



STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 3

CONTRACT #: AR2475

Starting Date: Unchanged

Expiration Date: Unchanged

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and CGI Technologies and Solutions Inc. (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

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

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

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH

10/12/2020

10/14/2020

Contractor's Signature

Date

Director, State of Utah Division of Purchasing

Date

Surabhi Subramanyam

Contractor's Name (Print)

Vice-President

Title (Print)

For Division of Purchasing Internal Use

Purchasing Agent	Phone #	E-mail Address	Contract #
Solomon Kingston	801-957-7142	skingston@utah.gov	AR2475

Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions
(amended sections)

1. Master Agreement Order of Precedence

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

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

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

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

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

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

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

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

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

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

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

Exposure means the disclosure of Content to unauthorized persons.

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

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

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

NASPO ValuePoint is the NASPO ValuePoint Cooperative Purchasing Program,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26. Records Administration and Audit.

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

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

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

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

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

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

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

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

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

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

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

dialers, spyware, etc.

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