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

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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.