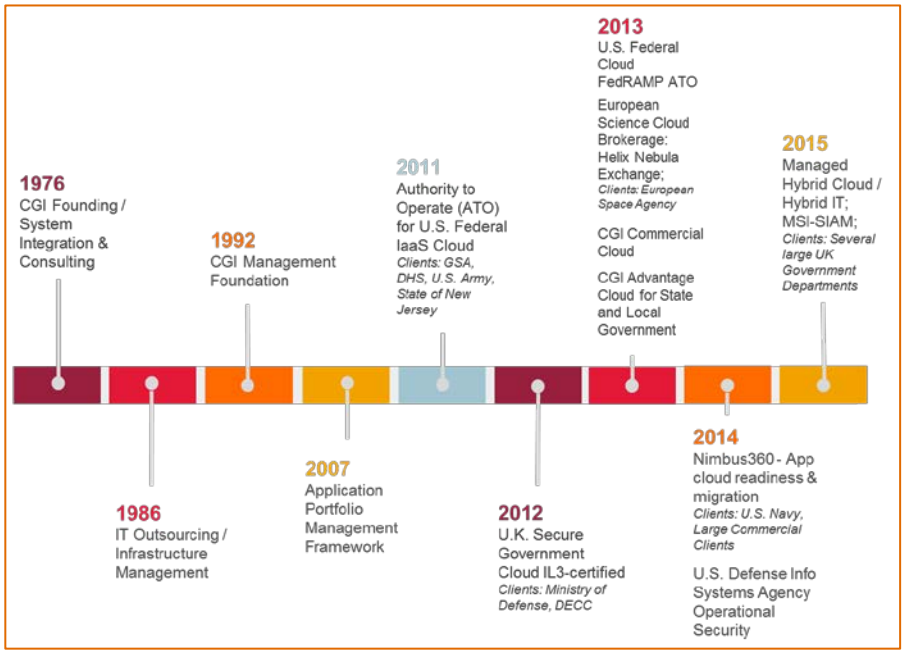
Whether your enterprise must ramp up services quickly during peak periods of operation or upon a new product release, or you seek alternatives to soaring IT costs, yet remain wary of over- or under-provisioning future IT services. Whatever the case, CGI's cloud solutions meet the most demanding enterprise and government requirements through infrastructure and software as a service solutions, supported by consulting services that pinpoint the most strategic cloud computing approach for your business.

Exhibit 4-5 - Evolution of Services leading to Unify360 and Cloud Solutions

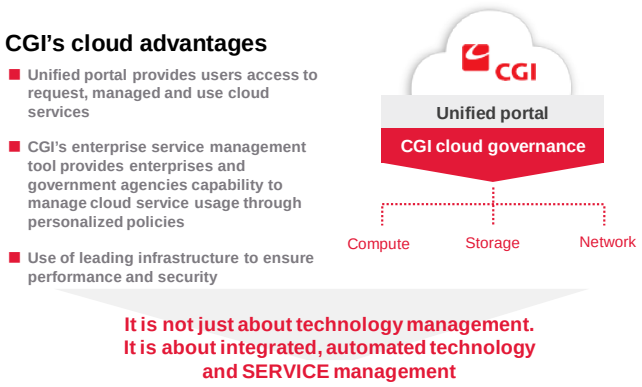


Throughout, vigilance is critical to success. Unless an enterprise and qualified cloud provider both think several steps ahead the very benefits that drew your organization to the cloud could quickly erode. CGI facilitates the active engagement between both parties to create and preserve cloud infrastructure savings, security, and service quality. We aim to be the partner of choice for our clients and we believe ours is the value added relationship that will assist NASPO and the Participating Entities in realizing their cloud objectives.

CGI Delivers Value with Differentiated Cloud Offerings.

CGI has harnessed the cloud for clients in the government and commercial sectors as well as our own IT applications and infrastructure. Our combination of solutions, focused entirely on meeting enterprise-grade requirements, is designed to successfully guide you into the cloud with confidence. Proven time and again against the toughest client requirements, our processes, governance and service levels combine to deliver the promised results that drew you to the cloud model in the first place. When you engage CGI, you receive the benefits around our well defined and thought through offerings and services backed by industry experience.

Services not just servers. CGI's cloud offerings combine advanced commercial technology and expertise, disciplined service management, and government know-how to maximize savings, security, flexibility, transparency, data-driven decisions and collaboration. Our comprehensive portal interface provides a self-managed environment for superior control, transparency, and accountability. Clients can simply login and request additional capacity,



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turning service levels up (and down) as usage demands dictate, as well as govern which user have rights to make service requests. Our portal provides visibility into the total cost of spend, a welcome reprieve at a time when complex billing models are the industry norm. One-on-one consultative planning will help your enterprise transition, implement, and maintain secure cloud operations and prevent hidden costs. As needed, CGI's skilled consultants are available to support your specific needs. CGI brings to you a partnership with a full suite of offerings crafted to meet your specific requirements and delivered with our customers in mind.

Application management and Geospatial expertise. CGI has deep experience in managing business applications for our government and commercial clients. Our cloud consulting services provide for a cloud roadmap that moves your organization from pilot to production—helping you to evaluate all of the deployment options, including public clouds, private clouds, hybrid clouds, for all types of cloud service offerings, including IaaS (infrastructure as a service), PaaS (platform as a service) and SaaS (software as a service). Our references speak to the degree to which CGI clients engage us for management of their business applications in addition to IaaS. We are a strategic partner for clients as they look to leverage the cloud in a meaningful way.

Sustainable savings model through strict governance. CGI's cloud delivers short-term savings for immediate budget challenges, along with the integrated service management and governance to achieve savings long-term. While cloud computing holds the promise of savings, traditional provider offerings routinely include hidden costs. Typically, cloud offerings come with so many different parameters used for billing that it is difficult to predict the total amount of charges that an enterprise will incur. With CGI's sustainable savings model based on our governance in planning and operating our client environments, you can expect initial savings of up to 10-20 percent from economies of scale and an additional 20-30 percent by paying only for what you need. Additional long-term savings come courtesy of CGI's leading industry expertise and continued technology investments in data centers, applications, and cloud interface systems. Our governance is based on embedded service standards, policies and frameworks to maximize efficiency gains with periodic reviews to confirm CGI continues to deliver on client expectations now and into the future. Our assigned client contacts provide the customer service organizations are looking for with concise reports and clean invoicing, with a focus on improving the customer experience.

Government ready. CGI is one of the first firms to develop a cloud that delivers the security parameters Government agencies require to take advantage of cloud compute environments and offerings. CGI was competitively awarded the U.S. General Services Administration's Blanket Purchase Agreement (BPA) for Infrastructure as a Service (IaaS) on October 15, 2010. This high degree of security is the basis for CGI's security certification which is leveraged across CGI's Government Cloud and is a key differentiator for CGI with both Federal and State clients. In order to achieve this certification, our cloud underwent the Assessment and Authorization (A&A) process where we received an Authority To Operate (ATO). As part of the A&A process, CGI developed the CGI IaaS Cloud System Security Plan (SSP) which details the Cloud infrastructure and the management, operational, and technical security controls in place to protect the Cloud. Formal Risk Assessments (RA) are conducted in accordance with FISMA compliance regulations and are documented in the SSP and a Security Assessment Report. CGI's certified cloud services, facilities, and robust monitoring provide the transparency and accountability you need.

Full service provider. CGI is your single cloud source and accountable for our full range of cloud services. Realizing maximum value from the cloud requires a public sector IT veteran. CGI provides the expert guidance and consultative approach to determine best-fit solutions for whatever your

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programmatic and technical requirements dictate. Our ongoing consulting services put the power to design, provision, and scale the IT environment precisely where it belongs: in your hands. Our cloud solutions complimented by our professional services help you whether you strive to be self-sufficient in the cloud or plan on a migration to a managed service model—we will get you there.

Proven transition methodology. Solid transition planning provides a transparent path to successful implementations in the cloud. CGI works with our client to transition to the cloud without service interruptions or security breaches. Transition requires a disciplined, step-by-step, and low-risk planning approach that delivers on the defined business case. CGI works with you to gather information and define the best approach to migrating target systems, moving data, provisioning, and optimizing your operational model. Transition is treated as a discrete project with strong management, well defined milestones and exit criteria, inclusive of a well-defined plan for knowledge acquisition/transfer. We understand that the first step in becoming operational in the cloud is based on securing the right environment, successfully standing up the application with migrated data, and subsequent migrating management of the platform to a steady state operation.

4.2 Scope of Experience

6.2 (M)(E) SCOPE OF EXPERIENCE

Describe in detail the business' experience with government or large consortium contracts similar to the Master Agreements sought through this RFP. Provide the approximate dollar value of the business' five (5) largest contracts in the last two (2) years, under which the business provided offerings identical or very similar to those required by this RFP. Government experience is preferred.

Exhibit 4-6 below provides a sampling of recent CGI contract awards which included Cloud services. The approximate value listed is for all CGI services delivered under the contract, which includes any additional value added services along with the cloud solutions.

Exhibit 4-6 - Sample Contract Awards with Cloud Solutions

Client / Engagement	Description	Approximate Value
Countrywide PLC (UK)	A large IT modernization including data center consolation and move to CGI data centers and a private cloud for Countrywide PLC's hosting needs	£90M
UDE Oslo School system	A large IT modernization with hybrid IaaS cloud and Office 365 migration	CDN$69M
State of NJ SIROMS	Hurricane Sandy relief funds management hosted in CGI's FedRAMP Government Cloud	US$59M
State of Michigan CGI Advantage	Implementation of CGI Managed Advantage Private Cloud model to host, operate, maintain, and upgrade the state's ERP systems.	US$89M
US Courts	A Cloud-hosted implementation of CGI's ERP solution, Momentum™ for Federal government agencies	US21.7M

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4.2.1 Experience with government or large consortium contracts

Throughout CGI's history, we have delivered significant services to public sector clients worldwide including nearly 200 U.S. state and local government clients and over 100 Federal agencies. With over $3.7B awarded under our GWACs, IDIQs and BPAs, CGI successfully manages large technically complex, concurrent and geographically dispersed consortium contracts similar to the Master Agreements sought through this RFP. CGI is currently managing over 100 task orders on 12 U.S. Government IDIQ contracts.

The following press releases over the past two years highlight some of the more recent CGI government or large consortium contracts awarded to CGI.

4.2.1.1 Navy Awards CGI Role on $809M Naval Supply Systems Command Business Systems Center IDIQ Contract

Process management and data services to support current and future Navy requirements

Fairfax, Virginia, February 2, 2016 -

CGI (NYSE: GIB) (TSX: GIB.A) today announced that it has been awarded part of the Navy's estimated US$809.48 million multiple award, indefinite-delivery/indefinite-quantity, cost-plus-fixed-fee, firm-fixed-price task order contract to obtain process improvement, reengineering, management and data support services, to include Navy Enterprise Resource Planning sustainment on behalf of Naval Supply Systems Command (NAVSUP) Business Systems Center (BSC). CGI is one of eight awardees on this contract. Each contract includes a 12-month base period with four 12-month option periods. If all options are exercised, work will be completed by July 2020.

NAVSUP BSC provides worldwide mission support in process management and data services to support current and future Navy requirements. CGI will assist NAVSUP BSC with a variety of services, including:

- Data governance and analysis
- Business process re-engineering and management
- Business system engineering and integration

CGI has a long history of delivering mission support solutions to the U.S. military. "This is an exciting opportunity to work with the Navy on a global scale to provide Enterprise Resource Planner (ERP) solutions that help drive cost efficiencies and improve systems," said CGI Senior Vice President for U.S. Defense Programs Patrick Dougherty.

CGI delivers leading IT solutions and end-to-end service offerings that help clients successfully manage ERP business processes and data challenges and opportunities around the globe. "CGI is committed to delivering business systems and processes that enable the Navy to be more agile and effective as a global force," said Tim Hurlebaus, president of CGI Federal Inc. "We will continue to leverage our full capabilities to support NAVSUP BSC in both their existing and future requirements.

4.2.1.2 CGI contracts with multiple Michigan localities to deliver robust SaaS-based enterprise resource planning solution

State-sourced technology solution now available for localities through unique partnership

Fairfax, Virginia, May 21, 2015 -

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CGI (NYSE: GIB) (TSX: GIB.A) today announced that it is partnering with the Michigan Municipal Services Authority (MMSA) to offer CGI Advantage360®, a software as a service (SaaS) enterprise resource planning (ERP) solution, to multiple Michigan localities. Initial clients under the new agreement are the City of Grand Rapids, which signed a US$6.5M, five-year contract, and Kent County, which signed a US$6M, five-year contract. The State of Michigan contracted with CGI in June 2014 to utilize CGI Advantage® for state-wide financial management.

CGI was selected by the MMSA through Michigan's MiDEAL initiative, an extended purchase program allowing local government entities to use state contracts for purchasing goods and services. In Michigan, CGI Advantage360 provides localities, large and small, budget constrained or not, with common access to a proven budget, financial, procurement and human resource management solution at increasingly reduced subscription rates.

"CGI's SaaS solution is unique in that it offers the mid-sized government market a truly secure, affordable, cloud-based, built-for-government ERP. We welcome these Michigan localities to our user community and look forward to their adoption of our proven ERP that delivers ease of use, transparency for citizens, and powerful features for managing government operations," said Daniel Keene, Senior Vice President, Advantage Program, CGI.

"One of the first landmark projects for the MMSA was to find a financial management solution, with top quality, off-the-shelf capabilities that could be utilized by multiple municipalities," said Department of Technology, Management and Budget Director and Michigan CIO David Behen. "CGI Advantage360 will allow standardized financial processing, leading to improved efficiency and effectiveness at the local level. Local officials will have access to more accurate information, which will lead to better decision-making, and, as a result, to better financial outcomes state-wide."

MMSA Chief Executive Officer Robert Bruner agreed, adding, "CGI Advantage360 provides just what the Authority was looking for. This solution will help local governments reduce operational costs and achieve long-term cost predictability. Our partnership allows the MMSA to provide a full suite of built-for-government tools 'out of the box' to any local government in Michigan."

"Michigan-specific best practices will be realized through implementation for future MMSA members," said John Roggemann, Senior Vice President, CGI. "The state has shown great creativity in developing MiDEAL and the MMSA and it's an outstanding example of collaboration that others can model."

Kent County Fiscal Service Director Stephen Duarte said, "We are thrilled to be part of such an innovative and collaborative program. This is a cost-effective, easily implemented solution that works for Kent County and will no doubt prove extremely attractive to other Michigan jurisdictions in the months to come."

Grand Rapids Chief Financial Officer Scott Buhrer said his city is pleased to partner with CGI, adding, "This collaborative effort will position local governments across the State of Michigan for success with standardized tools and processes. We are proud to be a charter member of this invaluable consortium."

About the Michigan Municipal Services Authority (MMSA)

The Michigan Municipal Services Authority is a "Michigan public body corporate" created in 2012 through an Interlocal Agreement between the cities of Grand Rapids and Livonia. The Authority is a "virtual" city empowered to exercise the common powers, privileges, and authority of the cities across

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geographic boundaries. The purpose of the Authority is to engage in cooperative activities with local governments and other public agencies. Website: www.michiganmsa.org.

4.2.1.3 CGI awarded spot on $2.5 billion Navy CANES contract

Consolidated Afloat Network Enterprise Services (CANES) multi-award contract vehicle includes an initial delivery order for one system while allowing CGI to compete for additional projects

Charleston, South Carolina, January 12, 2015 -

CGI Federal, a wholly owned U.S. operating subsidiary of CGI Group Inc., (NYSE : GIB) (TSX : GIB.A) was awarded an indefinite-delivery/indefinite-quantity (ID/IQ), contract for delivery of management and enterprise IT services in a single, integrated network for U.S. Navy ships. The contract allows CGI to compete for individual delivery orders over the fixed eight-year term.

CANES will deliver next generation integrated network support to the fleet using commercial off-the-shelf (COTS) hardware and software, while consolidating five legacy networks into one. It is designed to deliver standardization and increased interoperability across the fleet, with increased security. CANES delivers its capabilities within a single complete system, establishing the necessary infrastructure that will enable timely information exchange among tactical, support and administrative users, applications and information technology platforms. The new system will both increase operational effectiveness and improve the 'on-board' quality of life for Sailors.

"CGI brings a depth of real-world experience to CANES as a result of supporting Navy customers for decades," said Timothy J. Hurlebaus, Senior Vice-President, CGI Federal. "We welcome the opportunity to deliver for the Navy on this visible, mission-critical program."

4.2.1.4 CGI Federal selected as prime contractor for 10-year, multi-billion dollar GSA OASIS contract

Contract vehicle allows CGI to compete on billions of dollars in projects

Fairfax, Virginia, July 8, 2014 -

CGI Federal Inc. (CGI) (NYSE: GIB; TSX: GIB.A) announced today that the General Services Administration (GSA) has chosen the company as a prime contractor under a new contract vehicle known as One Acquisition Solution for Integrated Services (OASIS). The multi-award contract has an unlimited ceiling, allowing CGI to compete for billions of dollars in complex professional services task orders across all agencies in the U.S. federal government.

GSA oversees the business of the federal government, among other things supplying federal purchasers with cost-effective, high-quality products and services from commercial vendors. CGI is one of 74 awardees under OASIS, an "indefinite delivery indefinite quantity" (IDIQ) contract that will allow awardees to compete on a range of program management, management consulting, logistics, engineering, scientific and financial management services. Awardees will also be able to offer technology solutions as an ancillary service. For the first time, agencies will be able to purchase high-value professional services along with supporting IT solutions through a single contract, saving customers time and money.

"We are proud of GSA's selection of CGI," said Dr. James Peake, Lt. Gen. (Ret), President, CGI Federal. "It is a true reflection of our successful past performance delivering high-quality professional services to our

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clients. We are eager to begin implementing our innovative solutions under the OASIS vehicle in support of all missions across the Federal government."

OASIS will be a critical solution of choice for many government agencies including the U.S. Air Force, who in December signed an agreement with GSA to use the contract for professional services.

"We are looking forward to serving our clients through the OASIS vehicle, with continued support to our U.S. military, including the U.S. Air Force and U.S. Army" said Timothy J. Hurlebaus, CGI Federal senior vice president and National Security and Defense Programs business unit leader. "While the OASIS vehicle will be a vehicle of choice across the government, we expect to be a continued partner of choice for critical services and solutions for our clients."

CGI is among the companies that are now approved as prime contractors under both the Alliant and OASIS vehicles - a demonstration of the company's ability to deliver a full range of IT and professional services to our clients.

4.2.1.5 CGI Federal Announces Award as a Prime Contractor for Department of Homeland Security EAGLE II Contract

Multi-award contract vehicle allows CGI to compete for new projects

Fairfax, Virginia, May 22, 2014 -

The U.S. Department of Homeland Security has selected CGI Federal Inc. (CGI) (NYSE: GIB; TSX: GIB.A) as a prime contractor for a program that will allow the company to compete to provide a range of new technology services and products that support the agency's critical mission and business functions.

DHS announced on this month that CGI Federal had been selected as a prime contractor under its Enterprise Acquisition Gateway for Leading Edge Solutions II (EAGLE II) contract on the Unrestricted Track in Functional Category 1, Service Delivery, including Integration, Software Design/Development, Operations & Maintenance program. EAGLE II is an "indefinite-delivery, indefinite-quantity" contract vehicle that provides a $22B ceiling to procure IT services over the seven year period of performance. CGI is one of 68 awardees on this track that will be authorized to compete to provide services under this Functional Category. CGI will compete to provide advanced mission-enabling technical solutions including cloud services, big data and analytic solutions, agile methodologies, continuous integration and operations, mobile solutions, continuous monitoring and cyber security.

"CGI will support DHS in protecting our nation, its citizens, resources, and critical infrastructure in an increasingly dynamic and sophisticated threat environment," said Dr. James Peake, Lt. Gen. (Ret), President, CGI Federal. "We are looking forward to continuing and growing our partnership with DHS."

DHS has a broad mission to secure the nation from a range of threats, from aviation and border security to emergency response; from cybersecurity analysis to chemical facility inspections. CGI has a long history with the agency, having provided a range of IT services to the Coast Guard since 1996. CGI is also a leading cloud service provider to the agency. The new contract may give the company an opportunity to expand its footprint with DHS and provide a greater role in providing mission-critical IT services to the federal government agency.

EAGLE II may put CGI in an even stronger position to support DHS in its vast and varied role in responding effectively and rapidly to natural disasters through enhanced information sharing

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capabilities and immigration and law enforcement systems, enhanced Risk-Based Security solutions, emergency response capabilities, and proactive global enforcement solutions.

“CGI will deliver solutions with an increased capability to proactively monitor and thwart threats before they arise,” said Timothy J. Hurlebaus, CGI Federal senior vice president and National Security Defense Programs business unit leader. “Our “as a service offerings”, predictive analytics, agile development and continuous integration will help bring mission capability to market faster.”

4.2.2 Sample Cloud Solution Engagements

The following press releases highlight some of CGI's recent awards for Cloud services.

4.2.2.1 ELEXON contracts CGI for three-year £20m Business Processing and IT Outsourcing agreement

Agreement sees ELEXON’s core systems migrated to CGI’s Cloud delivering flexibility to handle impact of smart metering and new regulation

London, United-Kingdom, November 16, 2015 -

CGI (NYSE: GIB) (TSX: GIB.A) today announces it has signed a three year contract including a two year extension option, with ELEXON, the industry-funded company that administers the wholesale electricity balancing and settlement arrangements for Great Britain. CGI has been providing Business Process and IT Outsourcing services to ELEXON for the last 15 years and under the terms of this new agreement CGI will operate, maintain and manage all ELEXON’s core applications whilst migrating them to its Cloud in order to deliver increased flexibility and scalability. ELEXON currently handles large amounts of data including settlement of over 5,700 daily wholesale electricity trades, 1.25 million daily meter readings and settlement of over £1.4 billion of customer funds annually.

The electricity industry is preparing for the introduction of smart meters in the UK, which may mean ELEXON’s settlement processes move from an estimated model to one that works based on actual, near real-time consumption data. Similarly, European regulators are considering new rules that could see wholesale electricity settlement applied to 15-minute increments rather than the 30-minute increments currently used in the UK. Such potential changes in the industry mean that ELEXON needed a flexible and scalable core IT infrastructure to support its core applications.

Mark Bygraves, CEO of ELEXON commented: “The UK electricity market is undergoing critical changes that mean we, as a key partner to the wholesale industry, need to invest in our core IT infrastructure to continue delivering outstanding service.” He continued: “This outsourced agreement with CGI provides significant expertise, capability and a modern, scalable infrastructure at highly competitive rates. We will save over £1m annually in our fixed IT running costs, which is great news for our customers and demonstrates ELEXON’s ability to continue to deliver value for money to the industry.”

As part of the agreement CGI will deliver a wide range of outsourced IT and Business Process services including provision of ELEXON’s customer service desk, central market industry processes and end of day settlement processes, infrastructure and network hosting and application management and development Services.

Tara McGeehan, Vice President of UK Energy, Utilities and Telecommunications, CGI commented: “We are delighted to have extended the scope of our work with ELEXON, which delivers absolutely critical services that keep the UK’s electricity market moving. Our core competency in managing, maintaining

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and improving complex applications combined with the highly scalable nature of our Cloud offering together with our deep industry knowledge, means we are well placed to help ELEXON prepare for a period of significant change in the UK electricity sector."

CGI recently announced that it has been contracted to build and manage the central market infrastructure for the UK water sector by Market Operator Services Ltd, the company established by the government to facilitate the introduction of competition to the UK water market. CGI is also the IT partner for the Data Communications Company, the body supporting the UK-wide introduction of smart meters by linking them to the IT systems of the UK's energy companies.

4.2.2.2 Additional Michigan county selects CGI to deliver SaaS-based enterprise resource planning solution

Genesee County to benefit from secure, affordable, cloud-based, built-for-government ERP

Fairfax, Virginia, September 21, 2015 -

CGI (NYSE: GIB) (TSX: GIB.A) today announced that Genesee County, MI has signed a five-year contract to use CGI Advantage360®, a software as a service (SaaS) enterprise resource planning (ERP) solution.

Earlier this year, CGI was selected by the Michigan Municipal Services Authority (MMSA) through Michigan's MiDEAL initiative, an extended purchase program allowing local government entities to use state contracts for purchasing goods and services. In Michigan, CGI Advantage360 provides localities, large and small, budget constrained or not, with common access to a proven budget, financial, procurement and human resource management solution at increasingly reduced subscription rates.

Genesee County becomes the latest locality to join this state-wide partnership. Other clients under the MMSA agreement are the City of Grand Rapids and Kent County.

"Several factors made this the right choice for Genesee County," said County Controller Keith Francis. "First, MMSA carefully vetted this solution based on best financial practices for Michigan local governments. Second, CGI Advantage is built for government and addresses our specific needs and concerns for leveraging technology to improve operating efficiency and better serve our customers, the citizens of Genesee County. Lastly, the SaaS approach gives us all of the benefits of ownership without the overhead costs required to operate and maintain a complex enterprise solution. We are excited to join this growing user community."

"We welcome Genesee County to this growing partnership in Michigan and look forward to demonstrating the powerful capabilities of CGI Advantage," said CGI Senior Vice President John Roggemann. "Our innovative, SaaS-based solution provides local government with state of the art tools and best practices packaged uniquely for government," added CGI Advantage Senior Vice President Daniel Keene.

4.2.2.3 City of Oslo awards CGI CAD$69 million contract to modernize ICT system supporting all public schools

Oslo, Norway, October 15, 2014 -

CGI (NYSE: GIB) (TSX: GIB.A) has been awarded a CAD$69 million contract by the Agency for Education (UDE) in the City of Oslo to modernize a large information and communications technology (ICT) system used by the city's public schools. The new system will support more than 90,000 students and teachers

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in all of Oslo's 172 public schools and learning centers, as well as external stakeholders such as the parents of students.

Since 2003, CGI has worked with UDE to develop and manage public school ICT systems in Oslo. The new contract will run for six years with the opportunity to extend the contract for two more years. CGI will modernize a large system in current use to achieve the city's main objective of having a cloud-based system that addresses all school operational, teaching, communication and collaboration needs.

The cloud-based solution to be implemented by CGI will work seamlessly on both Windows and Mac computers, tablets and smart phones. It will offer 200 educational applications for more than 50,000 workstations. The number of students in Oslo schools is expected to rise to 100,000 within the next few years, and the solution is designed to scale as the number of users increases.

"We are looking forward to a new ICT solution that ensures all schools in Oslo can efficiently plan, organize, implement, evaluate and monitor student learning activities," says Astrid Søgnen, UDE director. "Simultaneously, the solution will ensure that all students who attend public schools in Oslo have equal opportunities to use it."

"We are proud to once again have the opportunity to develop and deliver an ICT solution to the schools in Oslo," said Olav Sandbakken, senior vice president, CGI, Norway. "The current system provides Oslo with an integrated solution for students, teachers, parents and staff, which, compared to other solutions, is at the forefront of technology both nationally and internationally.The new solution will ensure Oslo stays at the forefront and that students excel in their education through ICT and cloud technologies—both today and into the future. This contract demonstrates our commitment to innovative cloud-based services."

About the Agency for Education in the City of Oslo

The Agency for Education in the City of Oslo is Norway's largest municipal agency with 13,000 employees and 83,000 pupils and apprentices distributed among 172 different schools and education centers, 51 training offices and 1,700 companies. The Agency reports to the Department of Cultural Affairs and Education.

4.2.2.4 CGI awarded $89 million contract for State of Michigan ERP modernization project

CGI financial and cloud solutions will help state agencies become more efficient

Fairfax, Virginia, June 30, 2014 -

CGI (NYSE: GIB) (TSX: GIB.A) today announced its selection as the technology partner for the State of Michigan's major Enterprise Resource Planning (ERP) system modernization, a $89.4 million project that will provide the technology services required to deliver on the state's goals of becoming one of the most innovative, efficient and responsive governments in the country.

Selected as the best value for Michigan in a full and open procurement, CGI will deploy a proven, built-for-government solution – CGI Advantage® -- to improve business processes, enhance efficiency and improve overall administration for the state's executive, legislative, and judicial branch organizations. In Michigan, CGI will also deploy its Managed Advantage cloud model to host, operate, maintain, and upgrade the state's ERP systems.

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"We completed a thorough and comprehensive competitive bid process for our ERP implementation and we feel very confident that CGI is the right provider for Michigan," said Ruth Schwartz, ERP Project Director for the State of Michigan. "With a joint evaluation committee that included 200 advisors from across state government, we collectively agreed that the CGI solution provides the best value for Michigan with the power to transform government for the good of all."

"CGI has unrivalled experience with projects of this size and scope, having successfully delivered hundreds of government ERP systems that today manage $700 billion in disbursements and serve more than 93 million citizens nationwide," said Dave Henderson, Senior Vice President, CGI. "As a trusted partner of state and local governments across the country, CGI looks forward to the successful deployment of an effective ERP system for the State of Michigan.

CGI has more than 37 years of ERP software and service delivery for federal, state and local governments, and has implemented more than 400 government ERP systems, including those in Massachusetts, Kentucky, Alabama, Alaska, Arizona, Colorado, and West Virginia. Recently, six of the last seven states to move forward with ERP modernizations chose CGI as their technology partner, and two of the nation's most populous local jurisdictions -- New York City and Los Angeles County – also utilize ERP systems powered by CGI.

"We are very proud of our selection as Michigan's technology partner for their critical ERP modernization," said Daniel Keene, Senior Vice President, Advantage Program, CGI. "Through effective collaboration and use of the industry's most innovative technologies, CGI and the state will work together to improve systems and processes to better serve the people of Michigan."

4.2.2.5 Maricopa County selects CGI to modernize ERP system leveraging company's private cloud

CGI Advantage® 3.10 solution to produce better financial management data at lower cost

Fairfax, Virginia, January 21, 2014 -

CGI (NYSE: GIB) (TSX: GIB.A) today announced that it has been awarded a contract to modernize the Maricopa County, Arizona financial management system and to provide future operational support. The contract is valued at US$44.6 million over 10 years.

Maricopa County joins the growing CGI Advantage user community on the heels of the State of Arizona contracting last year as well as another US state that selected CGI in late 2013 to modernize its ERP operations – a contract valued at US$78.6 million over 10 years.

In upgrading to CGI's Advantage 3.10 private cloud solution, Maricopa County gains a more efficient, effective financial management system – for the first time integrating its financial, budget and procurement activities on a common technology platform. The upgrade will produce better, more accessible information, tighter cost controls, and enhanced support overall for county programs and services.

"County residents expect and deserve high quality government services," said Shelby L. Scharbach, Chief Financial Officer, Maricopa County, Arizona. "Moving our major financial functions to a single, modern technology platform helps us streamline the business of government while enhancing our ongoing transparency efforts for citizens, County officials, and lawmakers. We're excited to continue our partnership with CGI in this endeavor."

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"CGI has served Maricopa County since 1993 and we are gratified that this dynamic partnership is continuing as the County transitions to leverage CGI's market leading ERP managed services," said CGI Senior Vice-President Dave Delgado. "Upgrading the County's enterprise-wide administrative system to CGI's built-for-government private cloud delivers powerful new capabilities in a secure environment, including more effective application data sharing; enhanced transparency; and workflow and auditing across multiple county departments," added Daniel Keene, Senior Vice-President of the CGI Advantage Program.

Five of the six U.S. states that have recently moved forward with modernizing their ERP have selected CGI as their IT partner. The CGI Advantage program has seen more than 50% growth in the last two fiscal years through new state projects, a growing local government business and reoccurring managed services revenue.

4.2.3 Other accolades

In addition to the consortium agreements and cloud solutions shared above, CGI has received several industry recognitions for our thought leadership in cloud solutions. The press releases included below highlight a few of these accolades.

4.2.3.1 CGI awarded DISA Operational Security certification for defense cloud services

CGI becomes first large company to obtain both civilian agency and defense cloud security certification

Fairfax, Virginia, March 31, 2014 -

CGI Federal Inc. (CGI) , a wholly-owned U.S. operating subsidiary of CGI Group Inc. (NYSE: GIB) (TSX: GIB.A), announced today that it has been granted a "Provisional Authority to Operate" (P-ATO) by the Defense Information Systems Agency (DISA), which serves as the cloud service broker for the U.S. Department of Defense (DoD).

DISA is a combat support agency for the DoD, that promotes information-sharing capabilities and a globally accessible enterprise information infrastructure across military operations.

The DoD authorization builds upon CGI's commitment to cloud security as a component of our customers' missions. Last year, CGI became the first large provider to be granted the Federal Risk and Authorization Management Program (FedRAMPSM) provisional authority to operate cloud services for civilian federal government agencies.

FedRAMP is a GSA-initiated, government-wide program that provides a standardized approach to security and facilitates the provision of cloud services to different agencies under one authorization. It provides a "do once, use many times" framework that aims to reduce cost, time, and staff required for assessment, authorization, and continuous monitoring for cloud services.

"CGI is excited to be a part of an effort that brings together all branches of the military around common security controls in this critical infrastructure and application management technology," said Dr. James Peake, Lt. Gen. (Ret), president of CGI Federal. "We stand ready as a company to meet the rigorous standards needed to support our military operations around the globe."

CGI's FedRAMP authorization includes security services on virtual "cloud" machines. Since receiving this authorization, components of the U.S. Army along with eleven federal agencies and five state agencies

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have moved their applications or websites to a CGI cloud environment. CGI was also recently awarded a spot on the Continuous Diagnostics and Monitoring (CDM) contract vehicle for the Department of Homeland Security to provide continuous assessment of an agency's security posture.

"A fundamental requirement of any Cloud environment whether public, community, private or hybrid is security," said James Pyon, CGI Vice-President and Cloud Offering Executive. "CGI is adding new, secure Cloud services to continually remain relevant as government IT needs evolve and expand. The recent P-ATO CGI received is an example of new Cloud services available to the DoD."

As a global full-service cloud provider for commercial and government organizations, CGI's expertise, solutions, and governance help organizations navigate the transition, integration, and on-going management of the cloud. CGI is one of three companies awarded positions on both of GSA's government-wide cloud blanket purchase agreements for Infrastructure as a Service (IaaS) and Email as a Service. In the United Kingdom (UK), CGI was also selected as one of the suppliers for G-Cloud II, the second phase of the UK government's procurement portal, G-Cloud, which is part of a government-wide commitment to the adoption of cloud computing and delivering computing resources. This enables CGI to offer solutions across the four areas G-Cloud II covers, including IaaS, Platform as a Service (PaaS), Software as a Service (SaaS), and specialist cloud services.

4.2.3.2 CGI named Company of the Year for Government Cloud Solutions by Frost & Sullivan

Fairfax (Virginia), March 18, 2013 -

CGI Group Inc. (NYSE: GIB) (TSX: GIB.A), a leading provider of information technology and business process services, received the 2013 North American Company of the Year Award in Government Cloud Solutions from Frost & Sullivan, the growth partnership company.

Frost & Sullivan chose CGI as the leader in the category based on its criteria for evaluating best-in-class companies, including growth strategy, growth implementation, product and technology innovation, customer value leadership, and market penetration leadership.

"At Frost & Sullivan, we recognize that fast, easy access to a range of secure solutions—from consulting to migration and integration of software and applications—is critical to achieving the benefits of cloud," said Ashwin Iyer, Research Director, Frost & Sullivan. "CGI's proven record of success, including its recent cloud security Provisional Authority to Operate granted by the U.S. Federal Risk and Authorization Management Program (FedRAMPSM), positions the company to continue to be a preferred 'cloud services integrator' for government agencies as well as commercial companies."

"Since every agency's cloud strategy is different, CGI thinks about cloud holistically," said James Pyon, Vice-President, CGI. "As the complexity of cloud increases, agencies need increasingly-sophisticated services to bring together their cloud strategies and efforts. We think of our role as a trusted connector in this rapidly evolving market. We are proud to service the U.S. government market with our broad portfolio of cloud solutions, backed by experience and expertise in the public sector."

"As a leading full-service cloud provider for government and industry, CGI greatly appreciates this recognition by Frost & Sullivan," added Brian Cann, Vice President, Global Marketing, Cloud and Infrastructure Services, CGI. "This award recognizes our success in helping clients navigate the transition, integration and ongoing management of the cloud."

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CGI's cloud clients include John Hancock, Scotiabank, BMO Financial Group, Chronopost International, Department of Homeland Security, General Services Administration, Environmental Protection Agency, State of Colorado, and state agencies in Wyoming, Alaska, Maine, and North Carolina. CGI is one of three companies awarded positions on both of GSA's government-wide cloud BPAs for Infrastructure as a Service (IaaS) and E-mail as a Service. In the United Kingdom (UK), CGI was also selected as one of the suppliers for G-Cloud II, the second phase of the UK government's procurement portal, G-Cloud, which is part of a government-wide commitment to the adoption of cloud computing and delivering computing resources. This enables CGI to offer solutions across the four areas G-Cloud II covers, including IaaS, Platform as a Service (PaaS), Software as a Service (SaaS), and specialist cloud services.

4.2.3.3 CGI receives Customer of the Year award for virtualizing 4,000+ Laurentian Bank workstations

Montréal, Quebec, December 16, 2014 -

VMware Inc. presented CGI (TSX : GIB.A) (NYSE : GIB) with a Customer of the Year award in the End-User Computing category at VMworld TAM Day 2014 held in San Francisco. CGI was recognized for its virtual desktop infrastructure (VDI) solution, which was used to enable the virtualization of more than 4,000 workstations on behalf of Laurentian Bank of Canada. This distinction testifies to CGI's exceptional experience and expertise in the implementation of cloud computing solutions.

With CGI's solution, Laurentian Bank eliminated 4,000 computers, as well as the servers within a majority of its offices. CGI provided the bank with a secured virtual desktop environment that is cost-effective, easy to deploy and offers great flexibility in terms of storage. The entire virtual infrastructure was delivered via CGI's cloud environment, thus eliminating the need to burden the bank's data processing centers.

"The new virtual desktop environment deployed by CGI has increased our agility in terms of delivering and accessing new application functionality," noted Laurentian Bank Executive Vice President and Chief Information Officer Gilles Godbout. "It has also reduced our annual costs for infrastructure support, licensing and onsite user support and has proven to be a more energy efficient solution."

Laurentian Bank is the first banking institution in Canada to make wide use of cloud services within its operations.

"Employing VMware Horizon technology, CGI has designed innovative end-user computing solutions that can meet the needs of clients in various industry sectors," said Andy Nederveld, director of VMware's TAM Program in the Americas. "Their robust Desktop as a Services offering was recognized in the End-User Computing category during TAM Day at VMworld 2014."

"We are honoured to receive this award," added Benoît Godmaire, vice president, banking at CGI. "It recognizes the unique character of our IT Transformation portfolio which offers flexible, accessible, robust and secure solutions. This VDI solution provides performance levels that are equal or superior to traditional workstation solutions. The award also acknowledges the exceptional know-how and quality of our teams at CGI."

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4.3 Financials

6.3 (M) FINANCIALS

Offeror must provide audited financial statements, of the last two years, to the State that demonstrate that an Offeror meets at a minimum Dun and Bradstreet (D&B) credit rating of 3A2 or better, or a recognized equivalent rating. Please provide the Respondent's D&B Number and the composite credit rating. The State reserves the right to verify this information. If a branch or wholly owned subsidiary is bidding on this RFP, please provide the D&B Number and score for the parent company that will be financially responsible for performance of the agreement.

Yes. CGI Group's audited financial statement from our 2015 annual report is provided as ***Appendix A - Consolidated Financial Statements_CGI.pdf***. This report covers fiscal years 2015 and 2014 and provides a detailed discussion of CGI's financial position and strength. CGI Group has a D&B credit rating of 5A2. Our Dun and Bradstreet number for CGI Group is 24-680-1237. CGI Group, the parent of CGI Technologies and Solutions Inc., is a Canadian company. Hence, any contact with D&B should be made with the Canadian affiliate.

4.4 General Information

6.4 (E) GENERAL INFORMATION

6.4.1 Provide any pertinent general information about the depth and breadth of your Solutions and their overall use and acceptance in the cloud marketplace.

4.4.1 Use and acceptance in the cloud marketplace

4.4.1.1 CGI Government Cloud IaaS

CGI proposes CGI's Government Cloud IaaS platform for use by the NASPO agencies. CGI's Government Cloud IaaS platform is a FedRAMP certified community cloud platform that is available to CGI's Federal, State and Local government agency clients. CGI's Government Cloud has been well accepted by many government agencies including the following examples:

- A technology refresh and virtualization solution helped the Administrative Office of the U.S. Courts save an estimated $3.4M per year.
- Our Government Cloud, currently being leveraged by agencies such as the Department of Homeland Security (DHS), General Services Administration (GSA) and Environmental Protection Agency (EPA).
- 9 of the first 10 task orders for web hosting under the GSA IaaS Blanket Purchase Agreement (Lot 3) have been awarded to CGI.

CGI's Government Cloud meets the requirements for IaaS and with the National Institute of Standards and Technology's (NIST's) definition of Cloud Computing, which as detailed further in ***Technical Response IaaS_CGI.docx***.

We provide on-demand self-service through our CGI My Services Portal where authorized users can instantiate resources by themselves, through easy to follow on screen guidance and drop down menus. Ubiquitous access to the portal and purchased elements is provided through the Internet. Generally users are not aware of the location of computing elements but can choose diversity for disaster recovery (DR) and Continuity of Operations (COOP) needs should they desire. Resources can be instantiated and

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decommissioned within moments and in near real time through automated provisioning and change management of the portal. Lastly, service is measured and billed, and customers are made aware when their consumption reaches 80% of authorized level.

CGI provides a robust automated system that adheres to Information Technology Infrastructure Library (ITIL) IT Service Management and is accessible through an online user portal or Application Programming Interfaces (API's). Agencies can be assured of infrastructure that provides a secure environment of "moderate" risk profile as defined by NIST Special Publication 800-53. The environment is also built to provide 99.5% availability. The portal enables agencies to track the status of their invoices and warnings are issued of consumption levels at 80% of contracted monthly levels. The IaaS is housed in two Tier III datacenters – as defined by the Uptime Institute – located in the Continental United States (CONUS) which are accessible from the Internet through 1 gigabit capacity facilities.

4.4.1.2 CGI Advantage360 SaaS

As the single source provider of software, implementation services and cloud hosting for our CGI Advantage ERP system, CGI has been providing ERP solutions to the public sector for 40 years. CGI Advantage supports operations across 400+ implementations and upgrades spanning states, cities and counties. Currently, CGI systems manage in excess of $650 billion and serve more than 93 million U.S. citizens.

We are proposing CGI Advantage®360, a Software as a Service (SaaS) based model that delivers the highest value and lowest risk to the Participating Entities. CGI's Advantage360 ERP solution enables excellence in performance for government organizations by integrating government-specific best practices with a predictable cloud-hosted SaaS delivery model.

CGI Advantage360 has been well accepted by government agencies including the following examples:

- City of Philadelphia, Pennsylvania
- Michigan Municipal Services Authority
- City of Grand Rapids, Michigan
- Kent County, Michigan
- Genesee County, Michigan
- Colorado Division of Parks and Wildlife.

4.4.2 Auditing capabilities

6.4.2 Offeror must describe whether or not its auditing capabilities and reports are consistent with SAS 70 or later versions including, SSAE 16 6/2011, or greater.

CGI's auditing capabilities and reports are consistent with SAS 70 or later versions including, SSAE 16 6/2011 or greater.

4.4.2.1 CGI Government Cloud IaaS

CGI Phoenix Data Center processes and procedures allow for certifications and inspections required to support our client's data including SAS 70 Level II and the transition to Statement on Standards for

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Attestation Engagements (SSAE) No. 16 audit. Due to the confidential nature of the report, clients may view the full report at a CGI facility with reasonable advance notice.

- CGI put in place self-audit processes (automated and manual) within the business units to measure the effectiveness of controls and verify we meet security requirements.
- CGI performs periodic internal assessment/review of security controls and security audits based on enterprise risks. We engage external auditors at both the corporate and business unit levels to assess for compliancy to ISO 9001:2008, SOX, 5970/SAS 70 and SSAE16 regarding internal controls that CGI applies, on a common basis, to the primary hosting facility and associated activities provided to its outsourcing clients.
- An independent third party certified ISO auditor audits ISO 9001:2008 annually: Fai-QMI Global. They audit internal processes, interview management, audit projects, etc. against the ISO standards and CGI's frameworks. CGI has maintained ISO 9001:2008 certification noting no major non-conformities in the audit results since 1995.
- Internal and third party auditors regularly conduct SOX audits. CGI business units conduct internal SOX testing and audits quarterly. Results are provided to corporate audit for review and quality assurance. Annually, Deloitte and Touche perform the external SOX audit; as part of their audit, they review the quarterly audit results from the business units and perform their own independent audits.

We base our security methodology on accepted industry best practices in security, the principle of "least access privilege", and "defense in depth". CGI determined this holistic approach is currently the best and the only way to identify, respond to, and overcome new threats and vulnerabilities when identified. This methodology is fully supported by the leading organizations in the security field.

4.4.2.2 CGI Advantage360 SaaS

Each year, CGI causes its external auditors to perform a SSAE NO. 16 audit (or succeeding equivalent) regarding internal controls that CGI applies, on a common basis, to the primary hosting facility (the CGI Data Center) and associated activities provided to the agencies and produce an associated audit report. This annual audit has been deemed acceptable by numerous other State, County, and City Advantage clients for whom we provide services of similar scale and scope as the agencies' proposed system.

In addition, CGI and our data center currently follow similar processes and controls as defined under the ISO27001 audit. The below is a list of the current accreditations and certifications that CGI and/or our data centers hold:

- NIST 800-+053 compliant
- SOX compliant
- ISO 9002 certified
- ISO 20000 certified
- PCI certified
- SOC I (SSAE 16) completed
- SOC II completed
- HIPPA compliant (2014)

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- ADA
- Majority of data center staff ITIL certified

4.5 Billing and Pricing Practices

6.5 (E) BILLING AND PRICING PRACTICES

DO NOT INCLUDE YOUR PRICING CATALOG, as part of your response to this question.

Industry Pricing Trends

CGI continually monitors the global industry to identify emerging pricing models and to determine if those models benefit our clients. We share this knowledge with the client to provide the highest levels of value.

Over the next three years, the industry will continue to mature, and some providers will naturally move away while others will flourish. Commodity Cloud service providers will attempt to drive costs down using cheaper hardware, which is attractive to start-ups, small, and medium-sized businesses. We believe the best solution for enterprise clients will ultimately be a managed Cloud service environment that uses best-in-class architecture and delivers the most effective solution for critical application needs. However, we realize there is a benefit to using low-cost providers if properly managed; this is where the Cloud continuum points to solid governance and Cloud Broker solutions.

Through Cloud Broker services and solid governance processes, CGI is able to monitor the market and determine the best provider for a given workload. The governance process sets contract and SLA terms, protecting against higher prices while managing performance requirements. In addition, the Cloud Broker model allows us to continually monitor providers and take advantage of lower-cost scenarios when workload and security characteristics match the provider offering. In this way, we will provide client with the most cost-effective Cloud solution.

The current industry pricing trend for Cloud services is fraught with misleading and confusing terms. In monitoring the industry, CGI has found numerous instances where companies sought to implement Cloud solutions and developed “Cloud sprawl” due to unplanned implementations. Thus, many companies who sought Cloud efficiencies and Return on Investment (ROI) obtained neither. Cloud deployment failures include:

- **Commodity Hardware**– Cloud service providers attract customers through low prices. However, these prices are based on inferior compute platforms that have lower CPU performance and I/O than what was in the client’s data center. Often, when applications are migrated to these Clouds, they necessitate many more VMs to meet performance requirements. This makes the cost of services grow to levels not anticipated, with ROI and performance suffering.
- **Do-It-Yourself**– Cloud service providers are able to offer lower cost points because they provide little support outside of self-service models. Self-service is important, but if there is little support for administrative tasks, such as network and security management, then those resources must remain in place. Managed Cloud service providers support these areas and help clients establish proper load-balancing, firewall rules, and sizing requirements.
- **Locked-In**– Some Cloud service providers have few tools and services to help clients move from their current environment to another. These clients, who adopted the provider services and built

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solutions on top of them, often find it difficult to move applications to another provider or back to the data center due to the immaturity of interoperability between multiple providers.

4.5.1 Billing and pricing practices

6.5.1 Describe your billing and pricing practices, including how your billing practices are transparent and easy to understand for Purchasing Entity's.

4.5.1.1 IaaS (CGI Government Cloud)

CGI prices our Government Cloud with unit rates per defined resources and time. For example, we price Virtual Machines on VM size, vCPU and GB Ram, with a unit rate for storage type and volume. The client also pays for the network connectivity solution that they have chosen based on monthly rates. Backup are billed based on usage. Monthly charges for their options such as operating system support and monitoring are billed monthly.

The Report Center component of our Government Cloud Portal allows Restricted Access users to view Agency Invoice reports for charges related to the virtual machines created in the Virtual Machine Management portal, Firewall Rules and Load Balancing reports. The reports contain a summary of the invoiced items, followed by a detailed breakout of the components related to each Virtual Machine.

4.5.1.2 SaaS (Advantage 360)

CGI Advantage360 pricing is transparent and easy to understand for the Purchasing Entity. For CGI Advantage360 Financial Management and Performance Budgeting offerings pricing is based on a Purchasing Entity's operating budget. Pricing is based on the Purchasing Entity's number of employees for CGI Advantage360 Human Resource Management.

CGI bills annually for the CGI Advantage360 SaaS solution; this annual bill will cover subscription fees for the upcoming year. Depending on the CGI Advantage360 solution component(s) selected by the subscribing entity, the annual invoice will contain no more than three line items, reflecting the subscription price for each of the CGI Advantage360 offerings:

- CGI Advantage360 Financial Management and Procurement
- CGI Advantage360 Performance Budgeting
- CGI Advantage360 Human Resource Management.

4.5.2 Additional cost impacts for consideration

6.5.2 Identify any typical cost impacts that a Purchasing Entity might need to consider, if any, to implement your cloud solutions.

6.5.3 Offeror must describe how its Solutions are NIST compliant, as defined in NIST Special Publication 800-145, with the service models it offers.

4.5.2.1 IaaS (CGI Government Cloud)

CGI provides services that can be selected in addition to our Government Cloud service. These include, but are not limited to the following:

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- **DBA Services**– Our DBAs provide incident and problem management services, backups, and capacity services to instances under management. We will include database monitoring with automated resolution of 50% of incidents.

  Other DBA services include patching, monitoring for blocking locks, and capacity/load management. CGI's DBAs are able to generate tablespaces for the client to create schema. The client typically remains responsible for performance-tuning and schema changes/updates. CGI or the client can provide appropriate software licenses, including premium support.

- **Application Level 1 Services**– This service is per application instance, such as each Java Virtual Machine (JVM). CGI is able to provide monitoring for application availability, Java heap, connection pools, stuck threads, and other common application issues. We provide autonomic recovery for level 1 incidents, notifying the client support teams when manual attention is required; escalations use phone calls when tickets remain open beyond client-defined thresholds. The client remains responsible for application deployments and patching.

- **Application Migration Services**– CGI provides custom application migration services, which can be conducted in conjunction with the client's team and estimated as a separate professional service. For deployment of the client's applications to Managed Private/Hybrid Cloud cost-effective services, CGI will work with the client to determine the size.

- **Disaster Recovery (DR)**– CGI can provide a customized Disaster Recovery plan with a Disaster Recovery Coordinator who oversees the plan and coordinates the DR drills.

4.5.2.2 SaaS (Advantage 360)

The annual CGI Advantage360 subscription fees are all inclusive; no additional hardware or software licenses are necessary for the Participating Entity to acquire, maintain and/or upgrade to access the solution. CGI Advantage360 ERP fees also include updates, enhancements, and patches to the CGI Advantage360 ERP application as well as updates to all supporting hardware and software infrastructure (e.g. operating systems, middleware, virtual machines). The Participating Entity must only provide access to the public internet and a compatible end-user device (e.g. laptop, PC workstation, mobile device).

The only other price impact for the Participating Entity is the initial implementation cost. As the exclusive implementer of CGI Advantage360 ERP, CGI will develop an implementation plan and pricing for each Participating Entity. Implementation fees will vary for each entity based on components selected, timeline, entity resource availability, etc.

4.5.3 NIST Compliance

4.5.3.1 IaaS (CGI Government Cloud)

CGI Government Cloud meets the NIST essential characteristics as follows:

- **On Demand Self-Service** - CGI offers an innovative web portal to support client provisioning and self-service. Our portal gives clients the power to create and provision your environment through the ease of a flexible portal interface.

- **Broad Network Access** - Our internet-based service provides access offering the government support for Internet protocols that provide mechanisms for heterogeneous thin or thick client platforms.

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- **Resource Pooling** - CGI Government Cloud is a multi-tenant solution, leveraging shared computing, network and storage infrastructure resources. We maintain a large shared pool of unallocated computing resources increasing availability for any Government Cloud customer to dynamically provision VMs, storage and network. The customer's control of the location of resources is limited to specifying the data center at which to provision the computing resources.
- **Rapid Elasticity** - Our service enables provisioning and de-provisioning in near real-time to scale up and scale down resources as needed. Through our capacity management we maintain a large pool of unallocated resources available for dynamic provisioning of VMs, storage and network such that the capacity of the service appears to the customer to be unconstrained.
- **Measured Service** - CGI Government Cloud provides measured service capabilities. Service usage is monitored and usage units are accumulated and presented on our Portal. Customers can drill down on dashboard elements to see the underlying details. This provides visibility into service usage, enabling customers to control and optimize resource usage. Our service also collects data on a weekly basis and presents billing usage and charges to the customer via the portal.

4.5.3.2 SaaS (Advantage 360)

CGI Advantage360 ERP meets the following NIST essential characteristics as follows:

- **Broad Network Access**– CGI Advantage360 is available over the public internet to any properly configured end-user PC, laptop or compatible mobile device. No virtual private network (VPN) or dedicated line is required for accessing the solution. All interactions with the CGI Advantage360 solution are executed through thin client model leveraging a supported web browser. CGI Advantage360 is also certified on Safari on the Apple iPad.
- **Resource Pooling**– CGI Advantage360 is a multi-tenant solution, leveraging shared computing, network and storage infrastructure resources. All tenants share a common code base through the application layer, while client specific data is partitioned into dedicated schemas. Client data is not comingled between tenants.
- **On Demand Self Service**– As the solution is a public cloud hosted, multi-tenant ERP, ad-hoc provisioning of resources is not applicable to the scope and scale of the solution. Because CGI Advantage360 is an ERP solution, the inherit characteristics of the solution do not typically require ad-hoc provisioning or dynamic capacity scaling for storage, memory or processing power. During the negotiation activities with a Participating Entity, CGI will analyze user volume and anticipated capacity to correctly provision the CGI Advantage360 application.
- **Rapid Elasticity**– CGI Advantage360 solution can be scaled within the CGI-owned data center to meet the end user volume requirements of a Participating Entity. CGI can scale the solution horizontally and vertically at individual tiers such that increased resources are directed where they are needed.

  Horizontal and vertical scaling refers to the ability of a solution to scale up (vertical scalability) and scale out (horizontal scalability). Scaling up is the ability to increase capacity of a system by adding resources to a single machine/node. In the case of an ERP application, vertical scaling refers to the capability of increasing application capacity within a server. Advantage can easily achieve vertical scalability by adding application cluster members, Java Virtual Machines (JVM)

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or processes on a server along with additional virtual resources (virtual CPU and memory) to an existing Virtual Machine.

Scaling out is the ability to increase capacity of a system by spanning more Virtual Machines or by adding more physical servers to an existing VM cluster. Advantage can easily add cluster members, JVM or processes on multiple Virtual Machines on a single machine. Horizontal scaling not only can increase the capacity processed by the system, it also increases redundancy and thus availability.

- **Measured Service**– CGI Advantage360 provides the following key measured service capabilities:

Solution Component	Measured Service
CGI Advantage360 ERP Environment	Provisioned and billed based on a measure of the number of ERP environments required.
CGI Advantage360 Human Resource Management (HRM)	Provisioned and billed based on a measure of the number of employees within the Participating Entity.
CGI Advantage360 Financial Management	Provisioned and billed based on a measure of the number of 1099 forms distributed to vendors.
CGI Advantage360 Procurement	Provisioned and billed based on a measure of the number of eProcurement Punch-Out vendor connections.
CGI Advantage360 Business Intelligence	Provisioned and billed based on a measure of the number of report developers within the Participating Entity.

4.6 Scope and Variety of Cloud Solutions

6.6 (E) SCOPE AND VARIETY OF CLOUD SOLUTIONS

Specify the scope and variety of the Solutions you offer under this solicitation. You may provide a list of the different SaaS, IaaS, and/or PaaS services and deployment models that you offer.

Under this solicitation, CGI is offering the CGI Advantage360 ERP Software as a Service, and CGI Government Cloud Infrastructure as a Service solution.

4.6.1 CGI Government Cloud IaaS

CGI's Government Cloud is an Infrastructure-as-a-Service (IaaS) Cloud for provisioning of processing, storage, networks, and other fundamental computing resources to create environments in which they can deploy and operate their applications. Additionally, CGI provides optional operating system management, patch management, backups, monitoring and vulnerability scanning for the components in the cloud.

Our Government Cloud is a deployed in a Community Cloud dedicated to supporting Federal, State, and Local government agencies requiring an infrastructure with security controls that are independently audited for compliance with NIST Special Publication 800-53 for a moderate impact level.

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CGI's Government Cloud service adheres to the National Institute of Standards and Technology (NIST) definition of Cloud computing. NIST Special Publication 800-145 defines Cloud computing as "a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction."

CGI's Government Cloud offering has the following service sub-categories.

- **Computer/Infrastructure Services**
  - Operating systems
  - Hypervisors
- **Disaster Recovery**
  - Business Continuity
  - High Availability / Failover
- **Storage**
  - File
  - Block
  - Archive
- **Network**
  - Virtual network
  - Load balancer
  - DNS
  - Gateway (e.g. VPN or Application)
  - Firewall
- **Security**
  - Identity & Access Management
  - Encryption
  - Network Security
  - Security Information and Event Management (SIEM)
  - Intrusion Management

Further details on the CGI Government Cloud offering are provided in our Technical Response for IaaS, [***Technical Response IaaS_CGI.docx***].

4.6.2 CGI Advantage360 SaaS

CGI Advantage360 is a Software-as-a-Service deployment of CGI's built for government Enterprise Resource Planning (ERP) solution, CGI Advantage. CGI Advantage360 is available in a Community Cloud. CGI Advantage360 is an ERP offering the following modules:

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- Finance
- Budget
- Procurement
- Human Resource Management

Further details on the CGI Advantage360 offering are provided in our Technical Response for SaaS, [***Technical Response SaaS_CGI.docx***].

4.6.3 CGI Unify360 Vale Added Service

For enterprises seeking greater control of their hybrid IT universes, the CGI Unify360 Hybrid IT Management Suite enables holistic management of both on-premises and cloud-based services. This robust, integrated offering helps organizations maximize their IT portfolios for greater agility, innovation and competitive advantage.

Further details on the CGI Unify360 offering are provided in the Value Added service section of our Technical Response for IaaS [***Technical Response IaaS_CGI.docx***].

6.7 (E) BEST PRACTICES

Specify your policies and procedures in ensuring visibility, compliance, data security and threat protection for cloud-delivered services; include any implementations of encryption or tokenization to control access to sensitive data.

The CPMF and OF lay the groundwork for establishing IT governance, program management, and discrete project component reporting that provide transparency, flexibility, and reduced risk.

The CPMF embodies aspects of the industry's best practices and standards, such as ITIL, PMI-PMBOK, ISO-9001, ISO-12207, ISO-20000.1, and SEI-CMMI, to focus on the governance functions needed to achieve success during the migration of websites to CGI's Cloud. Clients benefit from the CPMF through enhanced risk management, tighter communication, and integrated project schedules to guide activities during the cutover from the client's current production environment to our Cloud.

The OF defines standard policies, procedures, communications, and division of responsibilities required for the upkeep of Cloud services during "steady state" operations. For Team CGI's Cloud engagements, the OF brings clarity and efficiency by documenting a governance process based on ITIL-aligned best practices, fostering collaboration amongst client stakeholders and CGI, and eliminating assumptions that lead to process failure.

Client's benefit from in place visibility, compliance, data security, and threat protection controls for cloud-delivered services. CGI procedures facilitate the audit and accountability policy and associated controls as specified by NIST 800-53 and NIST 800-92. CGI reviews these annually to accomplish several security-related objectives, including individual accountability, reconstruction of events (actions that happen on a computer system), intrusion detection, and problem analysis. These include encryption or tokenization to control access to sensitive data.

- **Visibility**– Clients benefit from application and infrastructure technical teams trained to support the service (infrastructure and application, network, database, and platform administrators) and assume responsibility for the implementation of the logging and monitoring features designed to monitor systems and analyze logs regularly for detection of suspicious activity. The responsibility for

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reviewing events falls on individuals that are independent from the teams and infrastructures that generate the logs. CGI protects logs by storing locally within the Data Center and restricting access to logs and tools to authorized administrators defined by roles and responsibilities.

- **Data Security**– CGI maintains logs, reviews them periodically (monitoring) and protects logs against unauthorized changes through access restrictions. CGI service offerings include working with clients to define application audit trails used to discern flaws in applications, or violations of security policy committed within an application. We use audit trails in concert with access controls to identify and provide information about users suspected of improper modification of data (e.g., introducing errors into a database). We log disposed systems and apply log configurations as part of the system using Center for Internet Security (CIS) Benchmarks and hardening guidelines. Configurations enable us to distinguish between users and virtual systems. We compile audit logs, review those logs for potential target aggregation, and provide the ability to separate higher sensitivity data in a portable standard format. We support preserving logs in a forensically sound manner, following NIST SP 800-86, Guide to Integrating Forensic Techniques into Incident Response guidelines.
- **Compliance**– CGI collaborates with clients to define and implement a system-level audit trail and logging such as system operations, cost-accounting charges, and network performance. CGI works with clients to define the level of user audit trails that log commands directly initiated by the user; identification and authentication attempts; and files and resources accessed.
- **Threat Protection**– CGI security provides protection against attacks and other security issues, such as denial of service. CGI-managed firewalls (Cisco) and boundary routers separate Cloud components from the corporate network, tenant zones and user interfaces. The firewall provides filtering of traffic to allow only authorized monitoring and administrative access to the environment. CGI uses virus detection software, content screening of e-mail, SourceFire for perimeter network Intrusion Prevention & Detection System (IPS/IDS), and A/V-based host security monitoring on Windows platforms to protect communications infrastructure. SourceFire provides perimeter IPS/IDS monitoring, sending alerts to ArcSight for processing and correlation. Tickets in Remedy ITSM track remediation. The CGI Cloud fails securely in the event of an operational failure of a boundary protection device.
- **Encryption and Tokenization**– Our in place controls provide client protection against attacks and other security issues. CGI utilizes two-factor Secure Socket Layer (SSL) virtual private network (VPN) for remote access security with split-tunneling disabled. Clients benefit from dual-factor authentication to gain access to our portal or to connect directly to servers. To do this, users establish an SSL VPN to the data center using an ID, a pin code the customer established and an on-demand pin code delivered to the customer's mobile cell phone or registered e-mail address. We use on-demand pin codes to eliminate the management and support of hardware and software tokens. Once the user establishes connectivity, he or she can connect to the portal or connect to any of their own VMs to perform administration tasks. CGI is experienced in supporting three-factor authentication.

Our solution supports SSL communications between two parties. SSL is a protocol that sits on top of TCP and employs cryptography and PKI (Public Key Infrastructure) to provide message confidentiality, integrity, and end-point authentication.

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Encryption formats supported include:

- **Symmetric Encryption** – Such as DES, DESede (TripleDES), Advanced Encryption Standard (AES), RC4, Blowfish, and CAST
- **Password-Based Encryption** – This is a variation of symmetric encryption that uses a user provided password as the key
- **Asymmetric Encryption** – Such as RSA

Our solution supports both digital and non-digital electronic signatures. Electronic signatures provide an electronic means for performing a function equivalent to a physical signature, thus associating an individual with a particular piece of data.

Our approach for "In storage" data confidentiality includes data encryption, masking, and digital signatures in support of applicable standards and regulations such as IRS 1075. Exhibit 4-7 highlights our solution's data protection services for protecting data at rest, in motion and electronic signatures.

Exhibit 4-7 - Data Protection Capabilities

Solution Capability	Component	Features
Data Encryption and Masking – Data at Rest	Common Security Framework	• Supports encryption of sensitive data in storage devices • Supports configurable encryption algorithm, which does not require code modifications
Data Encryption and Masking – Data in Motion	Common Security Framework	• Supports two-way encryption of sensitive data transmissions for data integrity, confidentiality, and end-point authentication • Configurable encryption algorithm support does not require code modifications • FIPS140-2 compliant encryption protocol • SSL protocol support enables secure transmission between back-end applications and user registry
Electronic Signatures	• Common Security Framework • VeriSign	• Supports digital and non-digital electronic signatures and key management

FedRAMP certified our Cloud at a Federal Information Security Management Act (FISMA) medium rating, which enables us to meet the requested controls and data security requirements. Our security solution will enable us to stay aware by identifying potential IT health issues before they become problems, effectively respond by actively monitoring the environment to improve efficiency through actionable best practices, and be accountable by supporting operations through sharing of key information. We support the testing and subsequent resolution of vulnerabilities. We document and track vulnerabilities identified in the security assessment process through the normal Plan of Action & Milestones (POA&M) process. CGI administrators run Rapid7 scans and report the security state to the Information System Security Manager (ISSM), ISO and other appropriate personnel monthly.

- **Plan of Action & Milestones (POA&M) Update**– We will provide POA&M updates in accordance with requirements and the schedule set forth in NIST 800-53, "Plan of Action and Milestones".

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- **Vulnerability Scanning**– We provide vulnerability scan reports within the accreditation boundary from Web Application, Database, and Operating System Scans. Scan results shall be managed and mitigated in Plans of Action and Milestones (POA&Ms) and submitted together with the quarterly POA&M submission. CGI offers scans and POA&M management above the accreditation boundary as a service.

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Executive Summary

5.4 (M) EXECUTIVE SUMMARY

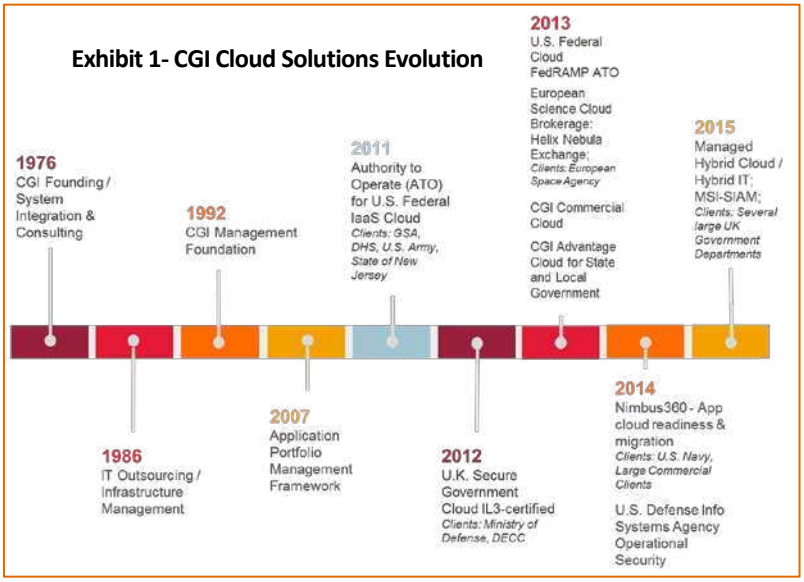
Offerors must provide an Executive Summary of its proposal. An Executive Summary should highlight the major features of an Offeror's proposal. Briefly describe the proposal in no more than three (3) pages. The evaluation committee should be able to determine the essence of the proposal by reading the Executive Summary. Any requirements that cannot be met by the Offeror must be included.

The State of Utah, in conjunction with NASPO ValuePoint and its participating states is leading the way in consolidating demand to leverage cloud solutions as an enabler for IT. The State of Utah's initiative, on behalf of NASPO ValuePoint, to secure qualified cloud service providers is a path that will provide cloud services to many states, territories and other political subdivisions. The Master Agreement will enable Participating Entities the vehicle for planning support around future needs with a menu of high quality cloud offerings. Through their collective purchasing power, participating state and local government entities will obtain greater value and achieve more favorable pricing than would be otherwise available to them.

As government agencies increasingly turn to cloud computing to reduce capital expenditures, increase efficiency and speed of new services, and support innovation and data center consolidation; they can rely on CGI–a proven cloud services provider to government and commercial enterprises around the globe. We are the first large cloud services provider to earn FedRAMP provisional authority to operate (P-ATO and DISA P-ATO) for our government Infrastructure-as-a-Service (IaaS) community cloud, assuring agencies that we provide them the latest security controls and continuous monitoring to help secure critical IT assets.

As an IT consulting firm supporting government agencies for over 38 years, we provide value-added services such as application portfolio cloud readiness assessment, transition management and security services. Agencies look to CGI for operations and maintenance support for not only the infrastructure, but also solution middleware, database and application solutions to challenging mission applications.

Exhibit 1- CGI Cloud Solutions Evolution



With CGI, you get predictable results and the expert guidance to head into the cloud with a partner that understands the demands of government clients.

CGI's Government Cloud IaaS Offering

CGI's Government Cloud IaaS platform is a FedRAMP certified Community cloud platform that is available to CGI's Federal, State and Local government agency clients. It meets the NIST definition of cloud computing by providing:

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- On-demand self-service through CGI's automated Government Cloud Portal
- Broad network access to the Web Portal via the Internet
- Resource pooling where users generally have no control or knowledge over the exact location of provided resources, but can specify location for Disaster Recovery/Continuity of Operations (DR/COOP) purposes
- Rapid elasticity where resources can be provisioned and de-provisioned within moments
- Measured service and resource usage that is monitored, controlled and reported, providing transparency for both CGI and the customer

CGI's Government Cloud also includes numerous other enterprise-class features. Moving to the cloud takes a combination of technology management, automated service management and solid transition planning to extract and maintain the value of the cloud infrastructure services. CGI is a full-service IT firm offering service, not just servers, to realize the full benefits that drew agencies to the cloud in the first place. Automated service management is built into our standard offering, along with a host of additional services that agencies have indicated they will need in order to take full advantage of cloud technologies and services.

CGI's Government Cloud can easily be customized to meet unique customer needs. We work closely with customers to determine their specific requirements and to devise effective solutions

CGI's Advantage360 SaaS ERP Offering

Designed for local government organizations, CGI Advantage360 is Cloud-based Software as a Service that expedites delivery of CGI's world class government ERP capabilities at a lower total cost of ownership. CGI Advantage360 encompasses software, support, services and hosting in one comprehensive, integrated package for financial management, budgeting, human resource management, procurement and business intelligence, supplemented by value-added business process services to specifically address the needs of mid-sized local governments. This offering balances client needs for price, flexibility and functionality in a solution that grows and evolves over time.

Benefits of CGI Advantage360 include:

- Delivers rich ERP capabilities proven for large governments at significantly lower cost
- Promotes faster data entry, ease of use and quicker access to information with intuitive user experience and portal

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- Reduces operational costs using multi-tenant, cloud-based delivery that lowers the cost of computing resources
- Provides rapid deployment using standardized, preconfigured data, reducing implementation time by at least 50% compared to traditional implementations
- Includes regular updates to meet changing regulatory and business needs
- Achieves long-term predictable spend and improved service levels, allowing clients to redirect valuable resources to other activities

CGI Advantage360 allows agencies to spend less effort getting their business support technology right and more on the delivery of services that maximize the performance of government. CGI has the people, expertise and commitment to deliver. Through our SaaS delivery model, governments benefit from the advanced capabilities built into the solution at a fraction of the cost.

Unify360

In addition to our IaaS and SaaS offerings described above, we have included CGI Unify360 as a value added service to assist the participating states in their cloud evolution. CGI Unify360 is an integrated suite of software, services and tools for managing both traditional and cloud-based IT services, including governance, transparency and security. CGI Unify360 makes it easier and less risky to adopt cloud services by providing a single management platform and standards-based compliance across all applications and data. Our solution includes expert consulting to government organizations to increase performance, agility and innovation in hybrid IT environments. It also features partnerships with market-leading public cloud providers such as Amazon Web Services and Microsoft Azure.

CGI Unify360's open ecosystem is adaptable to client-specific requirements and includes an integrated decision support model. Drawing on CGI's front-line experience in migrating, managing and governing cloud services, the solution offers guidance for assessing best-fit environments and applying innovative technology.

It is designed to help organizations seeking to:

- Leverage cloud services while maintaining legacy environments
- Solve the problem of "rogue" cloud acquisition
- Improve governance for multi-vendor service engagements
- Centrally manage heterogeneous technologies across hybrid IT environments
- Consolidate data centers and migrate legacy systems to multi-cloud environments

Regardless of the cloud or IT providers used by an enterprise, including internal IT shops or private clouds, CGI Unify360 provides complete visibility into the spend, service availability and security of all elements in a hybrid IT universe. A single interface is used for all provisioning, configuration, incident management, reporting, billing, workload management and cyber posture.

CGI is proud to submit our proposal for Cloud Solutions including Advantage360 SaaS, CGI Government Cloud IaaS and CGI Unify360 to the State of Utah and NASPO ValuePoint. We look forward to partnering with you in the future on your important cloud initiatives. Leveraging our strength in Cloud, security, governance and quality, as a full service provider in the public sector arena we bring to the partnership a well-rounded supplier who can help government agencies achieve their business and technology goals.

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6 Technical Response – SaaS Solution

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Solution Overview

6. Section Title: Technical Response. This section should constitute the Technical response of the proposal and must contain at least the following information:

A. A complete narrative of the Offeror's assessment of the Cloud Solutions to be provided, the Offerors ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the Offeror's understanding of the desired overall performance expectations and clearly indicate any options or alternatives proposed.

CGI Advantage360® is a Software-as-a-Service (SaaS) ERP solution delivering high availability (24/7/365 excluding scheduled downtime) access to a broad and deep feature set of built-for-government financial management, human resource management, payroll, procurement, and budgeting business capabilities. The SaaS deployment means that CGI Advantage360 is available over the public internet on various devices (PC, laptop, tablet, etc.) through any supported web-browser as the end-user interface, without the need for a desktop 'thick-client' to be installed. The functionality set is delivered through an annual, metered, subscription based service and a highly elastic application and hosting architecture that leverages economies of scale by sharing hardware and application infrastructure between tenants on the CGI Advantage360 solution. Resource pooling is implemented through CGI Advantage360's application layer, enabling a Participating entity to share the physical real estate, hosting facilities, server and network hardware; as well as the operating system, middleware and application code base required to deliver the Advantaeg360 subscription service. Beyond the application code base however, each client or "tenant" is then segregated from other tenants on the platform into dedicated database schemas. By not comingling tenant data, CGI is able to achieve a high level of data security and privacy assurance as compared to other solutions leveraging a single data schema and using logical barriers to segregate records by tenant.

Because CGI Advantage360 is delivered in a Software-as-a-Service service model, there are no additional hardware or software licenses for the Participating Entity to acquire, maintain and upgrade to access the solution. The only requirement is access to the public internet and a compatible end-user device (e.g. laptop, PC workstation, mobile device). The single annual subscription fee includes all hardware and software upgrades as part of the CGI Advantage360 Release Update Program. This program delivers updates, enhancements, and patches to the CGI Advantage360 ERP application as well as updates to all supporting hardware and software infrastructure (e.g. operating systems, middleware, virtual machines). A Participating Entity is not required to perform software upgrade or apply code fixes, as this activity is entirely owned by the CGI Operations and Support team responsible for maintaining the CGI Advantage360 solution. The Participating Entity is only responsible for reviewing release notes, determining how enhancements will impact business processes, and conduct user acceptance testing in a non-production environment.

Daily business operations such as nightly cycle activity and executing interfaces also becomes the responsibility of the CGI Operations and Support team. The Participating Entity will define a nightly processing calendar of activities like payroll cycle, vendor check generation, and monthly/annual close activities - and the CGI Operations and Support team will execute these cyclical activities, monitoring all processes and providing output confirmation to the Participating Entity on a daily basis. This allows the Participating Entity to focus on running their day-to-day business, rather than focusing on the operations of their ERP technology infrastructure.

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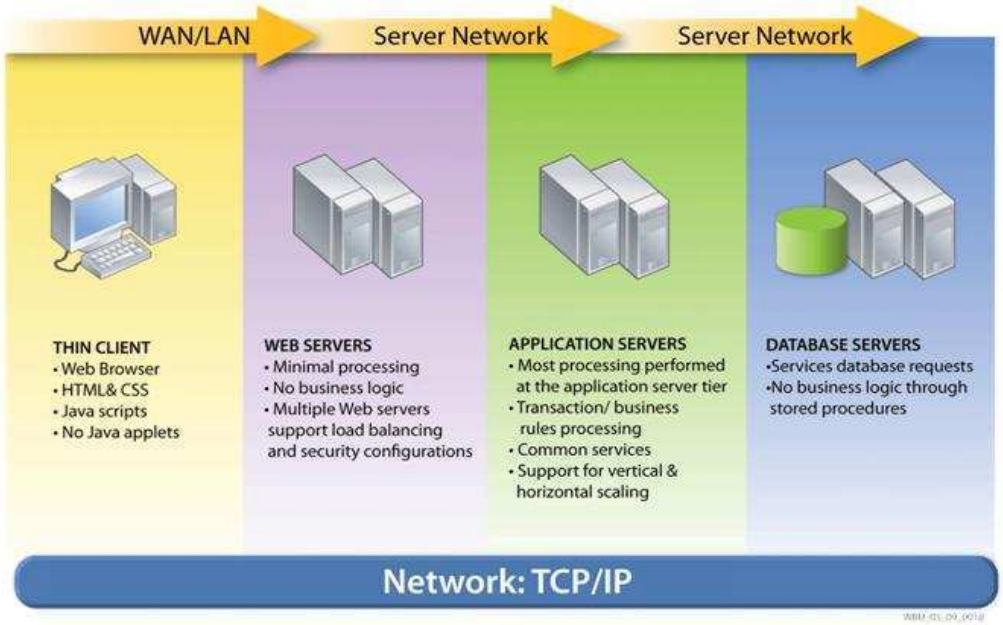
The following sections outline the high level software and hosting architecture as well as the managed services offered through the CGI Advantage360 SaaS subscription.

Software Architecture

CGI's Advantage360 ERP solution utilizes a multi-tiered architecture that is naturally server-centric where, thin HTML clients communicate with the server components through HTTP or HTTPS (secured sockets layer (SSL) for encryption support). The CGI Advantage360 environment consists of three (3) logical server tiers—Web server, Application server and Database server—in addition to the thin client tier (Web browser) and a network tier. This kind of tiered architecture is called n-tier architecture. Each tier is described below, noting the servers are horizontally and vertically scalable and virtualized to allow for different physical deployment options.

Exhibit 6-1 - CGI Advantage360 Technical Architecture



Web Browser / Client Tier: Being a native Web implementation, CGI Advantage360 supports a thin client implementation using standard HTML for the client tier of the n-tier architecture. By using HTML, the Participating Entity can leverage existing end-user hardware and network infrastructure, lowering total cost of ownership. CGI Advantage360 does not rely on proprietary "plug-ins" which can substantially impede performance and increase levels of needed desktop support across the Participating Entity. A thin client approach gives the benefits of:

- Low or zero client administration
- Client portability through a browser
- Low bandwidth architecture across a TCP/IP network
- Secure access through the latest Internet security measures such as HTTPS (if required) with 128-bit encryption.

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Web Server Tier: The CGI Advantage360 Web server tier is a thin layer responsible for serving Web pages to the browser client. The Web server tier brokers and passes HTTPS requests from clients to the application server components and passes the request results from the application server components back to the client. Multiple Web servers are deployed to support horizontal scalability for load balancing and fail-over services when connected through a load-balancing switch. Since no business logic or processing is occurring on this tier, the Web server is acting as a "pass through" between the application server and end-user browser. As a result, processing requirements at the Web server tier are minimal compared to the application server tier.

Application Server Tier: The CGI Advantage360 application server tier contains multiple logical software servers that perform various services, such as business rules processing, transaction processing and integration services. For reliable transaction processing, the CGI Advantage360 architecture is fully integrated with all CGI Advantage360 components. CGI Advantage360 uses the Java EE specification to support an open, non-proprietary architecture. Some Java EE standards used by the CGI Advantage360 solution include Enterprise Java Beans (EJB), Java Mail (SMTP, POP3 support), XML (Extensible Markup Language for transaction data formatting) and JDBC (Java relational database access).

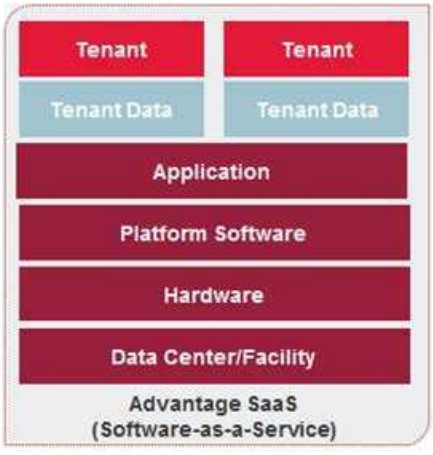
The application server tier maintains all business logic and core application processes of the CGI Advantage360 solution. CGI Advantage360 fully adheres to a true multi-tiered architecture and enforces business rules at the application server tier.

Database Server Tier: The database server tier performs all data storage functions and is implemented using industry leading relational database management systems (RDBMS). The CGI Advantage360 applications access the RDBMS through standard SQL. The database server strictly processes standard SQL requests—there is no business logic at this tier, which complies with current Web application leading practices for portability and general platform independence.

Hosting Architecture

The CGI Advantage360 solution is hosted within CGI's own state-of-the-art data center located in Phoenix, Arizona. The Phoenix Data Center (PDC) has been engineered with redundancy and comprehensive fault tolerance, and is located in a resilient geographical location that has low force majeure potential. CGI maintains industry standard certifications within the PDC including ISO 9001 and SSAE No. 16 audit certifications, as well as the majority of PDC staff are individually ITIL certified. In addition to the PDC, CGI also maintains a geographically distinct secondary data center in Philadelphia, Pennsylvania for disaster recovery purposes.

Exhibit 6-2 – Database Layer



Within the PDC, the CGI Advantage360 solution shares resources across each client, also known as a "tenant" up through the database layer (Exhibit 6-2) This helps to deliver a lower total cost of ownership to each tenant by leveraging economies of scale for common resources like hardware infrastructure, operating systems, middleware and a common application code base. However, CGI does not comingle the data within the

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architecture, so each tenant receives a dedicated schema within our database. This means the Participating Entity's data remains isolated from other tenants, reducing data security risks.

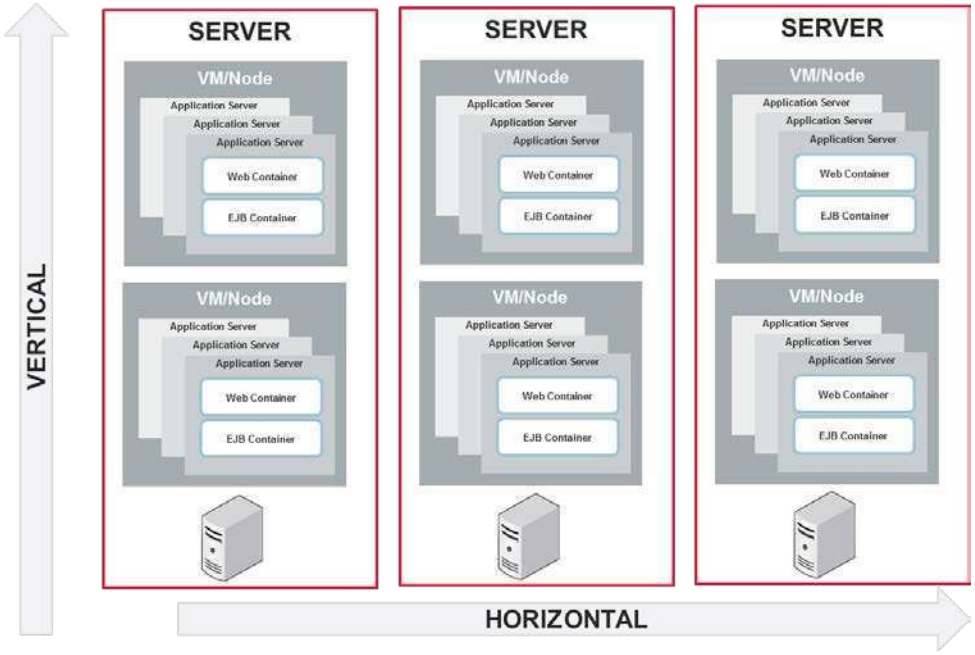
Included with hosting are all hardware and infrastructure upgrades and maintenance to deliver the CGI Advantage360 solution to the Participating Entity. This eliminates the need for the Participating Entity to procure or provision new hardware on an often unpredictable timeline, helping to normalize the operating costs to run an ERP solution. Responsibility shifts to CGI to run the hosting infrastructure hardware and provide all maintenance, patching and upgrades required for the CGI Advantage360 solution.

Beyond hardware and maintenance and upgrades, CGI can scale the CGI Advantage360 ERP solution horizontally and vertically at individual tiers such that increased resources are directed where they are needed for the Participating Entity (see Exhibit 6-3).

Horizontal and vertical scaling refers to the ability of a solution to scale up (vertical scalability) and scale out (horizontal scalability). Scaling up is the ability to increase capacity of a system by adding resources to a single machine/node. In the case of an ERP application, vertical scaling refers to the capability of increasing application capacity within a server. CGI Advantage360 can easily achieve vertical scalability by adding application cluster members, Java Virtual Machines (JVM), or processes on a server along with additional virtual resources (virtual CPU and memory) to an existing Virtual Machine.

Scaling out is the ability to increase capacity of a system by spanning more Virtual Machines or by adding more physical servers to an existing VM cluster. CGI Advantage360 can easily add cluster members, JVMs, or processes on multiple Virtual Machines on a single machine. Horizontal scaling not only can increase the capacity processed by the system, it also increases redundancy and thus availability.

Exhibit 6-3 - Advantage Enterprise Architecture



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Managed Operations

Included in the SaaS subscription is all software maintenance, code patches, enhancements and new releases, as part of the CGI Advantage360 Release Update Program. The Release Update program deploys new software features and enhancements on releases on a regular basis (currently twice per year), as well as regular maintenance patches and code fixes on a monthly basis. As a fully hosted solution in a multi-tenant cloud deployment, the responsibility for all offline processing is owned by CGI. During the implementation process, the CGI team will coordinate with the Participating Entity's technical and functional resources to determine the appropriate offline processing sequence. Offline processing, monitoring of interfaces, data backups, application code patching and fixes all become the responsibility of CGI. Because you know your data the best, the Participating Entity will retain responsibility for reviewing the input and output from offline processing and interfaces to validate operational activity.

6.1 Technical Requirements

6 B. A specific point-by-point response, in the order listed, to each requirement in the Section 8 of the RFP. Offerors should not provide links to a website as part of its response.

Offeror's should focus their proposals on the technical qualifications and capabilities described in the RFP. Offerors should not include sales brochures as part of their response.

8 TECHNICAL REQUIREMENTS

If applicable to an Offerors offering, an Offeror must provide a point by point responses to each technical requirement demonstrating its technical capabilities. If a technical requirement is not applicable to an Offeror's offering then the Offeror must explain why the technical requirement is not applicable.

If an Offeror's proposal contains more than one Solution (i.e., SaaS and PaaS) then the Offeror must provide a response for each Solution. However, Offerors do not need to submit a proposal for each Solution.

8.1 (M)(E) TECHNICAL REQUIREMENTS

8.1.1 Offeror must identify the cloud service model(s) and deployment model(s) it intends to provide to Eligible Users. See Attachment D.

CGI Advantage360 is a Community Cloud Software-as-a-Service (SaaS) deployment of CGI's built for government Enterprise Resource Planning (ERP) solution, CGI Advantage.

8.1.2 For the purposes of the RFP, meeting the NIST essential characteristics is a primary concern. As such, describe how your proposed solution(s) meet the following characteristics, as defined in NIST Special Publication 800-145:

8.1.2.1 NIST Characteristic - On-Demand Self-Service: Provide a brief written description of how the cloud solutions proposed satisfies this individual essential NIST Characteristic. Attest capability and briefly describe how self-service technical capability is met.

As the solution is a community cloud hosted, multi-tenant ERP; ad-hoc provisioning of resources is not applicable to the scope and scale of the solution. Because CGI Advantage360 is an ERP solution, the inherit characteristics of the solution do not typically require ad-hoc provisioning or user-driven dynamic capacity scaling for storage, memory or processing power. During the negotiation activities with a Participating Entity, CGI will analyze user volume and anticipated capacity to correctly provision the CGI

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Advantage360 application. As described below in 8.1.2.4, the solution can then dynamically scale to meet the point-in-time processing capacity of the Participating Entity.

8.1.2.2 NIST Characteristic - Broad Network Access: Provide a brief written description of how the cloud solutions proposed satisfies this individual essential NIST Characteristic. Attest capability and briefly describe how network access is provided.

CGI Advantage360 is available over the public internet to any properly configured end-user PC, laptop or compatible mobile device. No virtual private network (VPN) or dedicated line is required for accessing the solution. All interactions with the CGI Advantage360 solution are executed through thin client model leveraging a supported web browser. CGI Advantage360 is also certified on Safari on the Apple iPad.

8.1.2.3 NIST Characteristic - Resource Pooling: Provide a brief written description of how the cloud solutions proposed satisfies this individual essential NIST Characteristic. Attest capability and briefly describe how resource pooling technical capability is met.

CGI Advantage360 is a multi-tenant solution, leveraging shared computing, network and storage infrastructure resources. All tenants share a common code base through the application layer, while client specific data is partitioned into dedicated schemas. Client data is not comingled between tenants.

8.1.2.4 NIST Characteristic - Rapid Elasticity: Provide a brief written description of how the cloud solutions proposed satisfies this NIST Characteristic. Attest capability and briefly describe how rapid elasticity technical capability is met.

CGI Advantage360 solution can be scaled within the CGI-owned data center to meet the end user volume requirements of a Participating Entity. CGI can scale the solution horizontally and vertically at individual tiers such that increased resources are directed where they are needed.

Horizontal and vertical scaling refers to the ability of a solution to scale up (vertical scalability) and scale out (horizontal scalability). Scaling up is the ability to increase capacity of a system by adding resources to a single machine/node. In the case of an ERP application, vertical scaling refers to the capability of increasing application capacity within a server. Advantage can easily achieve vertical scalability by adding application cluster members, Java Virtual Machines (JVM) or processes on a server along with additional virtual resources (virtual CPU and memory) to an existing Virtual Machine.

Scaling out is the ability to increase capacity of a system by spanning more Virtual Machines or by adding more physical servers to an existing VM cluster. Advantage can easily add cluster members, JVM or processes on multiple Virtual Machines on a single machine. Horizontal scaling not only can increase the capacity processed by the system, it also increases redundancy and thus availability.

8.1.2.5 NIST Characteristic - Measured Service: Provide a brief written description of how the cloud solutions proposed satisfies this NIST Characteristic. Attest capability and briefly describe how measured service technical capability is met.

CGI Advantage360 provides measured service capabilities.

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Exhibit 6-4 describes key measured service considerations for the CGI Advantage360 ERP.

Exhibit 6-4 – Key Measured Service Considerations

Solution Component	Measured Service
CGI Advantage360 ERP Environment	Provisioned and billed based on a measure of the number of ERP environments required.
CGI Advantage360 Human Resource Management (HRM)	Provisioned and billed based on a measure of the number of employees within the Participating Entity.
CGI Advantage360 Financial Management	Provisioned and billed based on a measure of the number of 1099 forms distributed to vendors.
CGI Advantage360 Procurement	Provisioned and billed based on a measure of the number of eProcurement Punch-Out vendor connections.
CGI Advantage360 Business Intelligence	Provisioned and billed based on a measure of the number of report developers within the Participating Entity.

The CGI solution is provisioned and billed to Participating Entities based on the measured number of ERP environments they require. The standard CGI Advantage360 implementation includes two (2) instances of the application, and each additional instance can be provisioned and billed to the Participating Entity as needed on an annual basis.

8.1.3 Offeror must identify for each Solution the subcategories that it offers for each service model. For example if an Offeror provides a SaaS offering then it should be divided into education SaaS offerings, e-procurement SaaS offerings, information SaaS offering, etc.

CGI Advantage360 is a SaaS ERP offering including HR, Finance, Budget and Procurement.

8.1.4 As applicable to an Offeror's proposal, Offeror must describe its willingness to comply with, the requirements of Attachments C & D.

CGI is willing to comply with the requirements within Attachment C and D as it relates to the CGI Advantage360 solution.

8.1.5 As applicable to an Offeror's proposal, Offeror must describe how its offerings adhere to the services, definitions, and deployment models identified in the Scope of Services, in Attachment D.

As defined in Attachment D, CGI Advantage360 meets the intent of a cloud computing delivery model, by providing the Advantage ERP solution as a subscription service on a multi-tenant hosted infrastructure. The solution stack leveraged by CGI to deliver the CGI Advantage360 application shares physical real estate, as well as hardware and software infrastructure through the application code layer of Advantage's "n-tier" architecture. This segments only the data layer of the solution, to a client or tenant specific data schema, allowing clients to benefit from economies of scale.

CGI's 40 years of building and delivering ERP for the public sector has not shown evidence that the market requires such self-service dynamic provisioning capabilities of computing resources for

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comprehensive enterprise level solution such as ERP, which may be more commonplace with software services such as Webmail, productivity application suites, or niche point solutions. While the CGI Advantage360 ERP subscription service can be rapidly provisioned in a relative sense, it does not allow for instantaneous self-service provisioning due to the inherit complexities associated with deploying a robust public sector ERP solution. It is vitally important for each CGI Advantage360 implementation to undergo the rigor and analysis with a Participating entity to appropriately size and scale the solution and the feature and functionality set to meet each entity's unique business requirements.

In accordance with the definition of Software-as-a-Service provided in Attachment D, the CGI Advantage360 ERP application is accessible to end-users via thin-client model leveraging modern web-browsers, and desktop thick clients are not required for conducting transactions within the ERP solutions. The solution is consistent with the definition of Community Cloud, in that it is provisioned for use by a specific community of consumers from organizations that have shared concerns. In the case of CGI Advantage360, our offering is specifically targeted toward state, local, and municipal governmental entities.

Finally, CGI Advantage360 satisfies the ability to store and secure up to Moderate Risk Data, as defined in Attachment D.

6.2 Subcontractors

8.2 (E) SUBCONTRACTORS

Offerors must explain whether they intend to provide all cloud solutions directly or through the use of subcontractors. Higher points may be earned by providing all services directly or by providing details of highly qualified subcontractors; lower scores may be earned for failure to provide detailed plans for providing services or failure to provide detail regarding specific subcontractors. Any Subcontractor that an Offeror chooses to use in fulfilling the requirements of the RFP must also meet all Administrative, Business and Technical Requirements of the RFP, as applicable to the Solutions provided. Subcontractor do not need to comply with Section 6.3.

8.2.1 Offeror must describe the extent to which it intends to use subcontractors to perform contract requirements. Include each position providing service and provide a detailed description of how the subcontractors are anticipated to be involved under the Master Agreement.

CGI provides the hardware, software, services and primary datacenter for our Government Cloud without the use of Subcontractors. To maintain geographical diversity in the event of a disaster, CGI leases caged space from SunGard as its backup data center in the United States (Philadelphia, PA).

SunGard and CGI have a strategic partnership. SunGard provides power, space, and data center facility management at the Philadelphia data center, including mechanical, electrical, and environmental support services. SunGard provides Smart Hands for technical support.

CGI does not leverage subcontractors in the delivery of the CGI Advantage360 ERP solution.

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8.2.2 If the subcontractor is known, provide the qualifications of the subcontractor to provide the services; if not, describe how you will guarantee selection of a subcontractor that meets the experience requirements of the RFP. Include a description of how the Offeror will ensure that all subcontractors and their employees will meet all Statement of Work requirements.

SunGard is a known and existing subcontractor to CGI providing multiple services including disaster recovery. SunGard's credentials include:

- Employs over 3,000 professionals with extensive IT and business experience
- Provides more than 5 million square feet of hardened, secure operations space
- Has over 20 mobile facilities staged in strategic locations
- Manages 90 hardened IT facilities connected by a redundant, global dedicated network backbone

CGI manages subcontractors using a disciplined integrated into our project management plan consistent with PMBOK principles. We meet statement of work requirements by flowing down terms and conditions to our subcontractors; incorporating subcontractor employees into the project team to achieve a "badgeless" team dynamic; and maintaining executive level communication and relationships with our subcontractors. The combination of this approach increases the likelihood of successful performance for our clients.

6.3 Working with Purchasing Entities

8.3 (E) WORKING WITH PURCHASING ENTITIES

8.3.1 Offeror must describe how it will work with Purchasing Entities before, during, and after a Data Breach, as defined in the Attachments and Exhibits. Include information such as:

- Personnel who will be involved at various stages, include detail on how the Contract Manager in Section 7 will be involved;);
- Response times;
- Processes and timelines;
- Methods of communication and assistance; and
- Other information vital to understanding the service you provide.

CGI has adopted the SANS methodology as the basis for our security incident handling processes. SANS outlines a well-defined, six (6) step process to systematically respond to and recover from a security incident. The processes follow these basic steps:

- **Preparation** – prepare before instances where incidents occur. This stage involves developing procedures and tools to be used in incident handling, identifying team members to be involved, having accurate information at hand, and ensuring communications are ready.

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- **Identification** – identify whether or not an incident has occurred, through analysis of all available data points (intrusion detection systems and other tools that alert on events of interest). Investigate the identity, nature and extent of the incident to determine its severity and impact.
- **Containment** – involves limiting the scope and magnitude of an incident. As soon as the severity, nature, and impact of an incident is determined, the CGI immediately begins working on determining the most appropriate containment method, and communicates it to the appropriate support groups and/or the Participating Entity.
- **Eradication** – removing the cause of the incident can be a difficult process. It can involve virus removal, conviction of perpetrators, or dismissal of employees.
- **Recovery** – involves restoring a system to its normal business state. Once a restore has been performed, the restore operation is verified to confirm that it was successful and that the system is back to its normal or pre-incident operational state.
- **Follow-up** – the final step in the response procedure, the follow-up includes activities such as: documenting the chronology of events, lessons learned reviews, support of any efforts to sanction malicious acts, updating policies or processes, etc.

In the unlikely event of a security incident or data breach, the Participating Entities client Service Delivery Manager (SDM) will be the central point of contact to navigate the process of working with the Participating Entity and CGI's Operations and Support team. At this time, notification is also provided to the CGI Advantage360's Operations Manager and Program Director, alerting them of the issue.

For instances where the security incident or data breach was initially detected by CGI, the SDM in conjunction with CGI Operations Manager and Program Director will engage the Participating Entity's primary contact as soon as possible to appraise them on the situation and discuss the planned course of remediation.

Once the security incident or data breach issue has been identified and assigned, the SDM will be in frequent communication with the Participating Entity's primary designated points of contact as well as the Operations Manager and Program Director within CGI, conveying regular updates and communicating status of remediation activities via written and telephone based channels. When necessary and applicable, CGI will engage and cooperate with appropriate law enforcement authorities.

8.3.2 Offeror must describe how it will not engage in nor permit its agents to push adware, software, or marketing not explicitly authorized by the Participating Entity or the Master Agreement.

CGI does not distribute adware, unsolicited marketing, or unsolicited software to Participating Entity's as part of the CGI Advantage360 solution.

8.3.3 Offeror must describe whether its application-hosting environments support a user test/staging environment that is identical to production.

The standard CGI Advantage360 subscription price includes one (1) production environment and one (1) non-production environment. The non-production environment is refreshed with the production database on a monthly basis, or at the Participating Entity's request. Additional non-production environments can be priced at the request of the Participating Entity.

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8.3.4 Offeror must describe whether or not its computer applications and Web sites are be accessible to people with disabilities, and must comply with Participating entity accessibility policies and the Americans with Disability Act, as applicable.

The Advantage ERP solution maintains ADA Section 508 compliance.

8.3.5 Offeror must describe whether or not its applications and content delivered through Web browsers are be accessible using current released versions of multiple browser platforms (such as Internet Explorer, Firefox, Chrome, and Safari) at minimum.

CGI Advantage360 is supported on Internet Explorer, Mozilla Firefox, and Apple Safari on the iPad. Support for Google Chrome is planned on our product roadmap.

CGI certifies Advantage ERP on the current version of these browser platforms in addition to some older versions. Browser versions released between January and June are certified by September 30 and browser versions released between July and December are certified by March 30 of the following year.

8.3.6 Offeror must describe how it will, prior to the execution of a Service Level Agreement, meet with the Purchasing Entity and cooperate and hold a meeting to determine whether any sensitive or personal information will be stored or used by the Offeror that is subject to any law, rule or regulation providing for specific compliance obligations.

All CGI Advantage360 implementations require a rigorous and defined pre-project assessment activity to determine the appropriate scope of work for each implementation. This includes defining a list of future state business processes, reports, system interfaces and integrations, conversions and business forms to be included in the CGI Advantage360 solution. Within this pre-project activity, CGI will work with each participating entity to define understand any sensitive or personal information that will be accessible or converted into the CGI Advantage360 solution. Output of these discussions will include a plan of action for addressing any legal, regulatory, or compliance mandates impacting access to the aforementioned sensitive information.

8.3.7 Offeror must describe any project schedule plans or work plans that Offerors use in implementing their Solutions with customers. Offerors should include timelines for developing, testing, and implementing Solutions for customers.

Please see CGI's response to question 8.4.2.e describing the CGI Advantage360 delivery and implementation methodology.

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6.4 Customer Service

8.4 (E) CUSTOMER SERVICE

8.4.1 Offeror must describe how it ensure excellent customer service is provided to Purchasing Entities. Include:

- Quality assurance measures;
- Escalation plan for addressing problems and/or complaints; and
- Service Level Agreement (SLA).

The hosting, operations, maintenance and support services provided by CGI employee ITIL industry best practices for delivery of high quality service desk management, and CGI's software engineering organization goes through a rigorous CMMI Level 3 certified Software Development Lifecycle process to develop, system/QA test and release high quality features and enhancements to the CGI Advantage360 solution.

All operations and support is included with the CGI Advantage360 subscription. The Participating Entity will be assigned a dedicated support contact within the Solutions Support Center (SSC) to operate as The Participating Entity's single point of contact to manage and oversee all support and operations activities. Ongoing support for the CGI Advantage360 solution is provided by the CGI Solutions Support Center (SSC).

Telephone support for the CGI Advantage solution is available 8:00 a.m. - 9:00 p.m. EST Monday through Friday for all issues that arise within the system. CGI staff is available on-call 24x7/365 for the Participating Entity's critical severity production emergencies. Additionally, non-critical issues can be submitted to the SSC through 24x7/365 through the SSC web portal. Please refer to attachment ***Appendix B_1 CGI Advantage360 SaaS Agt_CGI.docx*** for additional information.

When an issue is received by the SSC team, the team will make initial contact with the Participating Entity to confirm the issue and set the severity within the target guidelines shown in Exhibit 6-5.

Exhibit 6-5 - Target Issue Response Guidelines

Issue Severity	Target Initial Issue Response
Critical	30 minutes
Serious	1 Business Hour
Moderate	4 Business Hours
Minor	8 Business Hours

Once the initial contact to the Participating Entity has been made to confirm the issue description, severity and priority; the SSC resource will begin to work the issue. This may include requests for information from the Participating Entity, screenshots or log files as appropriate. Throughout the issue investigation, research and resolution process, the SSC resource will provide status updates to the Participating Entity. Once a resolution has been provided to the Participating Entity, the issue is closed upon mutual agreement that the resolution is acceptable.

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The Participating Entity will be assigned a dedicated support contact within the SSC to operate as the Participating Entity's single point of contact to manage and oversee all support and operations activities. In instances where issue escalation is needed, a request can be made directly to the SSC or the Participating Entity may raise the escalation with the CGI account team. The account team, SSC support contact and SSC management will work to understand the issue and escalate and prioritize accordingly.

As introduced above, the CGI Solutions Support Center (SCC) provides all ongoing support to the Participating Entity for the CGI Advantage360 solution. Once the Participating Entity is live on the CGI Advantage360 solution, you will be transitioned to post-implementation, steady state support provided by the SSC. The CGI Advantage360 subscription fee includes all telephone and Web based support provided by the SSC at no additional cost to the Participating Entity.

The SSC provides 24x7/365 telephone support for Critical issues impacting the production application, and 8:00 a.m. – 9:00 p.m. EST telephone support for all other issue severities. Beyond telephone based support, the SCC provides a wealth of additional resources available to the Participating Entity for no additional cost.

CGI Solutions Support Center Portal (SSC). The CGI Solutions Support Center Portal (SSC) is a powerful, secure, web-based, 24/7 online knowledge base. The SSC will reduce time to resolution on many baseline product questions and issues. CGI has continuously expanded the information available through this site since its inception.

The SSC provides clients with a myriad of services to choose from, including:

- **Submit Issues** - submit and track support issues online or view issues submitted by your co-workers
- **Search for Solutions** - quickly search for solutions to issues
- **Maintain Site and Product Contacts and Details** - maintain authorized users and update product and contact information
- **Access Product Documentation** – find product documentation related to your release including User Guides, Release Notes, Installation Guides, Operation Guides, etc.
- **Access Training** - attend free training through webcasts or browse through 'How To' articles prepared by product experts
- **Suggest an Enhancement** - suggest an enhancement for Advantage and related products and track its status online
- **Hold Discussions** – post questions and share ideas with your peers in the Discussion Gateway section of the SSC used exclusively by client staff
- **Help Desk** - Under CGI Advantage360, remote environment and application support, including a toll-free phone number for non-emergencies is available from 8:00 a.m. - 9:00 p.m. EST Monday-Friday, exclusive of Standard Holidays.
- **Emergency Hotline** - CGI staff is on call 24x7/365 for production emergencies for issues of Critical Severity through the use of an Advantage hotline.
- **Release Updates** - CGI handles major release updates under its CGI Advantage360 SaaS Agreement

Your Advantage User Community. When clients chose CGI Advantage, they don't just adopt a solution; they become part of an active user community dedicated to the transformation of government. Our

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clients network with government finance, budget and procurement managers; HR/payroll professionals; system administrators and IT specialists across the United States. When we partner with a client, we give them a voice. Every community member has an opportunity to network with other clients and collaborate with CGI leadership on the future of CGI Advantage in government. Here is how:

- **Online support** - eAccess, CGI's online support site for the CGI Advantage community
- Webcasts - regular interactive sessions for the CGI Advantage community that include Advantage new release highlights and functionality updates
- **Discussion Gateway** – forum for discussion on all topics pertaining to Advantage, utilizing a user-to-user discussion board. It's a simple, flexible and effective way to collaborate on best practices and common issues and is easily accessed directly from CGI's Solution Support Center website. (https://sc.cgi.com/advantage/)
- **Artifact Library** – information sharing, such as reports and other project deliverables; it promotes re-use and common store of Advantage artifacts, saving government professionals time as they do not have to "reinvent the wheel."
- **User group steering committee** - client-led steering committee that advises CGI on user activities and product strategy
- **Software change control board** - client and CGI combined group that analyzes and prioritizes changes to future releases of the baseline CGI Advantage solution
- **Focus groups** - forums where clients discuss creative enhancements to specific areas of functionality
- **Public Sector ERP Insights** - the latest CGI Advantage ERP news, thought leadership, community updates, client successes and experiences

Please refer to **Attachment X** for the **CGI Advantage360 Software-as-a-Service Agreement**, including CGI Advantage360's standard Service Level Agreement.

8.4.2 Offeror must describe its ability to comply with the following customer service requirements:

a. You must have one lead representative for each entity that executes a Participating Addendum. Contact information shall be kept current.

The Participating Entity will be assigned a dedicated support contact within the SSC to operate as the Participating Entity's single point of contact to manage and oversee all support and operations activities. In instances where issue escalation is needed, a request can be made directly to the SSC or the Participating Entity may raise the escalation with the CGI account team. The account team, SSC support contact and SSC management will work to understand the issue and escalate and prioritize accordingly.

b. Customer Service Representative(s) must be available by phone or email at a minimum, from 7AM to 6PM on Monday through Sunday for the applicable time zones.

Telephone support for the CGI Advantage solution is available 8:00 a.m. - 9:00 p.m. EST Monday through Friday for all issues that arise within the system. CGI staff is available on-call 24x7/365 for the Participating Entity's critical severity production emergencies. Additionally, non-critical issues can be submitted to the SSC through 24x7/365 through the SSC web portal. Please refer to attachment ***Appendix B_1 CGI Advantage360 SaaS Agt_CGI.docx*** for additional information.

c. Customer Service Representative will respond to inquiries within one business day.

When an issue is received by the SSC team, the team will make initial contact with the Participating Entity to confirm the issue and set the severity within the target guidelines shown in Exhibit 6-6.

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Exhibit 6-6 - Target Issue Response Guidelines

Issue Severity	Target Initial Issue Response
Critical	30 minutes
Serious	1 Business Hour
Moderate	4 Business Hours
Minor	8 Business Hours

d. You must provide design services for the applicable categories.

Please see CGI's response to Question 8.4.2 e. below.

e. You must provide Installation Services for the applicable categories.

Every CGI Advantage360 project is conducted using a proven methodology for achieving project objectives, managing tasks, controlling costs and generating quality work products. CGI's methodology is based on our Client Partnership Management Framework (CPMF), an ISO 9001 certified framework that builds on our best practices from hundreds of successful engagements and proven industry standards such as Project Management Institute's (PMI) Project Management Body of Knowledge (PMBOK) and IT Infrastructure Library (ITIL) and is scalable to support and enhance the business practices of the Participating Entity.

On CGI Advantage360 projects, our implementation methodology focuses on:

- Government based best practices Business Process Designs (BPDs) that establish core business processes that best leverage solution functionality
- Pre-configured database aligned with the BPDs
- Transaction based training for the project team and end-users (rather than delving into complex configuration design sessions, Participating Entity staff will quickly learn how to process business transactions)
- Delivered templates for designs, file formats, extracts and data maps based upon proven technical processes accelerate the development of data conversion and interfaces

The CGI methodology has evolved over the span of nearly four decades of public sector implementations. We have partnered with clients of varying size and complexity enabling us to adopt significant differentiators. Exhibit 6-7 highlights the key differentiators that will serve as the foundation for the Participating Entity's successful implementation.

Exhibit 6-7 - CGI has the experience and proven implementation frameworks for a successful project.

Key Differentiator	Proof Points from CGI
One Source	CGI is both the software provider as well as the system integrator providing the highest level of accountability for a successful implementation.

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Key Differentiator	Proof Points from CGI
	• No other system integrator understands a system to the extent that CGI project team members understand Advantage software • Consultants on Advantage projects have years of experience implementing only the Advantage product If software issues arise during implementation, the CGI team is able to fix the software and deploy the changes to the Participating Entity's environments.
Partnership	CGI Advantage is implemented at hundreds of governmental entities. CGI can facilitate a collaborative environment in which the Participating Entity can freely discuss implementation considerations with other Advantage clients to enhance their experience and increase the overall success of the project.
Approach to Projects	CGI's project approach aligns with PMI PMBOK standards and will enhance the project experience by: • Maintaining focus on the Participating Entity's goals and objectives • Managing quality • Managing risk aggressively • Keeping our emphasis on results • Using and maintaining small teams • Managing change
Project Accelerators	CGI provides tools and templates that are specific to Advantage implementations and can be readily deployed for the Participating Entity's implementation.
Implementation Methodology	Our CGI Implementation Methodology is exclusively designed for CGI Advantage implementations and has been refined based on our experience in implementing the solution for hundreds of governments.

CGI Advantage360 projects are implemented and organized along a critical path that incrementally prepares the preconfigured solution for production operations. The project starts with core team training and progresses through the implementation:

- Core Team Training
- Business process review
- Application configuration
- Client data upload and mock data conversion
- Development of client specific objects
- Interfaces
- Reports
- Client branded forms

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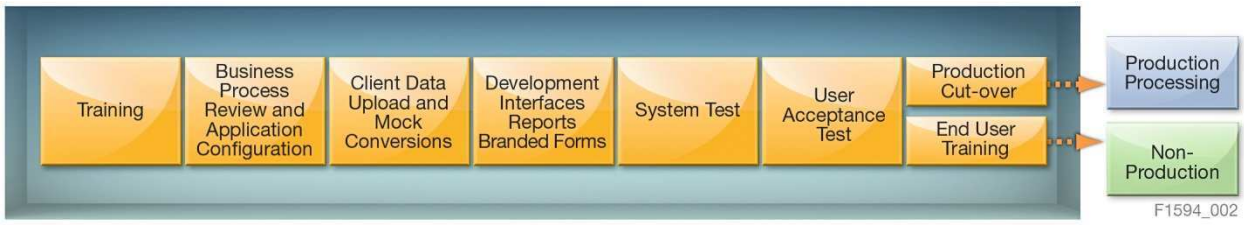
- System test
- User Acceptance test
- End-user training (using non-production environment)
- Production cut-over (into production environment).

Exhibit 6-8 depicts the sequence of events listed above.

Exhibit 6-8 - Implementation Process



- **Training–** Core project team training is transaction based; by focusing on how best practice-based business is done with the solution, the project team is immediately immersed into the process, not into the application configuration. For example, Participating Entity staff will learn how to enter a purchasing contract; how to requisition goods and services; and how to hire, pay and terminate an employee.
- **Business process review–** By reviewing CGI provided Business Process Designs and how the solution is configured to perform "out-of-the-box," the Participating Entity only has to confirm the process or modify the business process to meet requirements. The project team will not configure the business rules from scratch. This is a key accelerator.
- **Client data upload–** During this activity, the team will migrate data from legacy sources to CGI Advantage360 using provided templates. The data and process are validated through mock data uploads.
- **Development–** Development of interfaces, integration (if any), reports and branded forms will begin after client data upload. This will allow concentrated effort in these areas with client data available for unit testing.
- **System test–** System test will commence when all development is completed. System test is executed to verify that the solution and custom developed objects work as a complete system.
- **User acceptance test–** UAT is the Participating Entity's opportunity to verify that the updated business process designs are accurately reflected in the solution.
- **End-user training–** Training begins after any updates are made to the end-user training materials from user-acceptance testing. Training runs concurrent with production cut-over preparation.
- **Production cut-over–** Cutover is the process of preparing the production environment for live operations.

By focusing on these areas, we can achieve the following business benefits for the Participating Entity:

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- **Greater Project Efficiency and Lower Costs**– Our integrated project team leverages common, re-usable project assets that improve overall productivity and lowers labor costs.
- **Measurable Progress** – The major phases of our implementation approach create built-in milestones, or check points, that are approved by the project leadership prior to initiating the next phase.
- **Common Expectations** – The integrated Participating Entity and CGI project teams will share the same goals, objectives and mutual expectations, establishing a more collaborative project culture.

6.5 Security of Information

8.5 (E) SECURITY OF INFORMATION

8.5.1 Offeror must describe the measures it takes to protect data. Include a description of the method by which you will hold, protect, and dispose of data following completion of any contract services.

CGI believes effective security of information technology centers around a layered security model. Our approach to protecting information assets is built using six layers: resource, control, perimeter, extended perimeter, physical and consulting and compliance. Each layer represents a distinct security challenge that requires individualized access, monitoring, configuration and policy controls. CGI's security policies and information asset protection programs also maintain security at each layer in accordance with many industry and government security standards.

Exhibit 6-9 illustrates this layered security model followed by a feature/benefit analysis table of each layer.

Exhibit 6-9 - Layered Security Model

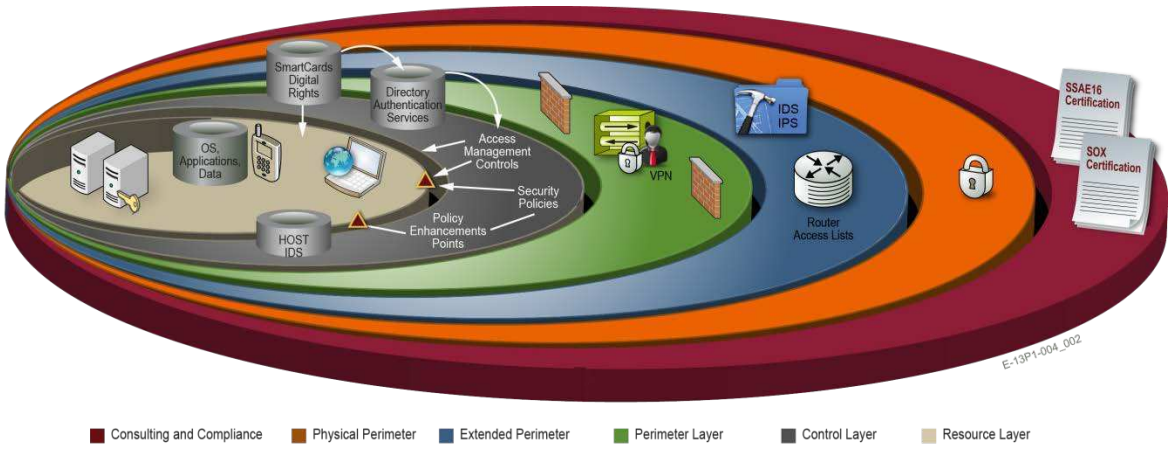

Exhibit 6-10 - Feature/Benefit Analysis

Layer	Features	Benefits
Resource	• Server Security • Anti-Virus	• OS user rights on a given server are limited to those required to perform the user's given role

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Layer	Features	Benefits
	• CIRT including patches, ratings, event coordination (includes all attempts/threats)	• Software install minimized to only what is required for operation • Server hardening improves security • Unnecessary services and functions disabled • Currency maintained with security patches and advisories • Managed permissions and authorizations • Root or administrator access is strictly limited • Host-based IDS protect OS integrity
Control	• Active Directory design and support • Account management including user ID creation and administration, service accounts, FTP accounts, local accounts • Defined security policies and standards, compliance program • Workforce Identification Policy – process integration between HR events and user security management • User Request Form tool administration	• Remote access to the operating system is only allowed via encrypted session (e.g. SSH). This prevents an unauthorized person from learning a valid ID and password via network snooping • Network traffic allowed to and from a server is limited to the traffic appropriate to the server's function
Perimeter	• Firewall management, DMZ configuration, penetration testing • Network security	• Servers are grouped into functional security zones for granular control. Functional zones make it easier to choose connections to allow between environments. • Firewalls enforce the security policies established for every security zone. All unauthorized traffic is blocked and logged.
Extended	• Web filtering • Intrusion detection • Email filtering • Investigation / forensics activities • Business unit CIRT patching coordination	• Network Intrusion Detection Systems (IDS) monitor for suspicious activity and alert as appropriate
Physical	• Secure facilities and devices	• Physical access to and within the Data Center is limited to authorized personnel • The data center is guarded 24/7
Consulting and Compliance	• Security design consulting • Application and ASP security assessments • IT general and SOX controls • Threat and usage reporting • Managing the quarterly audit process • Business unit project consulting	• Advice in the implementation or modification of systems for security • Regular audits to verify procedures are followed and compliance with the applicable regulatory standards (SAS70, SOX, NIST, FISMA, CISP)

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Data at Rest

CGI Advantage360 encrypts limited sensitive data elements as part of the standard out-of-the-box solution. However more comprehensive data encryption is possible as required by a Participating Entity.

Data in Transit

CGI leverages SSL for encryption for all data in transit, and is in the process of upgrading to TLS in 2016.

Data Disposal

Upon termination or transition from the CGI Advantage360 solution, CGI will deliver all data to a Participating Entity in an agreed upon media and format, and CGI copies will be destroyed and/or disposed of within 90 days of completion of the transition.

8.5.2 Offeror must describe how it intends to comply with all applicable laws and related to data privacy and security.

CGI maintains compliance with applicable laws as it relates to data privacy and security. The CGI product management team routinely reviews new and/or updated federal mandates for data and transactional security applicable to ERP processing, and system enhancement and improvements are deployed as necessary.

5.6.4 Offeror must describe how it will not access a Purchasing Entity's user accounts or data, except in the course of data center operations, response to service or technical issues, as required by the express terms of the Master Agreement, the applicable Participating Addendum, and/or the applicable Service Level Agreement.

The CGI operations and support team responsible for maintaining and supporting the Participating Entity's CGI Advantage360 solution are granted limited rights of access to the production and non-production instances of the application. Operations and support users maintain unique system administrator or super user credentials assigned specifically to those individuals, maintaining accountability for all activities occurring within the Participating Entity's applications. This reduces the risk of associated with access to client data and tracing activity within the solution back to the source. Additionally, passwords within the CGI Advantage360 solution for all users (including end users and local Participating Entity administrators) are encrypted, reducing the ability for unauthorized access to end-user accounts. Lastly, user access to the CGI Advantage360 solution is reviewed on a monthly basis to identify anomalies is usage patterns.

6.6 Privacy and Security

8.6 (E) PRIVACY AND SECURITY

8.6.1 Offeror must describe its commitment for its Solutions to comply with NIST, as defined in NIST Special Publication 800-145, and any other relevant industry standards, as it relates to the Scope of Services described in Attachment D, including supporting the different types of data that you may receive.

8.6.2 Offeror must list all government or standards organization security certifications it currently holds that apply specifically to the Offeror's proposal, as well as those in process at time of response. Specifically include HIPAA, FERPA, CJIS Security Policy, PCI Data Security Standards (DSS), IRS Publication 1075, FISMA, NIST 800-53, NIST SP 800-171, and FIPS 200 if they apply.

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8.6.3 Offeror must describe its security practices in place to secure data and applications, including threats from outside the service center as well as other customers co-located within the same service center.

8.6.4 Offeror must describe its data confidentiality standards and practices that are in place to ensure data confidentiality. This must include not only prevention of exposure to unauthorized personnel, but also managing and reviewing access that administrators have to stored data. Include information on your hardware policies (laptops, mobile etc).

8.6.5 Offeror must provide a detailed list of the third-party attestations, reports, security credentials (e.g., FedRamp), and certifications relating to data security, integrity, and other controls.

8.6.6 Offeror must describe its logging process including the types of services and devices logged; the event types logged; and the information fields. You should include detailed response on how you plan to maintain security certifications.

8.6.7 Offeror must describe whether it can restrict visibility of cloud hosted data and documents to specific users or groups.

8.6.8 Offeror must describe its notification process in the event of a security incident, including relating to timing, incident levels. Offeror should take into consideration that Purchasing Entities may have different notification requirements based on applicable laws and the categorization type of the data being processed or stored.

8.6.9 Offeror must describe and identify whether or not it has any security controls, both physical and virtual Zones of Control Architectures (ZOCA), used to isolate hosted servers.

8.6.10 Provide Security Technical Reference Architectures that support Infrastructure as a Service (IaaS), Software as a Service (SaaS) & Platform as a Service (PaaS)

Pursuant to Utah Code Annotated, Subsections 63G-2-305(1) and (2), and in accordance with Section 63G-2-309, CGI asserts a claim of business confidentiality to protect the following information submitted as part of this solicitation. Pursuant to Section 3.13 of the RFP, information contained herein has been redacted and can be found in Section 7 or the Protected Business Confidential version of this document.

6.7 Migration and Redeployment Plan

8.7 (E) MIGRATION AND REDEPLOYMENT PLAN

8.7.1 Offeror must describe how it manages the end of life activities of closing down a service to a Purchasing Entity and safely deprovisioning it before the Offeror is no longer contractually obligated to maintain the service, include planned and unplanned activities. An Offeror's response should include detail on how an Offeror maintains security of the data during this phase of an SLA, if the Offeror provides for redundancy during migration, and how portable the data is during migration.

In connection with termination or expiration of any the CGI Advantage360 subscription service, a Participating Entity may request CGI's assistance in migrating data and processing activities to an alternate vendor or service. Provided the Participating Entity is current in its payment to CGI under the subscription agreement, CGI will perform reasonable transition services under a separate Statement of

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Work for a period of up to six (6) months on a time and materials basis at CGI's then current professional services rates.

During the transition period, all use of the CGI Advantage360 solution remains governed by the CGI Advantage360 Software-as-a-Service agreement and the SLAs, including provisions for data security and privacy. CGI will provide the Participating Entity with a copy of their data in an agreed format, as required for the transition. CGI may provide additional transition services as mutually agreed between the parties. At the end of the transition period, Client will return to CGI any CGI Materials in Client's possession or control and cease all access to the CGI System.

CGI copies of the Participating Entity's data will be destroyed and/or disposed of within 90 days of completion of the transition unless otherwise agreed-upon through written request.

8.7.2 Offeror must describe how it intends to provide an orderly return of data back to the Purchasing Entity, include any description in your SLA that describes the return of data to a customer.

Please see CGI's response to question 8.7.1 above.

6.8 Service or Data Recovery

8.8 (E) SERVICE OR DATA RECOVERY

8.8.1 Describe how you would respond to the following situations; include any contingency plan or policy.

a. Extended downtime.

Extended downtime exceeding any planned scheduled downtime is communicated via the CGI Advantage360 Service Delivery Manager to the Participating Entity's primary points of contact, during which time CGI will continue to work to restore access to the CGI Advantage360 solution as soon as possible. All extended downtime is monitored and accrued toward the monthly application availability service level metric. In the event of significant downtime impacting the Participating Entity, the CGI Advantage360 solution can be failed-over from the Primary data center to the Secondary Disaster Recovery data center to restore service.

b. Suffers an unrecoverable loss of data.

Because of the data center hardware redundancy and near-real-time replication of the database and application environments from CGI's Primary data center to the Secondary Disaster Recovery data center, as well as the extensive backup procedures and services included in the CGI Advantage360 SaaS subscription, loss of data is a highly unlikely event. However, loss of data is addressed under the CGI Advantage360 Software-as-a-Service Agreement

If Client Data is lost, corrupted or destroyed while in the possession or control of CGI due to CGI's fault or negligence, CGI will use Commercially Reasonable Efforts to reconstruct such data at CGI's expense provided any files, data, programs or other information that may be necessary to accomplish such reconstruction but which are not in CGI's possession or control are promptly furnished to CGI by Client upon request. If CGI is unable to satisfy its obligations for recovering lost data, CGI's liability to Client will nevertheless be limited in accordance with the defined liability limits within the CGI Advantage360 Software-as-a-Service Agreement

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c. Offeror experiences a system failure.

If the Participating Entity's data is lost, corrupted or destroyed while in the possession or control of CGI due to CGI's fault or negligence, CGI will use Commercially Reasonable Efforts to reconstruct such data at CGI's expense provided any files, data, programs or other information that may be necessary to accomplish such reconstruction but which are not in CGI's possession or control are promptly furnished to CGI by Client upon request. If CGI is unable to satisfy its obligations described above, CGI's liability to the Participating Entity will be limited in accordance with the Liability Limits as defined in the CGI Advantage360 Software as a Service Agreement.

Please see attachment ***Appendix B_1 CGI Advantage360 SaaS Agt_CGI.docx*** for the **CGI Advantage360 Software-as-a-Service Agreement** for more details on CGI's Limitation of Liability and Remedies.

d. Ability to recover and restore data within 4 business hours in the event of a severe system outage.

The CGI Advantage360 solution is fully redundant within the CGI owned data center and CGI provides full disaster recovery services as part of the annual SaaS subscription fee. The Recovery Time Objective (RTO) maintained by CGI is 4 hours.

e. Describe your Recovery Point Objective (RPO) and Recovery Time Objective (RTO).

The CGI Advantage360 Software-as-a-Service Agreement Service Level Metric (SLA) for disaster recovery includes: Recovery Time Objective (RTO) = 12 hours, Recovery Point Objective (RPO) = 4 hours.

Please see CGI's response in 8.12.7 for additional details on service level metrics and service credits for RPO and RTO.

8.8.2 Describe your methodologies for the following backup and restore services:

a. Method of data backups

CGI leverages the Oracle RMAN process for executing all database backups. Once the backup has been taken, it is stored at the disk level and retained for seven (7) days as defined per the RMAN policy.

b. Method of server image backups

CGI uses Commvault to back up the virtual machine (VM) servers. A full backup is performed once per week, followed by six (6) incremental backups the rest of the week.

c. Digital location of backup storage (secondary storage, tape, etc.)

Backup data is kept for thirty-fix (35) days. One copy is stored on disk for fast recovery (e.g. if a file is deleted) and a second copy is made on tape and sent offsite. In addition, a disk replication service is used to replicate the data to a secondary site, allowing for a 12 hour RTO with near real time RPO.

d. Alternate data center strategies for primary data centers within the continental United States.

The CGI Advantage360 solution is hosted out of two (2) continental US based data centers. The first is the CGI owned Phoenix Data Center, located in Phoenix Arizona; while the second is hosted via a third party partner located in Philadelphia Pennsylvania. The two data centers are located in geographically unique regions of the country, reducing the risks associated to loss at both sites.

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6.9 Data Protection

8.9 (E) DATA PROTECTION

8.9.1 Specify standard encryption technologies and options to protect sensitive data, depending on the particular service model that you intend to provide under this Master Agreement, while in transit or at rest.

Data at Rest

CGI Advantage360 encrypts limited sensitive data elements as part of the standard out-of-the-box solution. However, more comprehensive data encryption is possible as required by a Participating Entity.

Data in Transit

CGI leverages SSL for encryption for all data in transit, and is in the process of upgrading to TLS in 2016.

8.9.2 Describe whether or not it is willing to sign relevant and applicable Business Associate Agreement or any other agreement that may be necessary to protect data with a Purchasing Entity.

CGI is willing to discuss the necessity of this requirement with the Participating Entity as appropriate.

8.9.3 Offeror must describe how it will only use data for purposes defined in the Master Agreement, participating addendum, or related service level agreement. Offeror shall not use the government data or government related data for any other purpose including but not limited to data mining. Offeror or its subcontractors shall not resell nor otherwise redistribute information gained from its access to the data received as a result of this RFP.

The Participating Entity grants CGI during the term of the subscription a nonexclusive, nontransferable, limited right and license to access client owned data for the sole purpose of performing delivering and maintaining the Participating Entity's instance of the CGI Advantage360 solution. Any content furnished to CGI by or on behalf of a Participating Entity remains owned by the Participating Entity.

6.10 Service Level Agreements

8.10 (E) SERVICE LEVEL AGREEMENTS

8.10.1 Offeror must describe whether your sample Service Level Agreement is negotiable. If not describe how it benefits purchasing entity's not to negotiate your Service Level Agreement.

The CGI Advantage360 solution is delivered in accordance with a standard Software-as-a-Service agreement for all clients, including a standard Service Level Agreement (SLA), inclusive of service level metrics, and a penalty structure for failure to meet the minimum service level. Our SLA strikes an equitable balance between the costs and risks associated with the delivery of a cloud hosted ERP, which is comparable to other hosted ERP solutions available within the public sector space. As such, CGI does not intend to negotiate the standard SLA for the CGI Advantage360 ERP offering. CGI offers other hosting options for the CGI Advantage ERP which provide more flexibility to negotiate a unique client specific service level agreement.

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8.10.2 Offeror, as part of its proposal, must provide a sample of its Service Level Agreement, which should define the performance and other operating parameters within which the infrastructure must operate to meet IT System and Purchasing Entity's requirements.

Please see the CGI Advantage360 SaaS Agreement including the Service Level Agreement, attachment ***Appendix B_1 CGI Advantage360 SaaS Agt_CGI***.

6.11 Data Disposal

8.11 (E) DATA DISPOSAL

Specify your data disposal procedures and policies and destruction confirmation process.

Upon termination or expiration of the Advatage360 subscription, both CGI and the Participating Entity will return or certify as destroyed all Confidential Information of the furnishing party that the receiving party does not possess under a valid license; provided that CGI may retain one (1) copy of all of its work products (including working papers) produced under the Contract Documents for archival purposes. Upon termination or transition from the CGI Advantage360 solution, CGI will deliver all data to a Participating Entity in an agreed upon media and format, and CGI copies will be destroyed and/or disposed of within 90 days of completion of the transition.

6.12 Performance Measures and Reporting

8.12 (E) PERFORMANCE MEASURES AND REPORTING

8.12.1 Describe your ability to guarantee reliability and uptime greater than 99.5%. Additional points will be awarded for 99.9% or greater availability.

The standard CGI Advantage360 Service Level Agreement includes a minimum application availability metric of 99%. Actual calendar year 2015 application availability for CGI Advantage360 was 99.7%. The exhibit below outlines the CGI Advantage360 application availability minimum service level and service penalty.

Exhibit 6-11 –Application Availability Minimum Service Level and Service Penalty

Service Metric	Applicability Factors	Service Penalty	Minimum Service Level
Application Metric			
Application Availability	Availability Percentage	• Less than Minimum Service Level results in 5% credit on 1/12 of the annual Subscription Fee • Consecutive monthly miss results in 10% credit on Subscription Fee until metric is met	• 99% availability based on relevant Hours of Availability in Client's time zone M-F • Commitment to be met 100% of the time

CGI provides monthly reporting on all Service Level Metrics included in the standard SLA.

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8.12.2 Provide your standard uptime service and related Service Level Agreement (SLA) criteria.

The CGI Advantage360 application is available 24 hours per day, 7 days per week, 365 days per year excluding scheduled maintenance periods and client-requested offline processing.

8.12.3 Specify and provide the process to be used for the participating entity to call/contact you for support, who will be providing the support, and describe the basis of availability.

Operations and support is included with the CGI Advantage360 subscription. The Participating Entity will be assigned a dedicated support contact within the Solutions Support Center (SSC) to operate as The Participating Entity's single point of contact to manage and oversee all support and operations activities. Ongoing support for the CGI Advantage360 solution is provided by the CGI Solutions Support Center (SSC).

Telephone support for the CGI Advantage360 solution is available 8:00 a.m. - 9:00 p.m. EST Monday through Friday for all issues that arise within the system. CGI staff is available on-call 24x7/365 for the Participating Entity's critical severity production emergencies. Additionally, non-critical issues can be submitted to the SSC through 24x7/365 through the SSC web portal.

The Participating Entity will be assigned a dedicated support contact within the SSC to operate as the Participating Entity's single point of contact to manage and oversee all support and operations activities. In instances where issue escalation is needed, a request can be made directly to the SSC or the Participating Entity may raise the escalation with the CGI account team. The account team, SSC support contact and SSC management will work to understand the issue and escalate and prioritize accordingly.

8.12.4 Describe the consequences/SLA remedies if the Respondent fails to meet incident response time and incident fix time.

When an issue is received by the SSC team, the team will make initial contact with the Participating Entity to confirm the issue and set the severity within the target guidelines shown in Exhibit 6-13.

Exhibit 6-12 - Target Issue Response Guidelines

Issue Severity	Target Initial Issue Response
Critical	30 minutes
Serious	1 Business Hour
Moderate	4 Business Hours
Minor	8 Business Hours

The standard CGI Advantage360 Software-as-a-Service Agreement (SaaS Agreement) does not include response time minimum service levels or penalties.

Once the initial contact to the Participating Entity has been made to confirm the issue description, severity and priority; the SSC resource will begin to work the issue. This may include requests for information from the Participating Entity, screenshots or log files as appropriate. Throughout the issue investigation, research and resolution process, the SSC resource will provide status updates to the

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Participating Entity. Once a resolution has been provided to the Participating Entity, the issue is closed upon mutual agreement that the resolution is acceptable.

The exhibit below outlines the CGI Advantage360 issue resolution minimum service level and service penalty.

Exhibit 6-13 – Issue Resolution Minimum Service Level and Service Penalty

Service Metric	Applicability Factors	Service Penalty	Minimum Service Level
Issue Resolution Time Metrics			
Critical	Issue Severity	• Less than Minimum Service Level results in 5% credit on 1/12 of the • Annual Subscription Fee • Consecutive monthly miss results in 10% credit on Subscription Fee until metric is met	• Workaround or Resolution: 10 Business Hours (1) • Commitment to be met for 100% of Critical Issues
Serious	Issue Severity	• Less than Minimum Service Level results in 5% credit on 1/12 of the annual Subscription Fee • Consecutive monthly miss results in 10% credit on Subscription Fee until metric is met	• Workaround or Resolution: 72 Business Hours (1) • Commitment to be met for 90% of Serious Issues

8.12.5 Intentionally Deleted.

Per the RFP this requirement was intentionally deleted, and as such no response is provided.

8.12.6 Describe the firm's procedures and schedules for any planned downtime.

Planned downtime included Scheduled Maintenance (any time planned maintenance is to be performed on the CGI System), Included Batch Processing (Client requested batch processing included in Subscription Services that occurs within the Hours of Availability and requires that the CGI System be down) and CGI Standard Holidays.

The standard Scheduled Maintenance period is Saturday from 12:00 a.m. to Sunday at 11:00 p.m. Eastern Time the third (3rd) weekend of each month, unless written notice of an exception is provided to the Client. All planned maintenance activities will be shared with the Client in advance for the calendar year.

8.12.7 Describe the consequences/SLA remedies if disaster recovery metrics are not met.

In the event of a mutually agreed-upon disaster between CGI and the Participating Entity, CGI will execute transition of service from CGI's Primary data center to the Secondary disaster recovery data center.

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The exhibit below outlines the CGI Advantage360 disaster recovery minimum service level and service penalty.

Exhibit 6-14 – Disaster Recovery Minimum Service Level and Service Penalty

Service Metric	Applicability Factors	Service Penalty	Minimum Service Level
Disaster Recovery Metrics			
Recovery Time Objective (RTO)	N/A	Less than Minimum Service Level results in 25% credit on 1/12 of the annual Subscription Fee	Within 12 Clock Hours of a declaration of disaster
Recovery Point Objective (RPO)	N/A	Less than Minimum Service Level results in 25% credit on 1/12 of the annual Subscription Fee	No greater than 4 hours loss of data

8.12.8 Provide a sample of performance reports and specify if they are available over the Web and if they are real-time statistics or batch statistics.

Pursuant to Utah Code Annotated, Subsections 63G-2-305(1) and (2), and in accordance with Section 63G-2-309, CGI asserts a claim of business confidentiality to protect the following information submitted as part of this solicitation. Pursuant to Section 3.13 of the RFP, information contained herein has been redacted and can be found in Section 7 or the Protected Business Confidential version of this document.

8.12.9 Ability to print historical, statistical, and usage reports locally.

The CGI Advantage360 solution provides the ability generate and print audit log reports of system usage by authorized reporting users within a Participating Entity.

8.12.10 Offeror must describe whether or not its on-demand deployment is supported 24x365.

The CGI Advantage360 solution is available 24/7/365 less downtime for scheduled maintenance.

8.12.11 Offeror must describe its scale-up and scale-down, and whether it is available 24x365.

CGI Advantage360's elastic architecture allows for dynamic horizontal and vertical scaling to accommodate variations in transactional volume and processing needs.

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6.13 Cloud Security Alliance

8.13 (E) CLOUD SECURITY ALLIANCE

Describe your level disclosure of compliance with CSA Star Registry for each Cloud solutions offered.

a. Completion of a CSA STAR Self-Assessment, as described in Section 5.5.5

b. Completion of Exhibits 1 and 2 to Attachment B.

c. Completion of a CSA STAR Attestation, Certification, or Assessment.

d. Completion CSA STAR Continuous Monitoring.

Pursuant to Utah Code Annotated, Subsections 63G-2-305(1) and (2), and in accordance with Section 63G-2-309, CGI asserts a claim of business confidentiality to protect the following information submitted as part of this solicitation. Pursuant to Section 3.13 of the RFP, information contained herein has been redacted and can be found in Section 7 or the Protected Business Confidential version of this document.

6.14 Service Provisioning

8.14 (E) SERVICE PROVISIONING

8.14. 1 Describe in detail how your firm processes emergency or rush services implementation requests by a Purchasing Entity.

As the solution is a community cloud hosted, multi-tenant ERP; ad-hoc provisioning of resources is not applicable to the scope and scale of the solution. Because CGI Advantage360 is an ERP solution, the inherit characteristics of the solution do not typically require ad-hoc provisioning or user-driven dynamic capacity scaling for storage, memory or processing power. During the negotiation activities with a Participating Entity, CGI will analyze user volume and anticipated capacity to correctly provision the CGI Advantage360 application. As described in 8.1.2.4, the solution can then dynamically scale to meet the point-in-time processing capacity of the Participating Entity.

However, CGI maintains a flexible and robust environment solution, allowing for provisioning requests to be processed swiftly to meet the needs of a Participating Entity's project timeline.

Beyond service provisioning requests (which are not applicable to the CGI Advantage360 SaaS solution), Managed Service Requests can be submitted to the CGI Advantage360 Support and Operations team for existing CGI Advantage360 clients to execute various “one-off” operation tasks, activities and services. This may be related to the execution of an offline-cycle process, an ad-hoc backup, a batch job, a SQL data extract request, interface execution, etc. These Managed Service Requests are handled on a case-by-case basis and any emergency or urgent processing of a Managed Service Request is prioritized in accordance with any applicable Service Level Agreement metrics. CGI’s Service Delivery Manager from the support and Operations team will communicate with the Purchasing Entity to help understand the priority of the request and remediate it appropriately based on identified business needs.

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8.14.2 Describe in detail the standard lead-time for provisioning your Solutions.

The lead time for the provisioning of the CGI SaaS Solution is determined by the needs and project timeline of the Participating Entity. Once CGI and a Participating Entity execute an agreement to implement the CGI Advantage360 solution, the CGI Operations team can quickly provision and prepare an environment to align with the project kick-off date, typically within 5 business days.

6.15 Back Up and Disaster Plan

8.15 (E) BACK UP AND DISASTER PLAN

8.15.2 Ability to apply legal retention periods and disposition by agency per purchasing entity policy and/or legal requirements.

CGI is willing to discuss the need for this requirement with the Participating Entity.

8.15.3 Describe any known inherent disaster recovery risks and provide potential mitigation strategies.

CGI has not identified any known risks for disaster recovery services

8.15.4 Describe the infrastructure that supports multiple data centers within the United States, each of which supports redundancy, failover capability, and the ability to run large scale applications independently in case one data center is lost.

The CGI Advantage360 solution will be hosted within CGI's own state-of-the-art data center located in Phoenix, Arizona. The Phoenix Data Center (PDC) has been engineered with redundancy and comprehensive fault tolerance. It is located in a resilient geographical location that has a low-risk with respect to force majeure potential, and also maintains ISO 9001 and SSAE No. 16 certifications.

CGI maintains an alternate disaster recovery data center in Philadelphia Pennsylvania.

6.16 Solution Administration

8.16 (E) SOLUTION ADMINISTRATION

8.16.1 Ability of the Purchasing Entity to fully manage identity and user accounts.

CGI Advantage360 allows for the Purchasing Entity to perform all user account maintenance activities including but not limited to creating new user accounts, assigning security roles, password resets, updating organizational memberships, and locking out users. All end user account maintenance is supported by the Purchasing Entity, leveraging CGI Advantage360's Security and Administration area and the CGI Advantage360 Single Sign-On Portal.

8.16.2 Ability to provide anti-virus protection, for data stores.

Please see the response to question 8.5.1 for a detailed discussion about CGI Advantage's six layer security model. Anti-virus protection is a principle component of the resource layer within this model.

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8.16.3 Ability to migrate all Purchasing Entity data, metadata, and usage data to a successor Cloud Hosting solution provider.

In the event that a Purchasing Entity chooses to terminate the CGI Advantage360 subscription, CGI will provide the Purchasing Entity with a copy of their data in a mutually agreeable format in accordance with our standard Software-as-a-Service Agreement. CGI can provide additional transition services to a successor ERP provider under a separate statement of work at the then current rate card.

8.16.4 Ability to administer the solution in a distributed manner to different participating entities.

The CGI Advantage360 solution is a multi-tenant, cloud hosted Software-as-a-Service ERP solution, sharing infrastructure resources through the application layer. CGI's operations team supports the administration of the CGI Advantage360 solution for all participating entities on the multi-tenant solution.

8.16.5 Ability to apply a participating entity's defined administration polices in managing a solution.

The CGI Advantage360 solution currently leverages single sign-on authentication through CGI's instance of Active Directory maintained with the hosting data center. Client owned Identity Management integration, including Active Directory, is a planned enhancement on the CGI Advantage360 product roadmap for 2016.

Within the CGI Advantage360 solution, Participating Entities can leverages the robust and flexible Advantage Administration and Security module to define security access roles and privileges; as well as manage workflow approval routing to match administrative policies within their organization.

6.17 Hosting and Provisioning

8.17 (E) HOSTING AND PROVISIONING

8.17.1 Documented cloud hosting provisioning processes, and your defined/standard cloud provisioning stack.

Once CGI and a Participating Entity execute an agreement to implement the CGI Advantage360 solution, the CGI Operations team can quickly provision and prepare an environment to align with the project kick-off date. The CGI Advantage360 platform uses Puppet Labs as the principle cloud provisioning utility. Puppet is used for cloud management, configuration management, IT automation, networking automation and security.

8.17.2 Provide tool sets at minimum for:

1. Deploying new servers (determining configuration for both stand alone or part of an existing server farm, etc.)

All CGI Advantage360 deployments are managed by Puppet Labs data center automation.

2. Creating and storing server images for future multiple deployments

CGI does not store server images, but rather leverages Puppet Labs data center automation to create and deploy new servers.

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3. Securing additional storage space

SAN Space is allocated by the CGI Datacenter team based during the application sizing activities done as a precursor to any CGI Advantage360 implementation.

4. Monitoring tools for use by each jurisdiction's authorized personnel – and this should ideally cover components of a public (respondent hosted) or hybrid cloud (including Participating entity resources).

CGI's Platform Team leverages Groundworks for basic infrastructure monitoring (CPU, RAM, disk space).

8.17.3 Ability to provide IaaS, PaaS, and SaaS solutions as defined service offerings with established rate structures

CGI Advantage360 ERP solution is a defined service offering with an established rate structure.

6.18 Trial and Testing Periods (pre- and post- purchase)

8.18 (E) TRIAL AND TESTING PERIODS (PRE- AND POST- PURCHASE)

8.18.1 Describe your testing and training periods that your offer for your service offerings.

NOTE CGI does not provide training or testing of the CGI Advantage360 solution pre-purchase. CGI welcomes the opportunity to conduct product demonstrations at the request of a Participating Entity.

CGI Advantage360 projects are implemented and organized along a critical path that incrementally prepares the preconfigured solution for production operations. The project starts with core team training and progresses through the implementation:

- Core Team Training
- Business process review
- Application configuration
- Client data upload and mock data conversion
- Development of client specific objects
    - Interfaces
    - Reports
    - Client branded forms
- System test
- User Acceptance test
- End-user training (using non-production environment)
- Production cut-over (into production environment)

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During the project implementation activities, Participating Entities have the opportunity to perform prototyping activities and process review activities during the Business Process Review and the User Acceptance Testing. Training is provided at multiple points throughout the project based on the needs of the project.

Business Process Review

By reviewing CGI provided Business Process Designs and how the solution is configured to perform "out-of-the-box," the Participating Entity only has to confirm the process or modify the business process to meet requirements. Included in this activity is a prototyping of legacy business processes to verify how CGI Advantage360 will be used in the "to-be" state.

User Acceptance Testing

UAT is the Participating Entity's opportunity to verify that the system configuration and business processes identified throughout the project implementation activities are accurately reflected in the solution.

Training

CGI's Advantage360 Training Program provides the Participating Entity with the unique opportunity to impart its staff with the fundamentals to support the modernized functionality provided with CGI Advantage360. This will provide the following key benefits to the Participating Entity:

- Smooth implementation of the modernized enterprise resource planning solution by a knowledgeable project team trained by professional subject matter experts / instructors.
- Successful learning attributed to the structured training curriculum, which encompasses a comprehensive set of training courses and supporting manuals, for both the project team members and end-user community.
- CGI Advantage360's training curriculum and corresponding training courses offered within it correspond directly to the full breadth of modules being implemented to meet the Participating Entity's HR/Payroll, Budgeting, and Finance System objectives.
- CGI Advantage360's Training Program provides a comprehensive set of courses specifically designed for these three (3) key target audiences: Project Team, Trainers and End-users.

Exhibit 6-17 below describes our approach to training each target audience.

Exhibit 6-15 - Target Audience Training

Target Audience	Training Description
Project Team (Business Leads) Training	CGI provides instructor led training for the project team. This training entails the business leads from the Participating Entity and they learn functional setup parameters, form/report development and transaction processing flow with CGI Advantage360; includes set of project team training manuals.
Technical Training	Under this cloud-hosted delivery model, CGI assumes responsibility for the technical activities associated with managing and maintaining the new Advantage systems from the outset of the implementation. This approach eliminates the Participating Entity's need to install or maintain any new software or hardware for the proposed system. CGI is responsible for all infrastructure

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Target Audience	Training Description
	hosting and hardware management, maintenance and support for the operating systems and databases and normal daily operations of the Advantage applications such as running necessary nightly batch jobs and reports. Hence, the primary learning method for the technical team is knowledge transfer and side-by-side completion of project tasks, as noted in the plan.
Train the Trainer	CGI will lead a Train the Trainer program for up to five (5) Participating Entity trainers. The program includes an adult learning theory class, a demonstration of how a class should be conducted, and one mock delivery workshop for each of the five Participating Entity trainers. During the workshop, the Participating Entity trainers will receive feedback on their mock delivery to help them build skills for end user training deliveries.
End-User Training	End-user training is written and delivered by the Participating Entity trainers. The Participating Entity will build the content for end-user courses, creating end-user training manuals for each course, utilizing the finalized Business Process Documents (BPDs) for content and the end-user training manual templates provided by CGI for format. The Participating Entity trainers will conduct the end-user training courses, as they build a knowledge-base in disseminating the materials and course topics to the end-users.

8.18.2 Describe how you intend to provide a test and/or proof of concept environment for evaluation that verifies your ability to meet mandatory requirements.

Please see CGI's response to question 8.18.1 above describing the Business Process review and User Acceptable testing steps of the CGI Advantage360 implementation approach.

8.18.3 Offeror must describe what training and support it provides at no additional cost.

Please see CGI's response to question 8.18.1 above describing training services provided as part of the CGI Advantage360 implementation approach.

Please see CGI's response to 8.4.1 above for discussion on steady state training and support available from CGI's Solution Support Center (SSC).

6.19 Integration and Customization

8.19 (E) INTEGRATION AND CUSTOMIZATION

8.19.1 Describe how the Solutions you provide can be integrated to other complementary applications, and if you offer standard-based interface to enable additional integrations.

Pursuant to Utah Code Annotated, Subsections 63G-2-305(1) and (2), and in accordance with Section 63G-2-309, CGI asserts a claim of business confidentiality to protect the following information submitted as part of this solicitation. Pursuant to Section 3.13 of the RFP, information contained herein has been redacted and can be found in Section 7 or the Protected Business Confidential version of this document.

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8.19.2 Describe the ways to customize and personalize the Solutions you provide to meet the needs of specific Purchasing Entities.

CGI Advantage360 offers a range of configurations to allow the solution to be tailor-fit to the needs of a Participating Entity both at the user interface and the underlying application functionality level. From relocating, relabeling or removing fields from online screens and custom navigation panels and favorite lists; to specific business processes nuances around accounting treatment, HR policies, and procurement practices; CGI Advantage360 offers almost infinite possibilities for solution configuration.

Because CGI Advantage360 is a multi-tenant SaaS solution, leveraging a single-code base for all tenants; client specific code-customizations are not supported.

While code customizations are not supported, the solution does support client custom interfaces and reports.

6.20 Marketing Plan

8.20 (E) MARKETING PLAN

Describe your how you intend to market your Solutions to NASPO ValuePoint and Participating Entities.

CGI intends to work closely with NASPO ValuePoint in initial stages of the program to gain a better understanding of NASPO Participating Entity business needs, areas of concern and particular areas of interest in our offerings. Based on this understanding, CGI can better target its solution offerings to address NASPO member specific needs and marketing methods of specific NASPO members.

Because CGI is a global service provider, we have the capacity to market directly to NASPO ValuePoint on a national level, which may include participation in conferences and other NASPO events in which CGI can market its Cloud Solution offerings. Our global reach, with “local presence” allows us to also make personal marketing contact and build local relationships with many NASPO member buyers in their local areas. CGI account executives living in Participating Entity local markets allow CGI to more effectively understand local business needs, local issues and concerns and more specifically address these when marketing our CGI Advantage360 services to NASPO ValuePoint Participating Entities.

We anticipate working with NASPO ValuePoint to regularly communicate key marketing initiatives at both levels and learn from any feedback Participating Entities and NASPO can provide to market and provide our services in an efficient, collaborative environment.

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6.21 Related Value-Added Services to Cloud Solutions

8.21 (E) RELATED VALUE-ADDED SERVICES TO CLOUD SOLUTIONS

Describe the valued-added services that you can provide as part of an awarded contract, e.g. consulting services pre- and post- implementation. Offerors may detail professional services in the RFP limited to assisting offering activities with initial setup, training and access to the services.

Unlike other ERP solutions where the software vendor, integrator, and hosting vendor are often times all different; CGI provides the software, integration and implementation services, hosting, and ongoing steady-state support for the CGI Advantage360 ERP solution. CGI does not partner with third party system integrators to implement the CGI Advantaeg360 solution. Rather a Participating Entity will be engaged with experienced CGI Advantage ERP professionals who have delivered the solution dozens of times, all for state and local government clients.

Included in a CGI Advantage360 implementation are all services required to convert the Participating Entity's legacy ERP system to the CGI Advantage360 platform, project team training, change management, and post-implementation support during the first month.

Additionally, because CGI is one of the largest global IT services and business process outsourcing firms, CGI is able to provide a wealth of additional value-added services to improve operations and reduce cost throughout a Participating Entity's business processes. CGI offers services ranging from on-site business process consulting, operational analysis, report development, and system integration and interface development, or even new application development; as well as a dozens of other commercial-off-the-shelf (COTS) solutions to help governments improve the delivery of mission critical citizen-centric services.

6.22 Supporting Infrastructure

8.22 (E) SUPPORTING INFRASTRUCTURE

8.22.1 Describe what infrastructure is required by the Purchasing Entity to support your Solutions or deployment models.

Purchasing entities must provide compatible end-user workstations and a broadband connection to the public internet to access the CGI Advantage360 solution. No additional hardware or software infrastructure is required.

8.22.2 If required, who will be responsible for installation of new infrastructure and who will incur those costs?

Acquisition, installation and maintenance costs associated with all end-user hardware and broadband internet connections used to access the CGI Advantage360 solution are the sole responsibility of the Purchasing Entity.

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6.23 Alignment of Cloud Computing Reference Architecture

8.23 (E) ALIGNMENT OF CLOUD COMPUTING REFERENCE ARCHITECTURE

Clarify how your architecture compares to the NIST Cloud Computing Reference Architecture, in particular, to describe how they align with the three domains e.g. Infrastructure as a Service (IaaS), Software as a Service (SaaS), and Platform as a Service (PaaS).

Please see CGI's response to question 8.1.5 above (also included below) describing the CGI Advantage360 solution architecture as compared to the NIST definition of Software-as-a-Service (SaaS):

As defined in Attachment D, CGI Advantage360 meets the intent of a cloud computing delivery model, by providing the Advantage ERP solution as a subscription service on a multi-tenant hosted infrastructure. The solution stack leveraged by CGI to deliver the CGI Advantage360 application shares physical real estate, as well as hardware and software infrastructure through the application code layer of Advantage's "n-tier" architecture. This segments only the data layer of the solution, to a client or tenant specific data schema, allowing clients to benefit from economies of scale. While the CGI Advantage360 ERP subscription service can be rapidly provisioned in a relative sense, it does not allow for instantaneous self-service provisioning due to the inherit complexities associated with deploying a robust public sector ERP solution. It is vitally important for each Advanateg360 implementation to undergo the rigor and analysis with a Participating entity to appropriately size and scale the solution and the feature and functionality set to meet each entity's unique business requirements.

In accordance with the definition of Software-as-a-Service provided in Attachment D, the CGI Advantage360 ERP application is accessible to end-users via thin-client model leveraging modern web-browsers, and desktop thick clients are not required for conducting transactions within the ERP solutions. The solution is consistent with the definition of Community Cloud, in that it is provisioned for use by a specific community of consumers from organizations that have shared concerns. In the case of CGI Advantage360, our offering is specifically targeted toward state, local, and municipal governmental entities.

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6 Technical Response – IaaS Solution

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Introduction

How can agencies know they are selecting the right Cloud services provider? As government organizations increasingly turn to Cloud computing to reduce capital expenditures, increase efficiency and speed of new services, and support innovation and data center consolidation; they can rely on CGI, a proven Cloud services provider. We are the first large Cloud services provider to earn FedRAMP provisional authority to operate (P-ATO and DISA P-ATO) for our U.S. federal government infrastructure as a Service (IaaS) community Cloud. This assures agencies that we will provide them the latest security controls and continuous monitoring to help secure critical IT assets.

Our Government Cloud was built from the ground up to meet the enhanced security requirements of our federal agency customers under the guidance of NIST 800-53 and FedRAMP. We architected our Government Cloud using open standards to promote interoperability with reusable services for increased savings to agencies.

As an IT consulting firm supporting federal, state and local agencies for 38 years. We provide value-added services such as application portfolio Cloud readiness assessment, transition management, and security services.

The Government Cloud solution features:

- High-touch, customer-centric service model with global presence
- Business-centric analysis and transition planning
- Automated Cloud service management via secure portal
- IT professional services available that meet business and mission needs
- Continental United States (CONUS) data centers staffed by U.S. citizens
- Flexible, secure Cloud infrastructure designed and built for government

As Participating Entities' IT departments look to move towards a Hybrid multi-cloud adoption model, it becomes increasingly important that the adoption and operations of these disparate cloud services are managed in a centralized, secured and compliant manner. The Unify360 platform is complementary to our Government Cloud offering as it provides Participating Entities with a "single pane of glass" that enables the consistent management of market leading commercial Cloud Service Providers such as Amazon Web Services and Microsoft Azure, as well as existing cloud and virtualization technologies such as VMware and Hyper-V. CGI is committed to adding additional support for Cloud Services Providers (including the CGI's Government Cloud) to the Unify360 platform to enable the "best fit" cloud solution for customers' specific business needs.

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Solution Overview

Pursuant to Utah Code Annotated, Subsections 63G-2-305(1) and (2), and in accordance with Section 63G-2-309, CGI asserts a claim of business confidentiality to protect the following information submitted as part of this solicitation. Pursuant to Section 3.13 of the RFP, information contained herein has been redacted and can be found in Section 7 or the Protected Business Confidential version of this document.

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Appendix C
Robert Stein
Director, Consulting

Experience the commitment®

BACKGROUND

With more than 20 years in the information technology industry, Mr. Stein has a wide range of experience providing project and account management experience and is seasoned in managing complex relationships. In today's integrated technology environment it is necessary to provide solutions that meet the needs of the client including SaaS and PaaS offerings. Cloud governance is essential for enterprises to maintain control over increasingly complex and integrated systems, services and human resources environments.

Mr. Stein has been managing State of Colorado contract, and writing amendments to those contracts, as well as managing the third party contracts for State of Colorado.

CGI EXPERIENCE

US West Centers of Excellence, – 10/14 - present

As Director of the Centers of Excellence, Mr. Stein established a service organization that provides services to public and private sector clients across the United States. Our expertise lies in Cyber Security services, training, application security, project management, and cloud services. Additionally, his team assesses third party cloud hosting vendors for compliance to NIST 800-53 rev4 controls as well as MARS-E 2.0.

Mr. Stein's private sector clients include Cigna Insurance, Volkswagen Credit, Knowledge Universe, Xerox and the Colorado Health Benefit Exchange. Public Sector clients include the Kentucky Coop, State of Colorado, Maricopa County, Ventura County, County of Los Angeles, and State of Alaska.

Finance System Implementation, State of Colorado – 9/12 – 10/14

This two year implementation replaced a 20 year old finance system with CGI's Advantage Finance system. As Project Manager, my team accomplished an on-time, on budget, implementation of the finance system, vendor management, performance budgeting system, and in the process, developed a custom labor data management system. Accomplished in a mere 22 months, the State successfully went live on the first day of their new fiscal year in 2014.

OTHER EXPERIENCE

Mr. Stein's significant Project Management and System Implementation expertise spans 15 years and includes both public and private sector work. His industry experience includes Health Care in addition to Finance.

Mr. Stein's experience as a Data Architect, and developer affords him the opportunity create understanding across organizations with varying levels of technological expertise.

As a Business Relationship Manager on a Medicaid Management System implementation, Mr. Stein was able to guide multiple business entities to a common, mutually beneficial service platform within the State of South Dakota, arriving at common processes and procedures.

EDUCATION

AS: Boise State University, Business Administration/Marketing
Continuing Ed: Boise, State University, Computer Information Systems

EXPERIENCE SNAPSHOT

INDUSTRY EXPERTISE

- Cloud Services Provider
- ERP Implementation
- ERP Integrations
- Cybersecurity
- Training
- Application Security
- CGI Advantage
- Oracle R12
- JD Edwards
- PeopleSoft
- Medicaid Management Systems
- Eligibility Systems

TECHNICAL SPECIALIZATIONS

- Data Architect
- Report Development
- SQL
- Cyber Security Governance, Policy and Procedure

CGI ADVANTAGE360® SOFTWARE AS A SERVICE TERMS AND CONDITIONS

These CGI Advantage Software As A Service Terms and Conditions ("Agreement") are the general terms and conditions under which CGI will provide to Participating Entity ("Client") CGI's proprietary CGI Advantage® solution in a Software as a Service model, as well as related implementation, support and other consulting services pursuant to the ValuePoint Master Agreement ("Master Agreement"). By entering into a Participating Addendum under the Master Agreement, Client agrees to be bound by this Agreement.

1. DEFINITIONS

Capitalized terms used in the Contract Documents will have the meanings given below or in the context in which the term is used, as the case may be.

A. "Affiliate" of a party means any person or entity that directly or indirectly controls, is controlled by or is under common control with, the party. As used in this definition, "control" means actual or equitable ownership of a majority of the voting securities of an entity (or other securities, partnership interests or means of electing or directing the management of the entity).

B. "Authorized Users" means the Client employees authorized by CGI to use the CGI System in accordance with this Agreement.

C. "CGI Data Center(s)" means the secure facilities that host the CGI System applications, infrastructure and Content. The primary CGI Data Center is used for normal operations of the CGI System. The secondary CGI Data Center is used as an alternate processing location for Disaster Recovery. The CGI Data Centers are located in the United States.

D. "CGI Materials" means, individually or collectively, all components of the CGI System, and all intellectual property rights in and to the CGI System, and to all other proprietary rights, materials, work products or assets that are employed or developed in providing the Services, including but not limited to any successors, updates, extensions, derivatives, translations, modifications, or Enhancements of any of the foregoing, and any ideas, Enhancement requests, feedback, recommendations or other information provided by the Client or any other party related to the CGI System.

E. "CGI System" means, individually or collectively, all of the components of the infrastructure and computing environment used by CGI to provide the Services, whether owned by CGI or its suppliers, including the Managed Application(s), CGI or third party facilities, hardware, operating systems, networking equipment, software applications and associated databases, tables, data and documentation and training materials.

F. "Change Order" means a written amendment to a Statement of Work that is prepared and signed by authorized representatives of both parties.

G. "Commercially Reasonable Efforts" means taking such steps and performing in such a manner as a well-managed company would undertake where such company was acting in a determined, prudent, and reasonable manner to achieve the particular result provided always that such steps are within the reasonable control of the party required to exert such efforts and the expense of such efforts is commensurate with the impact the problem will have on the party incurring the expense.

H. "Confidential Information" has the meaning set forth in the Master Agreement.

I. "Content" means any information, data, and any other materials input by Client, Authorized Users, and/or by CGI or as applicable CGI subcontractors or suppliers on the Client's behalf onto the CGI System. Content does not include components of the CGI System.

J. "Contract Documents" mean this Agreement (including its attached Exhibits) and Statements of Work(s) issued under this Agreement, as well as any amendments and Change Orders.

K. "Disaster Recovery" means the activities related to providing continuation of the Subscription Services after an unexpected event that CGI, in consultation with the Client, reasonably believes will result in prolonged downtime of the CGI System sufficient to warrant the lead time and effort by the parties to both migrate from the primary CGI Data Center to an alternate processing location, the secondary CGI Data Center, as well as back to the primary CGI Data Center or replacement primary processing site at the conclusion of the event. Disaster Recovery and backup obligations will be defined by the terms of the Service Level Agreement.

L. "Documentation" means Managed Application user guides and specifications, which are available for download on the CGI website, which may be updated by CGI from time to time.

M. "Enhancements" means all improvements, updates, enhancements, error corrections, bug fixes, release notes, upgrades and changes to the CGI System, as developed by CGI and made generally available for production use without a separate charge to customers.

N. "Exfiltration" has the meaning set forth in the Master Agreement

O. "Exposure" has the meaning set forth in the Master Agreement.

P. "Malicious Code" has the meaning set forth in the Master Agreement.

Q. "Managed Application(s)" means the CGI Advantage® ERP components listed in the Statement of Work that will be provided as Subscription Services to the Client.

R. "Personal Health Information" has the meaning set forth in the Master Agreement.

S. "Personally Identifiable Information" has the meaning set forth in the Master Agreement.

T. "Point of Demarcation" means the point(s) at the CGI Data Center(s) in which the CGI System is operating where all related infrastructure is solely under CGI's purview and management.

U. "Reimbursable Expenses" means incidental expenses incurred by CGI in support of a Statement of Work, as more fully defined in Section 4.C and the applicable Statement of Work.

V. "SaaS" means Software as a Service.

W. "Security Incident" has the meaning set forth in the Master Agreement.

X. "Service Level" means a target for a specific Service Metric against which CGI's performance is to be measured and reported. "Service Levels" are the collective set of Service Levels across the respective Service Metric as more fully defined in the Service Level Agreement set forth in Schedule 1 of this Agreement.

Y. "Service Level Agreement" or "SLA" means the levels of service provided by CGI for the CGI System as set forth in Schedule 1 of this Agreement.

Z. "Service Metrics" are the specific units of measure for which Service Levels are established.

AA. "Services" means individually or collectively, implementation, support, Subscription Services, and other related services to be provided by CGI as described in one or more Statements of Work.

BB. "Statement of Work" means a document issued pursuant to this Agreement that is prepared and signed by authorized representatives of both parties describing the Services that CGI agrees to perform for Client and providing specific terms and conditions governing such Services.

CC. "Subscription Fees" means the fees paid for the Subscription Services, as set forth in the Statement of Work.

DD. "Subscription Services" means the Services provided by CGI to host and operate for use the CGI System under the SaaS model; as such Subscription Services are more fully described in this Agreement and a Statement of Work.

EE. "Subscription Term" means the period of performance of Subscription Services as set forth in a Statement of Work.

FF. "Withheld," whether or not capitalized, means withheld, conditioned or delayed.

2. SCOPE

A. **Services.** This Agreement provides the general terms and conditions on which CGI will provide Services to Client.

B. **Authorization to Perform Services.** Each instance in which CGI will perform Services for Client will be authorized by execution of a Statement of Work. Each such Statement of Work will constitute a separate contract between the signing parties incorporating the terms and conditions of this Agreement by reference. Each Statement of Work will describe the Services to be provided under it with specificity. It will also identify the "Statement of Work Manager" for each party who will serve as that party's principal point of contact with the other party for all matters pertaining to that Statement of Work. Each party may change its Statement of Work Manager from time to time upon written notice to the other. A Statement of Work may amend the terms and conditions of this Agreement as they apply to that particular Statement of Work, but only if the Statement of Work expressly identifies the section(s) of this Agreement that are being amended.

3. CLIENT'S USE OF THE SERVICE

A. **General.** CGI will provide the Services described in each Statement of Work issued under this Agreement in accordance with the provisions of such Statement of Work. Unless and except to the extent the applicable Statement of Work expressly provides otherwise, Client will use the Services only for Client's internal business purposes, not for resale or otherwise for the benefit of third parties.

B. **Use of Third Party Suppliers.** Client acknowledges that CGI may obtain products and services used in providing the Services from, and otherwise delegate obligations hereunder to, its Affiliates or other third party subcontractors and suppliers, which in turn may obtain products and services from, or otherwise delegate obligations hereunder to their Affiliates, subcontractors, or suppliers. Unless specifically indicated otherwise, CGI will nevertheless be responsible to Client for performance of the Services based on the use of such Affiliates or third party suppliers.

C. **Right to Make Changes to the CGI System.** CGI may make any changes in the CGI System used in performing the Services that CGI determines in its sole discretion to be necessary or appropriate, including but not limited to changes in facilities, computer hardware, systems and/or applications software, programming languages, data communications, location of systems and service equipment, and associated contractual terms and conditions. In the event that a change to the CGI System requires a change to the terms and conditions of this Agreement, CGI will be entitled to a unilateral amendment effectuating such changes upon advance written notice to Client. CGI will provide prior notice (or, in the event of an emergency, prompt notice after the occurrence of such emergency) if CGI believes such changes have a reasonable likelihood of adversely affecting Client's use of the CGI System.

D. **Changes to Statements of Work.** Either party may propose changes to the Services or a Statement of Work. Requests for changes will be submitted to the other party in writing for consideration of feasibility and the likely effect on the cost and performance of the Services. Proposed changes will not become effective unless set out in a written Change Order executed by both parties. The parties will mutually agree upon any proposed changes, including resulting equitable adjustments to costs and schedules for the performance of the Services. If action or inaction by Client, or its suppliers' failure to perform their responsibilities in a timely manner, prevents CGI from or delays CGI in performing the Services, CGI will be entitled to an equitable adjustment in the schedule for performance and the compensation otherwise payable to it under the applicable Statement(s) of Work. In such event, the parties will mutually agree upon a Change Order documenting the adjustments.

4. COMPENSATION

A. **Services Fees.** Each Statement of Work will state the prices and method of invoicing for the Services to be provided under it.

B. **Invoices.** Client will be billed annually in advance of the provision of Services for recurring charges such as Subscription Fees. For one-time consulting or implementation Services charges, CGI will submit invoices to Client for Services and any applicable Reimbursable Expenses monthly or as otherwise provided in a payment schedule under the applicable Statement of Work. Invoices for any other amounts due hereunder will be submitted to Client as the amounts come due. CGI will submit invoices to the address specified in the Statement of Work or, if no address is specified, to Client's Statement of Work Manager. Each invoice will identify the Statement of Work to which it relates. For any Services performed on a time and materials basis, the invoice will also state the total

number of hours worked during the billing period, broken down by billable labor category.

C. **Reimbursable Expenses.** "Reimbursable Expenses" mean incidental expenses reasonably incurred by CGI in performing its obligations under the Contract Documents, including but not limited to courier, document duplication, postage, long-distance telephone charges, travel and living expenses, and charges for any non-routine supplies and equipment called for in the Statement of Work or approved by Client. Occupancy, utilities, cost of non special supplies and the like are not considered Reimbursable Expenses.

D. **Taxes.** Unless Client is a tax exempt entity, as evidenced by a tax exemption certificate, or other documentation, Client agrees to pay directly or reimburse CGI for any taxes and other governmental charges or assessments arising out of the Contract Documents or CGI's performance under the Contract Documents, excluding taxes on CGI's net income and all employer reporting and payment obligations with respect to its personnel.

E. **Payment Terms.** All fees and expenses are to be paid to CGI in United States Dollars, by electronic funds transfer to an account designated by CGI or by check sent to CGI Technologies and Solutions Inc. c/o Bank of America, 12907 Collections Center Drive, Chicago, IL 60693. Client should direct any questions regarding wire transfer transactions to CGI Treasury Operations at 703-267-5400. CGI's invoices are due and payable in full within thirty (30) days from the date of the invoice. If Client fails to pay any invoiced amount that is not the subject of a good faith dispute when due, CGI may charge interest on the overdue amount as provided in the Master Agreement.

F. **Disputed Charges.** Client may withhold payment of amounts it does not agree in good faith are due CGI provided that (i) Client notifies CGI in writing what amounts it disputes and the reasons for doing so (which notice must be received by CGI prior to the payment due date for those amounts), (ii) Client timely pays all other amounts specified on the invoice, (iii) Client works in good faith with CGI to resolve the dispute in a prompt and mutually acceptable manner, and (iv) Client pays any amounts ultimately determined to be due CGI within five (5) days after the dispute is resolved. If a disputed amount is not resolved within thirty (30) days after the original payment due date, the parties will resolve such dispute as provided in Section 13. Client's right to dispute invoices will be waived unless the invoiced amounts are either paid or disputed in writing as provided in this Section.

5. ACCESS AND PROPRIETARY RIGHTS

A. **Access.** Subject to Client having met its payment obligations with respect to the applicable Services, CGI hereby grants to Client a limited, non-exclusive, non-transferable right to access and use the CGI System for its own internal business purposes during the Subscription Term in accordance with the terms of this Agreement and the applicable Statement of Work.

B. **Ownership.**

(1) CGI (or its licensors or suppliers, as the case may be) will retain ownership of the CGI Materials and the CGI System..

(2) As between CGI and Client, Client will retain ownership of the Content

C. **Copying.** Client will not copy or use any CGI Materials in any way that is not authorized by the Contract Documents. Any permitted copies of the CGI Materials (including derivative works to the extent they incorporate or are based on any CGI Materials) made by or for Client are and will remain the property of CGI (or its licensors). Client will reproduce and include on any permitted copies of the CGI Materials all copyright or other proprietary rights notices or legends that appear on or are otherwise included in the CGI Materials.

D. **Grant of Limited License to CGI.** Client hereby grants to CGI and as applicable to CGI's Affiliates, subcontractors, and suppliers during the term of the applicable Statement of Work a nonexclusive, nontransferable, limited right and license to access, display, reproduce, process and otherwise use the Content, in compliance with the Contract Documents and for the sole purpose of performing the Services for Client

E. **Reservation of Rights**. CGI and as applicable its Affiliates, subcontractors, and suppliers will not be prevented from using in their business(es) any general ideas, concepts, expressions, know-how, skills and experience possessed by it prior to, or developed or learned by it in the course of, performing the Services.

6. CERTAIN CLIENT RESPONSIBILITIES

A. **Client Responsibilities.** Client will be responsible for the timely performance of its responsibilities as set forth in a Statement of Work issued under this Agreement.

B. **Client Data and Information.** Whenever CGI's performance of the Services is dependent upon Client's furnishing CGI with Client interfaces, connectivity, data, documents, information, materials or approvals, Client will furnish such items in a timely fashion in a reasonable format specified by CGI, or such other format as mutually agreed by the parties in writing. Client is responsible for ensuring that all physical media that Client furnishes to CGI for processing meet the specifications of the manufacturer of the equipment with which such media are to operate and any other specifications that CGI may reasonably establish. Client will have sole responsibility for the adequacy, quality, legality and accuracy of all data and information that Client furnishes to CGI and the results obtained therefrom.

C. **Use of CGI System.** The Client's right of use of the CGI System under this Agreement will comply with the Client warranties specified in Section 8 and is subject to the following restrictions: Client will not (i) use the CGI System or the Services –

a. in a way prohibited by law, regulation, governmental order or decree;

b. to violate the rights of others;

c. to try to gain unauthorized access to or disrupt any service, device, data, account or network;

d. to spam or distribute malware;

e. in a way that could harm the Online Service or impair anyone else's use of it; or

f. in any application or situation where failure of the CGI System or the Services could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage;

(ii) license, sublicense, sell, resell, transfer, assign, distribute the CGI System or otherwise make available the CGI System to any third party; (iii) modify or make

derivative works based on the CGI System, or use the CGI System for commercial time-sharing, rental, outsource or service bureau use; (iv) commercially exploit the CGI System in any way; (v) in connection with this Service, send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including but not limited to material that violates privacy rights; (vi) send or store Malicious Code in connection with the CGI System; (vii) interfere with or disrupt performance of the CGI System or the data contained therein; (viii) attempt to gain access to the CGI System or its related systems or networks in a manner not set forth in the Documentation; (ix) access all or any part of the CGI System in order to build a product or service which competes with the CGI System; (x) copy any features, functions, integrations, interfaces or graphics of the CGI System; or (xi) reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code contained within the CGI System. This Agreement and its attachments and exhibits do not transfer any right of ownership in or related to the Subscription Services, or CGI System. Violation of the terms in this section may result in suspension of Services and Client access to the CGI System. CGI will suspend the Services and/or Client access to the CGI System only to the extent reasonably necessary. Unless CGI believes an immediate suspension is required, CGI will provide reasonable notice before suspending the Services and/or Client access to the CGI System.

D. **Connectivity and Access to CGI System.** Client is required to maintain an adequate connection to the CGI System. Client's failure to maintain adequate connectivity to the CGI System will impact user experience and is not CGI's responsibility under this Agreement. Client will ensure that its network and systems comply with the specifications provided by CGI from time to time; and will be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to CGI Data Center(s), and for all problems, conditions, delays, delivery failures and all costs, losses, or damage arising from or relating to the Client's network connections or telecommunications links or caused by the internet.

E. **Internet.** Client, inclusive of its Authorized Users, acknowledges that there are risks inherent in Internet connectivity, and that CGI has no control over the privacy or integrity of any information when the same is outside of the Internet-facing firewalls of the CGI Data Center. Client is responsible for the availability of Client's network and dependent services (e.g. power) used for accessing the CGI System. CGI is not responsible or liable for Client's use of the CGI System, including without limitation transmission or receipt by Authorized Users of Confidential Information of any type, outside of the Point of Demarcation; any such use will be at Client's sole risk; CGI and its employees, associates and Affiliates willhave nor responsibility or liability in connection with such use including for any Client disclosure of Confidential Information.]

7. NONDISCLOSURE

A. **Confidential Information.**

(1) **Standard of Care.** Confidential Information will remain the property of the furnishing party, and the receiving party will not be deemed by virtue of the Contract Documents or any access to the furnishing party's Confidential Information to have acquired any right, title or interest in or to the Confidential Information. The receiving party agrees: (i) to afford the furnishing party's Confidential Information at least the same level of protection against unauthorized disclosure or use as the receiving party normally uses to protect its own information of a similar character, but in no event less than reasonable care; (ii) to limit disclosure of the furnishing party's Confidential Information to personnel having a need to know the information for the purposes of the Contract Documents; (iii) not to disclose any such Confidential Information to any third party; (iv) to use the furnishing party's Confidential Information solely and exclusively in accordance with the terms of the Contract Documents in order to carry out its obligations and exercise its rights under the Contract Documents; (v) not to sell, rent, lease, transfer, encumber, pledge, reproduce, transmit, modify, reverse engineer, compile, disassemble or otherwise use any Confidential Information of the disclosing party, in whole or in part, and (vi) to notify the furnishing party promptly of any unauthorized use or disclosure of the furnishing party's Confidential Information and cooperate with and assist the furnishing party in every reasonable way to stop or minimize such unauthorized use or disclosure.

(2) **Compelled Disclosure.** If the receiving party receives a subpoena or other valid administrative or judicial notice requesting the disclosure of the furnishing party's Confidential Information, the receiving party will promptly notify the furnishing party. If requested, the receiving party will provide reasonable cooperation to the furnishing party in resisting or limiting the disclosure at the furnishing party's expense. Subject to its obligations stated in the preceding sentence, the receiving party may comply with any binding subpoena or other process to the extent required by law, but will in doing so make every effort to secure confidential treatment of any materials disclosed.

(3) **Return or Destruction.** Upon termination or expiration of this Agreement, the receiving party, at the furnishing party's option, will return or certify as destroyed all Confidential Information of the furnishing party that the receiving party does not possess under a valid license; provided that CGI may retain one (1) copy of all of its work products (including working papers) produced under the Contract Documents for archival purposes.

(4) **Relief.** Each party agrees that if a court of competent jurisdiction determines that the receiving party has breached, or attempted or threatened to breach, any of its confidentiality obligations to the furnishing party or the furnishing party's proprietary rights, money damages will not provide an adequate remedy. Accordingly, the furnishing party will be entitled to seek appropriate injunctive relief and other measures restraining further attempted or threatened breaches of such obligations.

B. Content.

(1) **Commitment to Content Security.** CGI is committed to helping protect the security of the Content. CGI has implemented and will maintain and follow appropriate technical and organizational measures intended to protect the Content against accidental, unauthorized or unlawful access, disclosure, alteration, loss, or destruction.

(2) **Accessing/Processing Content.** Personnel, Affiliates, subcontractors, and suppliers of CGI will not access or process Content (i) except as authorized by this Agreement and the applicable Statement of Work; and (ii) unless and until they are obligated by written agreements no less stringent than this agreement to maintain the security and secrecy of the Content during and after the term of the applicable Statement of Work.

(3) **Disclosure of Content.** CGI will not disclose Content outside of CGI or its Affiliates, subcontractors and suppliers except (i) as Client directs, (ii) as expressly permitted in this Agreement or the applicable Statement of Work, or (iii) as required by law. CGI will not disclose, or authorize its Affiliates, subcontractors or suppliers to disclose, Content to law enforcement unless required by law. If law enforcement contacts CGI, its Affiliates, subcontractors or suppliers, with a demand for Customer Data, CGI will attempt, or as applicable direct its Affiliate, subcontractor or supplier to attempt, to redirect the law enforcement agency to request that data directly from Client. If compelled to disclose Customer Data to law enforcement, CGI will promptly notify, or as applicable direct its Affiliate, subcontractor, or supplier to notify, Customer and provide a copy of the demand unless legally prohibited from doing so. Upon receipt of any other third party request for Customer Data, CGI will promptly notify, or as applicable direct its Affiliate, subcontractor, or supplier to notify, Customer unless prohibited by law. CGI will reject, or as applicable direct its Affiliate, subcontractor, or supplier to reject, the request unless required by law to comply. If the request is valid, CGI will attempt, or as applicable, direct its Affiliate, subcontractor, or supplier to attempt, to redirect the third party to request the data directly from Customer. CGI will not provide, or as applicable will direct its Affiliate, subcontractor, or supplier, not to provide, any third party: (a) direct, indirect, blanket or unfettered access to Content; (b) platform encryption keys used to secure Content or the ability to break such encryption; or (c) access to Content if CGI is aware that the data is to be used for purposes other than those stated in the third party's request. In support of the above, CGI may provide Customer's basic contact information to the third party.

(4) Security Incident Notification. If CGI becomes aware a Security Incident, CGI will promptly (1) notify Client of the Security Incident; (2) investigate the Security Incident and provide Client with detailed information about the Security Incident; and (3) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident. Notification(s) of Security Incidents will be delivered to one or more of Client's administrators by any means CGI selects, including via email. It is Client's sole responsibility to provide CGI with up-to-date contact information for notification purposes. CGI's fulfillment of its obligation to report or respond to a Security Incident under this section is not an acknowledgement by CGI of any fault or liability with respect to the Security Incident. Client must notify CGI promptly about any possible misuse of its accounts or authentication credentials or any security incident related to the Services**.**

(5) CGI-Prescribed Client Content Security Measures. As part of CGI's security measures, CGI may assign to Client one or more user or identification codes and associated passwords that will enable Client and its Authorized Users to access the CGI System. Client agrees to maintain the security of its user or identification codes and associated passwords and agrees to be responsible for their proper use by its Authorized Users. Client will ensure that each Authorized User will keep a secure password for his use of the CGI System, which will be kept strictly confidential by the applicable Authorized User. Client agrees to comply, and to ensure that its Authorized Users comply, with additional rules of operation and security procedures established by CGI for access to and use of the CGI System. Client agrees that neither it nor its Authorized Users or other employees or agents will attempt to gain or allow access to any data, files or programs of CGI to which they are not entitled under the Contract Documents, and that if such access is obtained Client will immediately report such access to CGI, cease all unauthorized access, return all CGI, third party, or CGI customer information obtained as a result of such unauthorized access, and safeguard any CGI, third party, or CGI customer information obtained as a result of unauthorized access to CGI Confidential Information. Client will be responsible for the actions of its Authorized Users and other employees and agents in connection with their access to and use or misuse of the CGI System. Provisioning, management, and operation of any workstations or other Client-site equipment are the responsibility of the Client.

(6) Security. In case of any security breach or hazard, CGI will have the right in its sole reasonable discretion to suspend any Services if deemed necessary to prevent any harm to Client, CGI or its customers and their respective businesses. CGI will promptly provide notice to Client of any such suspension.

8. LIMITED WARRANTIES AND REMEDIES FOR BREACH OF WARRANTY

A. <u>Authority Warranty</u>.

Each party warrants that it has the authority to enter into this Agreement

B. <u>CGI Warranties</u>.

(1) **CGI Warranty at to Compliance with Laws.** CGI will comply with all laws and regulations applicable to its provision of the Services, including security breach notification law. However, except as otherwise mutually agreed in the applicable Statement of Work, CGI is not responsible for compliance with any laws or regulations applicable to Client that are not generally applicable to information technology service providers.

(2) **CGI Advantage360 Solution Warranty**. CGI warrants that during the Subscription Term (i) the CGI System will perform substantially in accordance with the Documentation, and (ii) Advantage360 core application functionality will not be materially decreased. As Client's exclusive remedy and CGI's sole liability for breach of the warranty set forth in this Section 8.B, CGI will correct the non-conforming item at no additional charge to the Client. To receive warranty remedies, Client must promptly report

deficiencies in writing to CGI, but no later than thirty (30) days of the first date the deficiency is identified by Client.

(3) **CGI Services Warranty.** CGI warrants, for a period of thirty (30) days after performance of Services provided on a non-recurring basis, that such Services will be performed in a workmanlike manner consistent with industry standards reasonably applicable to the performance of such Services. If Client believes there has been a breach of this warranty, Client must notify CGI in writing within the warranty period stating in reasonable detail the nature of the alleged breach. If there has been a breach of this warranty, then CGI will correct or re-perform, at no additional charge, any affected Services to cause them to comply with this warranty.

(4) **CGI Service Level Warranty.** CGI warrants during the applicable Subscription Term that the Subscription Services will be performed in a manner that meets or exceeds the applicable Service Levels set forth in the Service Level Agreement. If CGI fails to meet the defined Service Levels, CGI's sole obligation and Client's exclusive remedy will be as set forth in the Service Level Agreement.

C. Exclusions. CGI is not responsible for any claimed breaches of the foregoing warranties caused by: (i) modifications made to the Services by anyone other than CGI and its subcontractors working at CGI's direction; (ii) the combination, operation or use of the item with other items CGI did not supply; (iii) Client's failure to use any new or corrected versions of the item made available by CGI; (iv) Client's misuse of the Service; (v) CGI's adherence to Client's specifications or instructions; (vi) delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Client acknowledges that the CGI System may be subject to limitations, delays and other problems inherent in the use of such communications facilities; (v) any excused failure described in Section 14.C; or (vi) any third party or sole source components of the CGI System.

D. Client Warranties.

(1) **Client Content Warranty.** Client warrants that (i) the Content does not and will not (a) contain Personal Identifiable Information or Personal Health Information except as expressly mutually agreed in the applicable Statement of Work; (b) contain unlawful, discriminatory, libelous, harmful, obscene or otherwise objectionable material of any kind; (c) violate any right of privacy or publicity; or (d) encourage conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international laws, codes, ordinances or regulations.

(2) **Client Specifications Warranty.** Client warrants that any Client-provided specifications or requirements around which Services are configured will be in compliance with applicable federal, state and local laws and regulations.

(3) **Client Materials Warranty.** Client warrants that throughout the term, it will and continue to have the legal right and authority to use and authorize CGI to use all Client materials, acquired all necessary licenses and consents from third party vendors for those Client-provided items required for CGI to perform Services hereunder, and such use will not cause a breach of any third party agreement, violate any third party intellectual property right or applicable law or regulation, or unreasonably interfere with other CGI customer's use of CGI services.

(4) **Client Use of Services Warranty.** Client warrants the Client's use of the CGI System pursuant to the Contract Documents will (i) be for proper business purposes; (ii) not encourage conduct that could constitute a criminal offense; (iii) not result in propagation of Malicious Code, computer worms, disabling codes or viruses or use the CGI System to make unauthorized entry into any other computer or machine; and (iv) be in compliance with applicable federal, state and local laws and regulations and communications common carrier tariffs.

E. Warranty Disclaimers.

CGI DOES IS NOT RESPONSIBLE FOR THE ACCURACY OF ANY ADVICE, REPORT, DATA OR OTHER PRODUCT DELIVERED TO CLIENT THAT IS PRODUCED WITH OR FROM DATA OR SOFTWARE PROVIDED BY CLIENT.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INTEGRATION, PERFORMANCE AND ACCURACY AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. CGI DOES NOT WARRANT THAT THE SERVICES OR ACCESS TO THE CGI SYSTEM WILL BE UNINTERRUPTED OR THAT THE RESULTS OF THE SERVICES WILL BE ERROR-FREE.

9. INDEMNIFICATION

A. Client Business Risks. Each of the parties acknowledges and agrees that by entering into and performing its obligations under the Contract Documents, CGI will not assume and should not be exposed to the business and operational risks associated with Client's operations.

B. Indemnification Procedures. CGI's indemnification obligations specified in this Agreement are conditioned upon the Client promptly notifying CGI in writing of the claim or action, providing CGI a copy of all materials in the Client's possession or control pertaining to the claim or action, cooperating with CGI in defending or settling the claim or action, and allowing CGI to control the defense and settlement of the claim or action, including the selection of attorneys. The Client may observe the proceeding and confer with CGI at its own expense.

10. TERM AND TERMINATION

A. Term. This Agreement will commence on the Effective Date and will continue until the expiration or termination of all Statements of Work issued under this Agreement.

B. Termination of a Statement of Work for Convenience. The Client will have the right to terminate any Statement of Work for convenience with ninety (90) calendar days prior written notice. Notwithstanding the preceding, the Client may only terminate Subscription Services for convenience with ninety (90) calendar days written notice to CGI provided Client has paid in full the Subscription Fees for the then current annual Subscription Period, otherwise, Client may only elect to not renew Subscription Services with no less than ninety (90) calendar days written notice

prior to the expiration of the then current term. Any election to not renew does not relieve Client of its obligations to pay Subscription Fees, or other amounts, past due.

C. **Termination of a Statement of Work for Cause**. If a party believes that the other party has materially failed to perform a fundamental obligation under a Statement of Work (a "Breach"), then that party may provide written notice directed to the breaching party's Statement of Work Manager describing the alleged Breach in reasonable detail and containing a reference to this Section 10.C. If the breaching party does not, within thirty (30) calendar days after receiving notice of the Breach, either (i) cure the Breach or (ii) if the Breach is not one that can reasonably be cured within thirty (30) calendar days, develop a plan to cure the Breach and diligently proceed according to the plan until the Breach has been cured, then the non-breaching party may terminate the affected Statement of Work for cause by providing separate written notice of termination to the breaching party. Prior to termination of a Statement of Work for cause, the party receiving the initial notice under this paragraph will be afforded an opportunity to meet with a senior management representative of the non-breaching party to explain its position. If the Client's election to terminate this Agreement for default under this Section 10.C is determined by a court of competent jurisdiction to have been wrongful, then the termination will automatically be considered a termination for convenience.

D. **Termination.** Except to the extent Client has separately licensed the Managed Application(s), upon expiration or termination of this Agreement for any reason: (i) all right of access granted under this Agreement will immediately terminate, (ii) each party will return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party, (iii) CGI may destroy or otherwise dispose of any of the Content in its possession unless CGI receives, no later than ninety (90) days after the effective date of the termination of this Agreement, a written request for the delivery to the Client a copy of the electronic backup of the then most recent back-up of the Content in CGI System format. CGI will use reasonable commercial endeavors to deliver the back-up to the Client within thirty (30) days of its receipt of such a written request, provided that the Client has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). Any conversion to an alternative format will be done at then current rates, as mutually agreed. Upon expiration or termination, the Client will return to CGI any CGI Materials in the Client's possession or control and cease all access to the CGI System. CGI will return to the Client any Content in CGI's possession. The Client will pay all reasonable expenses incurred by CGI in returning or disposing of Content.

E. **Transition Services.** In connection with termination or expiration of any Statement of Work, Client may request CGI assistance in migrating Client's processing being performed by CGI under that Statement of Work to the control of Client or an alternate vendor designated by Client. Provided Client is current in its payment to CGI under the Contract Documents, CGI will perform reasonable transition services under a separate Statement of Work for a period of up to six (6) months on a time and materials basis at CGI's then current professional services rates. During the transition period, CGI will provide Client a copy of Client's data in an agreed format, as required for the transition. CGI may provide additional transition services as mutually agreed between the parties. At the end of the transition period, Client will return to CGI any CGI Materials in Client's possession or control and cease all access to the CGI System.

F. **Payment upon Termination.** Client is responsible for paying CGI all amounts owed under a terminated Statement of Work for (i) Services properly performed prior to the effective date of termination (ii) CGI's transition services and any Services CGI continues to provide at Client's request during the transition period, and (iii) early termination fees to the extent applicable and provided in a Statement of Work. Subscription Fees are non-refundable except to the extent termination is for CGI's uncured breach, in which case Client will receive a refund of any pre-paid Subscription Fees pro-rated based on the remainder of the current annual Subscription Term for which Subscription Services will not be performed.

G. **Survival.** Any provision of the Contract Documents that imposes or contemplates continuing obligations on a party will survive the expiration or termination of the Contract Document in which it is contained. The termination of any particular Statement of Work will not affect the parties' respective rights, duties and obligations under any other Statement of Work then in effect.

11. LIMITATION OF LIABILITY AND REMEDIES – See Section 13B of the Master Agreement.

12. RECORDS AND AUDIT

A. **Records.** Client and CGI each agree to keep clear and accurate records relating to their activities under the Contract Documents for at least the immediately preceding two (2) years from any point in time during the term of this Agreement.

B. **Client-required Audits Related to CGI Subscription Services.**

CGI support for client-required audits of subscription services pursuant to this Section 12.B will be provided during normal support hours as specified in Schedule 1, Section 2.B(20), and will not exceed eight (8) hours in a thirty (30) day period unless otherwise mutually agreed.

(1) Audit Regarding Invoiced Amounts and Service Levels. Upon thirty (30) days prior written request, Client will be allowed to conduct an audit reasonably necessary to verify: (i) amounts invoiced to Client for the Subscription Services, and (ii) CGI's reports on Service Levels. CGI will provide reasonable access to relevant CGI personnel, books and records necessary to conduct the foregoing audit, to (i) Client's internal auditor, and (ii) a nationally recognized audit firm appointed by Client. Such audits will be conducted at Client's expense and may be conducted periodically during the term of this Agreement, but not more than once per contract year, except for more frequent audits reasonably necessary to confirm that deficiencies identified in the preceding audit have been effectively addressed. Such additional audits will be subject to terms and conditions to be agreed upon by the parties.

(2) Audits Concerning Internal Controls. Each year, at its cost and expense, CGI will provide to Client the external auditor's report of the annual SSAE NO. 16 audit of internal controls applied, on a common basis, to the primary hosting facility and associated outsourcing activities (the "Internal Controls Audit"). CGI will arrange for the external auditor to provide to Client a copy of the most current Internal Controls Audit Report Cover Letter. Client may view the full

report at a CGI facility with reasonable advance notice. Any audits requested by Client and permitted by CGI in addition to the the Internal Controls Audit or on a different audit period than the standard audit period will be at Client's cost and expense and will be addressed through a Change Order.

(3) Confidentiality of Audits. Where applicable for the purpose of this Section, Client's external auditor must provide CGI with Client's written authorization to act as its external auditor and will then be deemed to be Client's representative. No proposed auditor will be a competitor of CGI. Any external auditor retained by Client in connection with such audits will execute a non-disclosure agreement reasonably acceptable to CGI. All audit reports contemplated by this Section and their content will be deemed Confidential Information and will be subject to the confidentiality provisions contained in this Agreement.

(4) Cure of Deficiency. In the event that an audit contemplated by this Section identifies a deficiency that causes or may cause a material breach of CGI's obligations under this Agreement, CGI will (i) cure such deficiency within a commercially reasonable time period given the nature of the deficiency, and (ii) confirm such cure to Client.

C. Client-Required Audits Not Related to CGI Subscription Services and CGI Audits. In order for Client to verify amounts invoiced to Client for the CGI Services not related to SaaS, and for CGI to verify Client's compliance with the Agreement, each party will have the right to have an independent third party (the "Auditor") audit such records of the other party, no more than once every twelve (12) months. Any such audit will be conducted during regular business hours and in such a manner so as not to interfere unreasonably with normal business activities, and the party requesting the audit will provide thirty (30) days advance written notice of such audit to the other party. The party requesting the audit will bear the expenses of any such audit. Client will promptly pay any amount found due and owing to CGI, in accordance with this Section 12.C. If the audit reveals an overpayment, CGI will promptly refund the overpayment to Client. The Auditor may not be paid on a contingency or other basis related to the outcome of the inspection, and will execute a confidentiality agreement with the party requesting the audit in a form reasonably acceptable to the parties that prohibits the Auditor from otherwise divulging to third parties or using information obtained in connection with the inspection.

D. CGI-Required Audits

CGI has the right to audit, during normal business hours of the Client site to be audited, and upon written notice to the Client, to examine and copy Client reports, records and accounts relating to the performance of this Agreement. CGI's audits may include, without limitation, audits of the use of the CGI System for the purposes of verifying Client's compliance with the terms and conditions of this Agreement.

E. Security Policies. Any permitted access to either party's facilities for purposes of an audit authorized by this Section 12 requires advance notice and must be in accordance with all terms of this Agreement as well as compliance with the applicable party's then-current security and confidentiality policies and procedures which includes, but is not limited to, being accompanied by a representative of the audited party at all times.

13. LAW AND DISPUTES

A. Governing Law. Any claim, controversy or dispute arising under or related to the Contract Documents will be governed by the laws of the state in which Client maintains its principal location, without regard to any provision of law that would require or permit the application of the substantive law of any other jurisdiction. Notwithstanding anything to the contrary, the parties expressly agree that the provisions of the Uniform Commercial Code (UCC) as enacted under state and federal law, and the Uniform Computer Information Transactions Act (UCITA) as set forth in any applicable state statute, or as may be amended or modified, applicable as of the effective date of this Agreement or thereafter, will not apply to this Agreement.

B. Export Control. Both CGI and Client agree to comply fully with all relevant export laws and regulations of the United States to ensure that no information or technical data provided pursuant to the Contract Documents is exported or re-exported directly or indirectly in violation of law.

C. Informal Dispute Resolution. At the written request of either party, the parties will attempt to resolve any dispute arising under or relating to the Contract Documents through the informal means described in this Section 13.C. Each party will appoint a senior management representative who does not devote substantially all of his or her time to performance under the Contract Documents. The representatives will furnish to each other all non-privileged information with respect to the dispute that the parties believe to be appropriate and germane. The representatives will negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. Formal proceedings for the resolution of the dispute may not be commenced until the earlier of: (i) the designated representatives conclude that resolution through continued negotiation does not appear likely; or (ii) thirty (30) calendar days have passed since the initial request to negotiate the dispute was made; provided, however, that a party may file earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or to apply for interim or equitable relief.

D. Jury Trial. The parties waive all right to a jury trial with respect to any and all issues in any action or proceeding arising out of or related to the Contract Documents.

E. Limitation of Actions. No proceeding, regardless of form, arising out of or related to the Contract Documents may be brought by either party more than two (2) years after the accrual of the cause of action, except that (i) proceedings related to violation of a party's proprietary rights or any duty to protect Confidential Information may be brought at any time within the applicable statute of limitations, and (ii) proceedings for non-payment may be brought up to two (2) years after the date the last payment was due.

14. GENERAL

A. Nonexclusive Agreement. This Agreement does not grant to CGI any exclusive rights to do business with Client. Client may contract with other suppliers for the procurement of comparable services. Likewise, nothing in the Contract Documents will prevent CGI from marketing, developing, using and performing for others services similar to or competitive with the Services furnished to Client.

B. **Notices.** Any legal notice or other communication required or permitted to be made or given by either party pursuant to the Contract Documents will be in writing, in English, and will be deemed to have been duly given: (i) five (5) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; (ii) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of the notice is promptly sent by another means specified in this Section; or (iii) when delivered if delivered personally or sent by express courier service. All notices will be sent to the other party at its address as set forth in the applicable Participating Addendum.

C. **Force Majeure.** In no event will either party be liable for any damages caused by the failure of the other party to perform its responsibilities. Neither party will be liable for any damages for delays or failure in performance under the Contract Documents caused by acts or conditions beyond its reasonable control, without its fault or negligence, which could not have reasonably foreseen or prevented by reasonable precautions. Such acts or conditions (each a "Force Majeure") will include, but not be limited to: acts of God or of the public enemy; civil war; insurrections or riots; acts of war; acts of government; acts of terrorism; fires; floods; storms; explosions; earthquakes or accidents; unusually severe weather; epidemics or public health restrictions; strikes or labor troubles causing cessation, slowdown or interruption of work; failures or fluctuations in electrical power, heat, light, air conditioning or telecommunication equipment; and other similar events, or any event referred to above preventing a subcontractor from performing its obligations under a subcontract. In the event of a Force Majeure, (i) the party experiencing the Force Majeure will exercise due diligence in endeavoring to overcome any Force Majeure impediments to its performance and will provide prompt notice to the other party of the Force Majeure; and (ii) the time for performance will be extended by a period equal to the delay caused by the Force Majeure and, if warranted, the fees payable to CGI will be equitably adjusted.

D. **Reasonable Behavior.** Each party will act in good faith in the performance of its respective responsibilities under the Contract Documents and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by the other party in order to perform its responsibilities under the Contract Documents.

E. **Assignment.** Except as otherwise permitted in this Agreement, neither party may assign or otherwise transfer the Contract Documents, or such party's rights or obligations thereunder, without the prior written consent of the other party, which consent will not be unreasonably withheld. Any purported assignment in violation of the preceding sentence will be void; provided, however, that either party may assign or transfer the Contract Documents and its rights and obligations thereunder, without the prior written consent of the other party, to an Affiliate, successor by merger or to an acquirer of all or substantially all of its business, stock or assets. The Contract Documents will be binding upon the parties' respective successors and permitted assigns.

F. **Integration.** The Contract Documents constitute the entire agreement between the parties, and supersede all other prior or contemporaneous communications between the parties (whether written or oral), and all other communications relating to the subject matter of the Contract Documents. Except as otherwise expressly provided in this Agreement, the Contract Documents may be modified or amended solely in a writing signed by both parties. The parties agree that any pre-printed terms contained in Client's purchase orders, acknowledgments, shipping instructions or other forms, or in CGI's invoices, that are inconsistent with or different from the terms of the Contract Documents will be void and of no effect even if signed by the party against which their enforcement is sought.

G. **Severability.** The provisions of the Contract Documents will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. In addition, if any provision of the Contract Documents, for any reason, is declared to be unenforceable, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the parties.

H. **Publicity.** Neither party may use the name of the other in connection with any advertising or publicity materials or activities without the prior written consent of the other party. However, CGI may include Client's name on CGI's client list and may describe briefly, and in general terms, the nature of the work performed by CGI for Client. The parties agree that following the initiation of Services, the parties will work towards developing a mutually agreeable press release and a statement for public use by the parties such as in marketing materials and in their reports to stockholders.

I. **No Waiver.** Except as otherwise permitted in this Agreement, no failure or delay by a party in exercising any right, power or remedy will operate as a waiver of that right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party. If a party waives any right, power or remedy, the waiver will not waive any successive or other right, power or remedy the party may have under the Contract Documents.

J. **Third Party Beneficiaries.** There are no intended third party beneficiaries of any provision of the Contract Documents.

K. **Non-solicitation.** During the term of the Contract Documents and for twelve (12) months after its expiration or termination, neither party will, either directly or indirectly, solicit for employment or employ (except as permitted below) by itself (or any of its Affiliates) any employee of the other party (or any of its Affiliates) who was involved in the performance of the party's obligations under the Contract Documents, unless the hiring party obtains the written consent of the other party. The actual damages attributable to a breach of the provisions of this Section would be difficult to determine and prove. Accordingly, the parties agree that if either party breaches this Section, the breaching party will promptly pay the non-breaching party liquidated damages in an amount equal to the employee's annual salary (including bonuses and incentive compensation) prior to the breach, such sum being a reasonable measure of the damages reasonably anticipated by the parties. The foregoing provision will not (i) prohibit a general solicitation of employment in the ordinary course of business or prevent a party from employing any employee who contacts such party as a result of such a general solicitation; or (ii) be read so as to limit employment opportunities to an extent that would not be permitted under applicable law (e.g., California law).

L. **Exhibits.** The following Schedule referred to in this Agreement and attached hereto are made a part of this Agreement as if fully set out in its text:

(1) Schedule 1: CGI Advantage360 Service Level Agreement

M. **Counterparts.** The Contract Documents may be signed in one or more counterparts, each of which will be deemed to be an original and all of which when taken together will constitute the same agreement. Any copy of the Contract Documents made by reliable means will be considered an original.

CGI

CGI ADVANTAGE360®

SOFTWARE AS A SERVICE AGREEMENT

SCHEDULE 1
SERVICE LEVEL AGREEMENT

1. DEFINITIONS AND TERMINOLOGY

A. "At Risk Amount" means the percentage applied to 1/12 of the annual Subscription Fee paid by the Client to CGI that is put at risk for one or more Service Penalties owed to the Client in the event CGI fails to achieve the specified Minimum Service Level for a specific Service Metric within the respective Measurement Interval In this event, the Client is entitled to the associated percentage of the At Risk Amount as a Service Credit to be accrued and reconciled monthly and applied to the annual invoice.

The Service Penalties (and resultant Service Credits) across all Service Metrics are capped and are not to exceed an At Risk Amount of 10% of 1/12 of the annual Subscription Fee for any and all failures during the Measurement Interval in which CGI's respective performance was below the Minimum Service Level; provided, however, one or more failures to meet Disaster Recovery Service Metrics for Recovery Time Objective (RTO) and Recovery Point Objective (RPO) during the Measurement Interval in the event of an actual disaster will not exceed an At Risk Amount of 25% for that Measurement Interval.

B. "File Transfer Services" means the support services provided for maintaining the File Transfer Solution.

C. "File Transfer Solution" means the mechanism provided for transferring data to and from the CGI System.

D. "General Application Availability" means the CGI System is considered available when a properly configured computer is capable of successfully executing a standard online screen transaction from an end user workstation. An online transaction can be an addition, change or deletion; can be a request to view a record, or a simple query run from a workstation displayed screen. CGI monitoring, measurement, and responsibility will be within the Point of Demarcation. In the event an application is available but a sub-component of the application is inaccessible, for example SMTP services or querying, the Issue will be assigned the relevant Issue Severity and the applicable Issue Resolution Service Level Metric will apply.

(1) "Availability Percentage" means the percentage of scheduled time the respective production application(s) is available to users during the defined Hours of Availability. Availability Percentage is calculated by taking the Planned Minutes Available per month (PMA), subtracting minutes not available per month (MD), and dividing that result by planned minutes available. Equation: (PMA – MD) / PMA.

(2) "Hours of Availability" for online access to the Managed Applications as defined in the Service Level Agreement, and the associated production environment(s) are defined in Table 1 (Subscription Services) of Attachment 1 to this Schedule 1, including holidays and weekends, excluding Scheduled Maintenance, Scheduled Outages, and Included Batch Processing.

(3) "Included Batch Processing" means the Client requested batch processing included in Subscription Services that requires that the CGI System be down including but not limited to, batch processing associated with calculating pay from employee time inputs on the Client's payroll cycle, a financial annual close, or a budget load.

(4) Online access to the CGI System will be provided assuming there are no Scheduled Maintenance, Scheduled Outages, or Included Batch Processing activities occurring. "Hot Fix" means the application of a Patch intended to update the existing Managed Application(s) in a quick turnaround to support Critical and Serious Issues. Delivery of Hot Fixes is undertaken by CGI on an as-needed basis given the Service Level target of the required Issue correction.

(5) "Planned Minutes Available" means the total minutes in the applicable month (e.g., 60 minutes multiplied by 24 hours per day multiplied by the total days in the month) minus any minutes allotted for Scheduled Maintenance, Scheduled Outages, and Included Batch Processing.

(6) "Scheduled Maintenance" means any time planned maintenance is to be performed on the CGI System. The standard Scheduled Maintenance period is Saturday from 12:00 a.m. to Sunday at 11:00 p.m. Eastern Time the third (3rd) weekend of each month, unless written notice of an exception is provided to the Client. Scheduled Maintenance activities will be shared with the Client at least one week in advance. The Client will be able to notify CGI of any Scheduled Maintenance that coincides with the Client's peak periods, when weekend work may be necessary on the part of the Client. CGI will work to mitigate the impacts of Scheduled Maintenance during peak usage times. In the event the CGI System is kept offline for a period longer than the communicated Scheduled Maintenance window, the overage time will be considered MD.

(7) "Scheduled Outages" means outages that are documented, planned and communicated in advance and are not considered MD for purposes of this calculation. This includes all Scheduled Maintenance periods. MD includes unscheduled outages associated with a Critical Issue, as defined in Table 1, reported by either party. This excludes Issues not attributable to CGI or its Subcontractors and/or causes for which CGI or its Subcontractors are not independently accountable.

E. "Issue" means a deviation of the CGI System to function per its Documentation. An Issue can be associated with the underlying environment/infrastructure under CGI's independent management if the environment metrics used to size the CGI System have not been exceeded and the Issue is materially impacting the normal use of the CGI System in a manner consistent with the Issue Severity definitions. In addition, an Issue can be associated with the performance behavior of the CGI System if performance is impacted in a manner that warrants initial classification as a Critical Issue or Serious Issue as defined below (pending additional research) because it is materially impacting the normal use of the CGI System in a manner consistent with the Issue Severity definitions. Resolution of the Issue will proceed in accordance with such classification.

F. "Issue Priority" means the priority of any Issue, as assigned by the Client. This priority indicates, within an Issue Severity level, the relative order in which Issues will be handled by CGI. Priority can be defined as "Urgent", "High", "Normal", and "Low".

G. "Issue Severity" means the severity assigned to an Issue, as ultimately assigned by CGI with input from the Client. After an Issue has been identified and quantified by the reporting party, this assignment will be established and communicated based on the definitions of the severities, possible workarounds, and the impact on the functionality and Client's business usage. In any cases where the Client disagrees with the severity classification of an issue the Client will provide further business justification to CGI so that a mutually agreed severity and resolution plan can be reached. In the event both sides cannot agree on severity classification the Client will have the right to formally escalate that to senior management (Section 3.B.4). CGI understands that certain times of the year become more critical for performing certain business functions within the application. CGI takes into consideration the volume and time sensitivity with all requests and software issues and will work with the Client accordingly on setting the severity and communicating the short term and long term resolution timeframes. The Issue Severity definitions are listed in Table 1.

Table 1: Issue Severity Definitions

Severity	Definition
1 Critical Issue	An Issue with the CGI System that causes critical impact to the Client's business operations, and no workaround is immediately available. Use of the CGI System cannot continue. Resolution efforts begin upon notification and continue until resolved or a workaround permits the CGI System to be used. If resolution requires a software correction, it is delivered as soon as resolved. *Example: The CGI System is Down and Inoperable.*
2 Serious Issue	An Issue that causes significant impact to the Client's business operations, and any workaround is unacceptable on a long term basis. Essential functions of the CGI System are affected such that there is a significant impact to the Client's business operations. Work begins after Severity 1 (Critical) Issues are resolved or a workaround is in place and in consideration of Issue Priority for any other pending Issues. If resolution requires a software correction, it is made available as soon as resolved. *Example: Major operations of the CGI System are either Down or Inoperable while some can continue.*
3 Moderate Issue	An Issue that impairs some core functionality, but a practical workaround exists such that there is not a material impact to the Client's business operations. No defined timeline for making these software corrections but if included would be part of the periodic Release Updates. *Example: One or more business processes are impacted, either in timeliness or availability, but the CGI System is operational.*
4 Minor Issue	An Issue that does not affect any production functions of the software and may be cosmetic in nature. A software defect exists but does not impede any functionality. No defined timeline for making these software corrections but if included would be part of the periodic Release Updates. *Example: There are some Issues with the normal processing, but the CGI System is operational.*

H. "Live Date" means the date the CGI System goes into production and is in use by the Client as its primary processing system for the respective function(s) it is designed to support.

I. "Measurement Interval" means the period of time over which a given Service Metric is measured for purposes of determining performance. Measurement Interval is defined in Attachment 1, Table 1 (Subscription Services).

J. "Minimum Service Level" means the level for a given Service Metric which, if not met, is considered a failure in CGI performance during the Measurement Interval, which will result in Service Credits awarded to the Client by CGI.

K. "Patch" means a correction to the CGI System specific to one (or a very small set of tightly related) Issue(s), independent of Issue Severity.

L. "Release Updates" means the regular, periodic updates that can contain underlying third-party software updates, resolution of lower severity Issues, Enhancements, and/or introduction of new functionality.

M. "Service Credits" are credits issued by CGI against Subscription Fee payments to be paid by the Client to CGI for Service Penalties, capped by the At Risk Amount. Service Credits are accrued monthly and applied annually.

N. "Service Penalties" are the amounts calculated for each Service Metric that is factored against the At Risk Amount for purposes of calculating any Service Credits relative to the applicable Service Level(s) during a given Measurement Interval. "Standard Holidays" are New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the Friday immediately following, and Christmas Day.

O. "Subcontractor" means any third party engaged by CGI to aid in performance of CGI's obligations.

2. ASSUMPTIONS AND SCOPE OF SERVICES

A. **Assumptions**. This section defines the overall parameters and assumptions for the delivery of Subscription Services to the Client. It highlights the key elements that are the basis for delivery of the Subscription Services on an ongoing basis and the distribution of responsibilities between CGI and the Client.

(1) Hosting or support of the CGI System is limited to those expressly stated in the Contract Documents. For the Managed Application(s), services include supporting the operating system (OS), database software, CGI hardware/infrastructure, and operational/monitoring software. CGI will acquire all necessary OS and database software licenses.

(2) Provisioning, management, and operation of any workstations or other Client-site equipment are the responsibility of the Client.

(3) No on-site support at Client locations is included except as expressly identified in the Contract Documents; all hosting and support will be provided remotely and/or from CGI locations.

(4) All Managed Application(s) user-id maintenance will be performed by the Client; all VPN Token user-id maintenance will be performed exclusively by CGI. The following limits are applied to the VPN Token:

i) VPN Token user profile updates: creation/modification of user-ids is defined in Attachment 1, Table 1 (Subscription Services).

ii) VPN Token password resets can be requested as defined in Attachment 1, Table 1 (Subscription Services).

(5) Disaster Recovery is based on a maximum production data loss ("Recovery Point Objective"), as defined in Attachment 1, Table 2 (Service Levels and Service Metrics), and a maximum production recovery time ("Recovery Time Objective"), as defined in Attachment 1, Table 2 (Service Levels and Service Metrics), and includes a Disaster Recovery testing window per 12 month period as defined in Attachment 1, Table 1 (Subscription Services). Replication and failover results from CGI's annual Disaster Recovery testing will be provided to the Client.

(6) All reports and outputs are via print files and/or flat files, XML files or PDFs staged for File Transfer Services and transmitted electronically.

B. **Services to be Performed by CGI**.

(1) Provide a secure facility at the CGI Data Center(s), for the CGI System on which the Client's hosted processes run.

i) Physical security will include maintaining a secured computer area controlled by CGI operations and protected by smoke and water detectors, a fire extinguishing capability, uninterruptible power supplies, and generator for auxiliary electrical power.

ii) The primary CGI Data Center maintains many federal and business certifications, including without limitation SOX-compliance, ISO9001 compliance, and SSAE No. 16 compliance, or its equivalent successor.

(2) Provide, install, and maintain hardware, operating system (OS), database software and Managed Application(s).

(3) Provide and manage multiple physical and/or virtual servers for the Managed Application(s). The environments being provided are defined in Attachment 1, Table 1 (Subscription Services), include one (1) production environment engineered with redundancy and one (1) non-production environment.

(4) Provide and maintain storage necessary to host Client's production and non-production data.

(5) Retain maintenance contracts in support of all applicable Managed Application(s) over the term defined in the Contract Documents.

(6) Provide security services for virus protection, intrusion prevention services on public Internet facing web servers, and security Patches for system-level software.

(7) Coordinate and perform typical-level system and application backups required to support business operations and Disaster Recovery Service Levels. The specific frequency and retention of the various required backups are defined in Attachment 1, Table 1 (Subscription Services).

(8) Provide online access to the Managed Application(s) during the hours set forth under the definition of the Hours of Availability.

(9) Perform production job scheduling, execution, monitoring, and management as well as proactive measures in support of exceeding the Service Levels.

Once a job schedule is defined by the Client for a particular period (nightly, monthly, annually, etc.), CGI will execute that job schedule and provide expected operational outcomes to the Client; unexpected operational results will be resolved in accordance with the Service Levels specified in the Service Level Agreement. Prior to the start of each calendar year the standard processing schedule for the upcoming year will be distributed by CGI. After receiving appropriate Client input the final processing schedule will be published.

(10) Coordinate and process interface files. CGI will coordinate and accept the transmission of data utilizing the established File Transfer Services.

(11) Schedule Client reports and outputs and make them available electronically to Authorized Users. All reports and outputs will be delivered via PDFs staged for File Transfer Services and transmitted electronically.

(12) Consult with the Client 24/7/365 for any Critical production Issues, as defined by Issue Severity. Requisite information will be provided for methods of contacting CGI in the event of an emergency. Additional details as to the hours of CGI staff availability in support of Subscription Services are defined in Section 3.A.1.

(13) Provide standard database support, including database monitoring and maintenance activities. Standard database support service also includes delivery of production data to the non-production environment via Client request. This non-production refresh service is defined in Attachment 1, Table 1 (Subscription Services), unless required to support a Critical/Serious production Issue.

(14) Provide standard change management and application code version control and tracking for the CGI System.

(15) Provide production code Hot Fix application and management as necessary for Critical Issues and Serious Issues in production that have a business impact on the Client.

(16) Provide, as defined in Table 1, fixes for Moderate and Minor defects to be applied during the periodic Release Updates described in Section 4.

(17) Provide Secure File Transfer Services. CGI will host the File Transfer Solution and provide the Client with production File Transfer Solution user accounts for transmitting interface and other batch input/output files needed.

(18) Provide Release Updates as specified in Section 4. Both parties will work together to time the activities such that they balance the introduction of new releases/functionality with the objective of continued application stability.

(19) Provide reports on Service Level performance. Monthly Service Level reporting will be targeted for a date not later than fifteen (15) calendar days starting in the month following delivery of Subscription Services.

(20) Provide issue submission center and toll free hotline for reporting incidents. The Client will have access to the CGI Advantage Support Center that is available 24/7/365 for logging incidents and accessing Documentation. For routine support questions a toll free hotline will be available and staffed from 8:00 a.m. to 9:00 p.m. Eastern Time Monday-Friday.

(21) Provide hotline for Critical issues. CGI will staff a toll free hotline 24/7/365 for Client emergencies.

C. **Services to be Performed by the Client**.

(1) Provide any/all available documentation detailing the Client's current application configuration.

(2) Provide named individuals as primary and secondary points of contact and escalation procedures to CGI.

(3) Coordinate with CGI for services, support, and Scheduled Maintenance.

(4) Maintain all Managed Application(s) user-id and passwords.

(5) Ensure all files contain the appropriate Content, are transmitted/received in mutually agreed format and in a timely manner to a predetermined file structure location, sufficiently in advance to ensure processing in the expected job schedule.

(6) Assume responsibility for the integrity of all input data delivered to CGI (either online or through batch interfaces) for processing.

(7) Provide at least sixty (60) days advance notice of any material increase (greater than 25%) in the number of active production Authorized Users, as established in the Contract Documents. Processing of such increases may be subject to additional fees.

(8) Timely validate the production application output associated with application configuration, use, and functional application management (i.e. outside of CGI's purview).

(9) Provide, manage, and operate employee workstation hardware and software being used to access the Managed Application(s).

(10) Provide, manage, and maintain adequately-sized communications from the Client's WAN to end user locations.

(11) Problem identification and resolution as it relates to the Client's data, staff, and/or procedures as well as functional Issues with the CGI System. The Client will report any Issues to CGI using the standard Issue reporting process for CGI Advantage360.

(12) Defining the establishment of requirements for regular processing schedules and for communicating and coordinating required scheduling changes with CGI no later than forty-eight (48) hours prior to the associated batch window to which it should be executed.

3. SERVICE LEVEL AGREEMENT

A. **SLA Applicability**. The following items provide a detailed explanation as to when and how the SLA applies.

(1) Accessibility of CGI in support of delivering the Subscription Services and the SLA is as follows:

i) Remote environment and application support, including toll-free phone number for routine support 8:00 a.m. to 9:00 p.m. Eastern Time Monday-Friday exclusive of mutually agreed upon Standard Holidays. CGI staff on-call 24/7/365 for the Client's production emergencies for Issues of Critical Severity.

ii) CGI Advantage Support Center is available 24/7/365 to submit questions/Issues.

Within this SLA, the days and hours as defined are referred to as "Business Day(s)" and "Business Hour(s)", respectively.

(2) The Service Metrics and Service Levels are applicable to the CGI System, as appropriate for each Service Metric. Operationally, the Service Levels only apply to interfaces operating on the CGI System's infrastructure and for which CGI is solely responsible. Interfaces operating at the Client site or external provider that either create data/content to be sent to CGI or processed data that has been returned by CGI are the responsibility of the Client. All interfaces developed by the Client are subject to CGI acceptance prior to them being supported under a production capacity.

(3) The Service Metrics and associated Service Levels apply to the production environment and use of the CGI System in production, unless specifically noted otherwise. In the event that a single Issue affects more than one Service Level, only the highest precedence Service Metric will apply with respect to any Service Credits issued by CGI to the Client. However, other unrelated incidents resulting in Issues will be considered as separate events and aggregated with respect to measuring performance against each Service Metric and associated Service Levels. The order of precedence is as follows (highest to lowest): Application Availability, Critical Issue Resolution, and then Serious Issue Resolution.

(4) CGI reserves the right to immediately request and institute Scheduled Maintenance at any time of the day if CGI reasonably determines that a failure to act immediately would lead to significant harm to either CGI or the Client. CGI will provide detailed communication for any emergency maintenance.

(5) A Service Metric and associated Service Level/Service Credit that cannot be met due to the Client failing to perform its responsibilities will be suspended. The Client's related responsibilities in non-technical use and administration of the CGI System after the Live Date include, but are not limited to, functional configuration, functional management, interface validation, acceptance testing of Release Updates, and Issue(s) requiring functional support in troubleshooting and diagnosis.

CGI performance against any suspended Service Metric and associated Service Level will be reinstated once the corresponding activity has been performed by the Client. The Client agrees to hours of availability for staff and interdependent systems reciprocal to the Hours of Availability defined herein as needed to support effective escalation and not to impede collaboration and support in resolution of Issues affecting Service Metrics and associated Service Levels.

(6) Any events or situations affecting the CGI System for which CGI is not solely responsible will not be counted toward CGI's ability to achieve the Minimum Service Level(s) associated with the respective Service Metric(s).

(7) If CGI is waiting for the Client to provide additional information during resolution of an Issue, measurement of CGI's non-conformance with the respective Service Metric and associated Service Levels being impacted will be suspended until the Client's response with the requisite information is received. Once CGI makes available a fix or correction to remediate an Issue impacting one or more Service Metrics, measurement of CGI's non-conformance with the respective Service Metric and associated Service Levels being impacted ends. As an example, CGI is not responsible for additional time associated with subsequent Client required approvals or procedures related to the application of the fix or correction. If, upon application of the fix or correction, the Issue is not remediated, CGI will again be subject to measurement of non-conformance against the Service Metric, upon notification by the Client to CGI or acknowledgement by CGI to the Client of the new or continued situation. Unless otherwise agreed to by both parties, if notice is provided by the end of the following Business Day after CGI delivers an applied fix or correction to the Client for the Client to test, continuation of resolution time will be against the original Issue, otherwise a new Issue is logged. However, none of these situations relieve CGI from responsibility for supporting resolution or remediation of a situation if any part of the cause or ability to resolve falls within CGI's responsibilities as set forth herein.

(8) Service Metrics and associated Service Level calculations, excluding the Disaster Recover Service Metrics, will be suspended during an active Force Majeure or when operating the CGI System under a Disaster Recovery scenario, as declared by CGI. Reporting and calculations will be reinstated once operations resume at the CGI Data Center(s).

(9) The initial Measurement Interval for purposes of calculating Service Credits begins sixty (60) days after the Live Date. During this initial period CGI will provide a Hot Fix for any Critical or Serious software defect and deploy to Client environments. Service Metric and Service Level reporting will begin on the Live Date.

(10) The Issue Resolution Service Levels do not apply to any degradation of performance due to inadequate connectivity from the Client's WAN to end user locations.

B. **SLA Management**. The following items are the general terms regarding reporting calculations:

(1) CGI will implement and utilize its current measurement and monitoring methods, tools, and procedures to track and report CGI's performance in delivering the Subscription Services relative to the applicable Service Levels and will produce a monthly report.

(2) The monthly report will set forth in detail the Service Metrics relative to the Service Levels, the actual measured level of performance for each Service Metric, and any resulting monthly Service Credits.

(3) In all cases, CGI will be responsible for measuring Service Levels and calculating appropriate Service Credits.

(4) The CGI Advantage360 management model includes an escalation process for issues requiring senior-level intervention. This is accomplished by "pushing" unresolved service issues or application incidents through the proper chain, up to project and senior management when attempts to resolve at the working team level have been exhausted. When unresolved issues are escalated to this level, meetings are held to develop a course of action for resolution. Resolution may range from solving the actual issue, to assigning staff to work the issue, to agreeing that it is not a priority issue at this time. Whenever an issue is escalated to project or senior management, the relevant representative(s) from the Client and CGI management are expected to be available to review and direct resolution. Participants for this escalation model should be identified during the implementation.

(5) Application Availability reporting calculations will be measured in Eastern Standard Time (EST). In the event a single Application Availability Issue occurs in more than one month, for example on the last day of one month and into the first day of the next, the minutes down in each respective month will be captured on separate reports.

C. **Service Metrics**. Attachment 1, Table 2 (Service Levels and Service Metrics), shows the CGI Advantage360 Service Metrics with their associated Minimum Service Levels and Service Penalties.

D. **Issue Response**. For any reported Issue which the Client gives notice to CGI via one of the acceptable contact methods, CGI will respond with acknowledgement of the Issue, and work to resolve the Issue will commence. Attachment 1, Table 3 (Issue Response Targets), shows the Issue Response Targets that will apply, as noted by Issue Severity. Issue Response Targets defined in Attachment 1, Table 3 are not subject to Service Penalties.

4. RELEASE UPDATES

A. **Release Updates.**

(1) The CGI Advantage360 Release Update Program provides product Release Updates and services for the Client. The following section explains the services for introducing and implementing new Release Updates.

(2) Release Updates can vary in size and scope and are built on top of the existing Managed Application(s) which typically allows for quick deployment and testing in the Client's environments. While there is no predetermined frequency for introducing new Release Updates, they will occur at least once per year.

B. **CGI Responsibilities**. As part of the CGI Advantage360 Release Update Program, the following services will be provided by CGI to Client:

(1) **Release Update Content Identification and Planning**. CGI will determine at its sole discretion, based on input from the CGI Advantage360 client base, the content and release schedule of Release Updates. CGI will additionally coordinate all aspects of planning prior to the availability for deployment of the Release Updates.

(2) **Software Development**. CGI will perform all software development work to build all identified Release Updates.

(3) **Configuration Management**. CGI will perform all requirement definition around the design, necessary testing, and acceptance procedures for Release Updates.

(4) **Quality Assurance Testing**. CGI will perform end-to-end business function testing of all Release Updates prior to deployment of release in Client non production environment.

(5) **Packaging.** CGI will prepare/package the Release Update for deployment.

(6) **Communication**. CGI will communicate to Client the availability of the new Release Update and the estimated timeline for upgrading the Managed Application(s).

(7) **Provide Documentation**. CGI will provide Client with documentation regarding the changes that were incorporated into the Release Update. If any of the changes require Client configuration, those setup instructions will be included.

(8) **Deployment to Non-Production**. CGI will coordinate and perform the deployment of the Release Update to Client's non-production environment. The Release Update will be available for Client testing for a typical duration of thirty (30) days. This testing timeframe will be evaluated with each targeted Release Update, dependent on the level of changes contained within.

(9) **Deployment to Production**. CGI will coordinate with Client on the scheduled production deployment of the new Release Update. These Release Updates will be deployed by CGI to the Client production environment and will be considered Scheduled Maintenance. Usually occurring over a weekend, the actual time needed by CGI to upgrade the Managed Application(s) will depend on the level of changes in that particular Release Update.

C. **Client Responsibilities**. As part of the CGI Advantage360 Release Update Program, Client will have the following responsibilities:

(1) **Acknowledgement of Update**. Once Client is notified of the availability of a Release Update, Client will provide timely confirmation of receipt of notice.

(2) **Review Documentation**. Client will review CGI-provided documentation for the Release Update to find any concerns and prepare Client staff for testing of the Release Update.

(3) **Raise Concerns or Questions**. Timely feedback allows CGI to best meet the needs of the Client.

(4) **User Acceptance Testing**. After non-production deployment, the Release Update will be available for Client to test for a typical duration of thirty (30) days. This testing time frame will be evaluated with each targeted Release Update, dependent on the level of changes contained within. For any Release Updates that contains significant changes, the Client testing window in the non-production environment will be extended appropriately to allow for additional testing and validation time. Failure of Client to sufficiently test all Release Updates prior to production deployment will result in suspension of Service Metrics under Section 3.A.5.

CGI

CGI ADVANTAGE360®

SOFTWARE AS A SERVICE AGREEMENT

ATTACHMENT 1 TO SCHEDULE 1
SERVICE LEVEL AGREEMENT

Table 1: Subscription Services

Service Item	Service
Hours of Availability	24 hours per day and 7 days per week
Measurement Interval	Monthly
VPN Token User-IDs	Four (4) total
VPN Token Password Reset requests	One (1) time per month
Disaster Recovery Testing Window per 12 month period	One (1)
Environments provided	One (1) production environment engineered with redundancy One (1) non-production environment
Required Backups	Daily production database backup during any day when the CGI System is to be available
Non-Production Refresh	Limited to once (1) per month
Fixes for Moderate and Minor defects	At CGI's discretion

Table 2: Service Metrics and Service Levels

Service Metric	Applicability Factors	Service Penalty	Minimum Service Level
Application Metric			
Application Availability	Availability Percentage	Less than Minimum Service Level results in 5% credit on 1/12 of the annual Subscription Fee. Consecutive monthly miss results in 10% credit on Subscription Fee until metric is met.	99% availability based on relevant Hours of Availability in Client's time zone M-F Commitment to be met 100% of the time
Issue Resolution Time Metrics			
Critical	Issue Severity	Less than Minimum Service Level results in 5% credit on 1/12 of the annual Subscription Fee. Consecutive monthly miss results in 10% credit on Subscription Fee until metric is met.	Workaround or Resolution: 10 Business Hours (1) Commitment to be met for 100% of Critical Issues
Serious	Issue Severity	Less than Minimum Service Level results in 5% credit on 1/12 of the annual Subscription Fee. Consecutive monthly miss results in 10% credit on Subscription Fee until metric is met.	Workaround or Resolution: 72 Business Hours (1) Commitment to be met for 90% of Serious Issues
CGI will address any Issue that is related to performance with transaction or query response times the client deems unacceptable for the CGI System. The Severity for each performance Issue will be aligned to the business impact it is causing. The Minimum Service Level and Service Penalty will be the same as the Issue Resolution Minimum Service Level as defined.			
Disaster Recovery Metrics			
Recovery Time Objective (RTO)	N/A	Less than Minimum Service Level results in 25% credit on 1/12 of the annual Subscription Fee.	Within 12 Clock Hours of a declaration of disaster
Recovery Point Objective (RPO)	N/A	Less than Minimum Service Level results in 25% credit on 1/12 of the annual Subscription Fee.	No greater than 4 hours loss of data
Footnotes			

(1) "Business Hours" are 8:00 a.m. to 6:00 p.m. Eastern Time Monday-Friday exclusive of CGI Standard Holidays. There are 10 Business Hours per day, 50 per week assuming no holidays. A reasonable workaround would trigger re-evaluation of the respective Issue Severity. Should an Issue arise that cannot reasonably be addressed within the target timeframe, both parties agree to collaborate on a mutually agreed upon action plan that will then govern its resolution. A resolution may consist of a fix, workaround, delivery of information or other commercially reasonable solution to the Issue. CGI's objective is to resolve Critical and Serious Issues as soon as possible with the Minimum Service Levels above representing the maximum time allowed to meet. Identification of short term workarounds will begin immediately from Issue identification while parallel efforts to fully resolve (software correction) go through the Issue lifecycle.
(2) Service Penalties are subject to the total At Risk Amount

Addendum Table 3: Issue Response Targets

Issue Severity	Target Initial Issue Response
Critical	30 minutes
Serious	1 Business Hour
Moderate	4 Business Hours
Minor	8 Business Hours