

Attachment E  
CGI Collections for Government™  
powered by Salesforce  
Terms and Conditions

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## CGI Collections for Government powered by Salesforce

### Cover Document

These CGI Collections for Government™ powered by Salesforce Cloud 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 Collections for Government powered by Salesforce solution (“**Solution**”), as well as related Solution set-up, implementation consulting, and other professional 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 and upon issuance of an Order, 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 G (CGI Standard Terms Glossary) except as otherwise specified. Client and CGI are referred to herein individually as a “party” and collectively as the “parties”.

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#### 1. Agreement Prerequisites

Client understands and acknowledges that prior to execution of this Agreement, a separate contract between Client and Salesforce.com, Inc. (“**Salesforce**”) is required to secure the Client’s Salesforce platform on which the CGI Collections Solution will be deployed. Additionally, the Client’s Salesforce platform must include the following software, to be procured by Client through the Client’s contract with Salesforce in order for the CGI Collections Solution to function:

- Heroku – cloud Platform-as-a-Service (“**PaaS**”) owned by Salesforce

Furthermore, CGI does not itself (i) give or make any warranty of any kind concerning, (ii) bear any responsibility for performance of, or (iii) bear any liability for damages arising from failure of any third-party software or services, including but not limited to those provided by Salesforce, even if such software or services are necessary to use the Deliverables provided hereunder.

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#### 2. Composition of the Agreement

The Agreement comprises the following documents:

- This Agreement Cover Document
- Applicable Orders
- Schedule A: CGI Collections Legal Terms and Conditions
- Schedule B: CGI Collections Solution Access Terms
- Schedule C: CGI Collections Solution Support Program
- Schedule D: CGI Collections Solution Warranty Program
- Schedule E: CGI Collections Solution Security Program
- Schedule F: CGI Collections Solution Project Services Terms
- Schedule G: CGI Collections Master Agreement Glossary

- Statements of Work Authorized under the Agreement

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### **3. 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.

TEMPLATE



Each party has caused its authorized representative to execute the Agreement as of the Effective Date.

[Insert Client name]  
(Client)

CGI Technologies and Solutions Inc.  
(CGI)

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**



## CGI Collections Solution 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:
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]	

### 3. Contract Term Information

Contract Effective Date	
Contract Expiration Date	
Contract Term (e.g. 1 year, 5 years)	

Contract Extension/Renewal Options	
Initial Subscription Period	

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#### 4. Pricing and Invoicing Schedule

##### 4.1. Subscription Fees and Invoicing Schedule

##### 4.2. CGI Services Fee

CGI Services Fees will be specified in each Statement of Work executed by the parties.



## Schedule A – CGI Collections Legal Terms and Conditions

This Schedule A sets forth the general legal terms and conditions included in the CGI Collections Solution Terms and Conditions.

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### 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 execution of a Statement of Work as specified in Schedule F.

#### 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.

#### 1.3. Salesforce Platform

Client acknowledges that Client is procuring hosting services for the CGI Collections Solution from Salesforce under a separate Agreement. CGI has no responsibility under this Agreement for the Salesforce platform.

#### 1.4. 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 F.

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### 2. Payment

#### 2.1. Subscription and Services Fees

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

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

#### 2.2. 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.

### 2.3. **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.

### 2.4. **Disputed Charges**

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

- 2.4.1. 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);
- 2.4.2. Client timely pays all other amounts specified on the invoice;
- 2.4.3. Client works in good faith with CGI to resolve the dispute in a prompt and mutually acceptable manner; and
- 2.4.4. Client pays any amounts ultimately determined to be due CGI within five (5) days after the dispute is resolved.
- 2.4.5. 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.

### 2.5. **Payment Terms**

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

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## 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 Services or under a Statement of Work pursuant to the terms and conditions of the Master Agreement.

### 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 Solution and Project 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 the Agreement. Subject to payment in full by Client of all amounts owed to CGI under the applicable Statement of Work, 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.

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## 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 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 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. In addition to other remedies available to CGI at law or in equity, if a Client delay or failure in satisfying its responsibilities under the Master Agreement impacts CGI ability or cost to deliver the Services, such impact will be addressed through a Change Order equitably adjusting applicable schedules and CGI compensation.

#### **4.3. Use of the Solution**

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

- 4.3.1. Use the CGI Collections Solution 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 Solution or impair anyone else's use of it; or
  - 4.3.1.6. In any application or situation where failure of the CGI Solution 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 Solution or otherwise make available the CGI Solution to any third party;
- 4.3.3. Modify or make derivative works based on the CGI Solution, or use the CGI Solution for commercial time-sharing, rental, outsource or service bureau use;
- 4.3.4. Commercially exploit the CGI Solution 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 Solution;
- 4.3.7. Interfere with or disrupt performance of the CGI Solution or the data contained therein;
- 4.3.8. Attempt to gain access to the CGI Solution or its related systems or networks in a manner not set forth in the Documentation;

- 4.3.9. Access all or any part of the CGI Solution in order to build a product or service which competes with the CGI Solution;
- 4.3.10. Copy any features, functions, integrations, interfaces or graphics of the CGI Solution; or
- 4.3.11. Reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code contained within the CGI Solution

The Master Agreement and any Order and associated Statement of Work issued under the Master Agreement do not transfer any right of ownership in or related to the CGI Solution. Violation of the terms in this section may result in suspension of Services and Client access to the CGI Solution. CGI will suspend the Services and/or Client access to the CGI Solution 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 Solution.

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## 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

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 the Agreement 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 obligations of the Agreement 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 the Agreement. 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 following will continue in perpetuity: (i) the other party's trade secrets (including proprietary software and related materials owned by the party and its licensors); and (ii) the other party's client information.

**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.

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**6. Indemnification**

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

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## 7. Term and Termination

### 7.1. Term

The Agreement will commence on the Effective Date and will continue until the expiration or termination of all Orders and Statements of Work issued under the Agreement, notwithstanding early termination as permitted herein. The term of each Order will be as set forth in the Order.

### 7.2. Termination for Convenience

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

### 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 until the Breach has been cured, then the non-breaching party may terminate the Agreement, the affected Statement of Work, or Order, as applicable, for cause by providing separate written notice of termination to the breaching party. Prior to termination of the Agreement, Statement of Work, or Order 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 the Agreement, a Statement of Work, or an Order for cause under this Section is determined by a court of competent jurisdiction to have been wrongful, then the termination will automatically be considered a termination for convenience.
- 7.3.2. Notwithstanding the preceding Subsection, if Client breaches the CGI Collections Solution access restrictions specified in Schedule B or its nondisclosure obligations under the Master Agreement, CGI will have the right, without affecting any other rights and remedies CGI may have, to terminate the Agreement immediately upon written notice to Client.

- 7.3.3. Termination of the Master 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 the Agreement for any reason Client's right to access the CGI Collections 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 Collections Solution on the Salesforce platform and allow CGI to uninstall the Solution from the Client's environment.
- 7.4.2. Client will promptly pay CGI all amounts owed under the Master Agreement including, but not limited to the subscription fees for the CGI Collections Solution and Project 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 a mutually agreed upon 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 the mutually agreed upon format will be addressed through the Change Order Process, with resulting CGI costs reimbursed by Client and resulting CGI fees charged at CGI's then-current applicable rates for such services.
  - 7.4.4.5. In the event that Client engages CGI in Transition Services pursuant to Subsection 7.5, the parties will coordinate CGI delivery of Client Data copies with the Transition Services.
  - 7.4.4.6. Except as otherwise provided in this Subparagraph, within ten (10) Business Days of the effective date of termination, CGI will destroy all Client Data. CGI may retain Client Data occasionally entered into the Ticketing System as part of the Services. Such retained Client Data will be subject to the provisions of Section 5 (Confidential Information).
- 7.4.5. Within thirty (30) calendar days after the expiration or termination of the Agreement for any reason, Client will, at CGI's option, either deliver to CGI or

destroy the original and all copies (including partial copies) of CGI Materials, all CGI Confidential Information, and any other materials provided by CGI under the Agreement, including copied portions contained in derivative works, and certify in writing to CGI that Client has fully performed its obligations under this Subsection.

#### **7.5. Transition Services on Termination**

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 the Agreement, an Order, or a 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.

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### **8. Limitation of Liability**

Limitations on the parties' liability are set forth in Section 13.B of Attachment A to the Master Agreement.

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### **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 CGI Services**

Provide support as necessary for Client audits of the CGI Project Services during Business Hours, not to exceed more than eight (8) hours over a rolling thirty (30) day period and such support cannot occur more frequently than once annually, or as otherwise mutually agreed to by the parties.

#### **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 CGI Collections 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
- 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.

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## 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 specified in the 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 Agreement 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 [REMOVE WHERE CALIFORNIA LAW GOVERNS]

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**

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.

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### 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.

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 the Agreement and for twelve (12) months after its expiration or termination, neither party will, either directly or indirectly, solicit for employment or employ (except as permitted below) by itself (or any of its Affiliates) any employee of the other party (or any of its Affiliates) who was involved

in the performance of the party's obligations under the 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 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.



## **Schedule B – CGI Collections Solution Access Terms.**

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

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### **1. Client Access to and Use of the CGI Collections Solution**

#### **1.1. Access to and Acceptance of the Solution**

Subject to Client having entered into an Order for the CGI Collections Solution and met its payment obligations with respect to the applicable Subscription Fees, CGI hereby grants to Client a limited, non-exclusive, non-transferable right to access and use the CGI Collections Solution exclusively for its own internal business purposes during the term of, and in accordance with the terms of, the Master Agreement.

#### **1.2. Terms and Conditions Governing Client Use of the Solution**

All rights of Client in and to the CGI Collections Solution 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. Changes in Salesforce Terms and Conditions**

Given Client must contract directly with the Salesforce for the platform as described in Section 1 of the Cover Page (Agreement Prerequisites), Client is responsible for making itself knowledgeable concerning, and complying with, such changes in the Salesforce terms and conditions.

Client acknowledges and understands that the Salesforce terms and conditions, including pricing terms, governing the hosting of the CGI Collections Solution may be subject to change by Salesforce. If CGI becomes aware that any such Salesforce change may affect Client's use of the CGI Collections Solution or the price to the Client, the parties agree to enter the Change Order Process in order to comply with such changes.

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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 Internet-facing firewalls



of the CGI Collections Solution. Client is responsible for the availability of Client's network and dependent services (e.g. power) used for accessing the CGI Collections Solution. CGI is not responsible or liable for Client's use of the CGI Collections Solution, 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.

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### **3. CGI Right to Make Changes to the CGI Collections Solution**

CGI may make any changes in the CGI Collections Solution that CGI determines in its sole discretion to be necessary or appropriate, including but not limited to changes in the application software, programming languages, and data communications.

## **Schedule C – CGI Collections Solution Support Services**

This Schedule C specifies the CGI Collections Solution support and other benefits CGI provides to Client as part of the CGI Collections Support Program except as modified by the applicable Order.

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### **1. Support Program Fundamentals**

#### **1.1. CGI Collections Solution Updates**

As part of the Support Program CGI will provide Client with CGI Collections 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 Collections Solution defects. CGI Collections Updates may require additional set-up, configuration, and/or adjustments to Bundled Applications possibly requiring the Change Order process. Updates may include:

- 1.1.1. Feature Sets
- 1.1.2. Patches
- 1.1.3. Salesforce Release Updates

#### **1.2. CGI Collections 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:

- 1.2.1. Standard Hours of Operation. CGI Support Center personnel are available 8am ET to 9pm ET on Business Days.
- 1.2.2. Access Methods. The phone number is 800.321.0267. The secure web site available 24/7 is <https://sc.cgi.com/solutionssupport/>.
- 1.2.3. Ticketing System. CGI provides an automated Ticketing System to manage delivery of the CGI Collections Solution to Client, such as tracking of Incidents, Issues, and Requests.

#### **1.3. Support Locations**

CGI provides Services remotely or from CGI or third party supplier locations.

#### **1.4. Change Order Process**

The parties will employ the Change Order Process to address changes to the Services, such as:

- 1.4.1. Changes required to achieve compliance with revised Client policies and standards after the Effective Date;
- 1.4.2. Client requests for new initiatives or Services;
- 1.4.3. Additional reporting, measurement, or use of Client-specific tools and technologies by CGI; and

#### 1.4.4. Procurement of additional environments

#### 1.5. **Sensitive Data**

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

## 2. **Written Deliverables**

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

No.	Written Deliverable	Written Deliverable Description
1	Configuration and Administration Workbook	The Configuration and Administration Workbook captures the configurations included in a client's implementation of the CGI Collections Solution. The workbook is comprised of instructions necessary to augment the self-documented solution for application specific configurations, batch jobs, data objects and for the purposes of system administration.
2	User Playbook	The User Playbook is a reference guide with instructions for the business processes included in a client's implementation of the CGI Collections Solution. The User Playbook provides a user view of the pages, data, and navigation of the solution.
3	Data Dictionary	The Data Dictionary documents for a client's implementation of the CGI Collections Solution the objects, the relationship between the objects, the data elements, standard definitions, format, and allowable values.

## 3. **Project Services and Party Responsibilities**

All CGI Services, associated Services fees, individual Deliverables, the review and acceptance process of such Deliverables, and each party's respective responsibilities as it relates to pre-Go-Live and post-Go-Live efforts will be further detailed in individual Statement(s) of Work mutually agreed to by the parties and incorporated into the Master Agreement upon execution.



## Schedule D – CGI Collections Solution Warranty Program

This Schedule D specifies the terms and conditions applicable to the CGI Collections Solution Warranty Program and addresses warranty for the Solution, Project Services, and Client Warranty.

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### 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 Warranty

Each party will comply with all laws and regulations applicable to performance of its obligations under the Master Agreement.

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### 2. Solution Warranties

#### 2.1. CGI Collections Solution Warranty

CGI warrants that during the term of each Order for Services the Collections Solution will perform substantially in accordance with applicable Documentation and that the Solution 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 Collections Solution functionality at no additional charge to the Client, provided that Client provides written notice to CGI of the nonconformance in sufficient detail to allow CGI to replicate the underlying Incident no later than thirty (30) calendar days after the nonconformance 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, 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. Solution Warranty Exclusions

2.3.1. CGI is not responsible for any claimed breaches of the Solution warranties caused by:

2.3.1.1. Modifications made to the Solution or Service by anyone other than CGI and its subcontractors working at CGI's direction;

2.3.1.2. Combination, operation or use of the Solution or Service with other items or services CGI did not supply;

- 2.3.1.3. Client failure to use any new or corrected versions of the Solution or Service made available by CGI;
- 2.3.1.4. Client's misuse of the Solution or Service;
- 2.3.1.5. CGI's adherence to Client specifications or instructions;
- 2.3.1.6. Delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the Internet;
- 2.3.1.7. Any failure arising from a Force Majeure that is excused under the Master Agreement; or
- 2.3.1.8. Any third party or open source components used in conjunction with the CGI Collections Solution.
- 2.3.2. 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.
- 2.3.3. CGI does not itself give or make any warranty of any kind with respect to third-party software, hardware or equipment, or services provided by the Salesforce platform or other services provided by Salesforce.

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### 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, 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 under the Agreement, and that such use by CGI will not cause a breach of any third party agreement, or violate any third party intellectual property right or applicable law or regulation.

#### 3.3. Client Data and Use of Solution Warranty

Client warrants that Client Data and Client's use of the Solution will comply with the restrictions specified in Schedule B Section 2.

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### 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.

TEMPLATE

## Schedule E – CGI Collections Data Security Program

This Schedule E specifies the terms and conditions applicable to the handling of Client Data associated with the Project Services, and the division of responsibilities between the Parties for security services.

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### 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.

#### 1.2. Accessing/Processing Client Data

Personnel, Affiliates, and 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.



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 by Client in writing to CGI;
- 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 Collections Solution.

#### **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 and associated passwords that will enable Client and its Authorized Users to access the CGI Collections Solution. 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 CGI Collections Solution, 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 Collections Solution, including all applicable terms of use of the Salesforce platform. 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 Collections Solution and that, if such access is obtained, Client will immediately notify the appropriate CGI point of contact via secure means, cease all unauthorized access, return all CGI or third party information obtained as a result of such unauthorized access, and safeguard any CGI or third party 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 Collections Solution.

#### **1.7. Collections Solution Access**

- 1.7.1. CGI Collections Solution Authorized User access will be managed by Client.

## Schedule F – CGI Collections Project Services Terms

This Schedule F specifies additional terms applicable to Project Services provided pursuant to the Master Agreement.

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### 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 G (Glossary).
- 1.1.3. Describe in detail the services delivery methodology identified in the 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 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.

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### 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 performance of the Project 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. 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, CGI will be entitled to an equitable adjustment in the schedule for performance and the compensation otherwise payable to it under the applicable Statement(s) of Work. In such event, the parties will mutually agree upon a Change Order documenting the adjustments.

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### **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 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 three (3) 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 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.



## Schedule G – CGI Collections Master Agreement Glossary

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

Term	Definition
<b>Acceptance Period</b>	The period of time during which Client has the opportunity to review a Written Deliverable as part of the Acceptance Process.
<b>Acceptance Test Period</b>	The period of time during which the Client has the opportunity to conduct Acceptance Testing.
<b>Acceptance Test or Acceptance Testing</b>	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.
<b>Acceptance Process</b>	The process for acceptance of Deliverables specified in Schedule F.
<b>Affiliate</b>	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).
<b>Agreement</b>	The CGI Collections Powered by Salesforce Master Agreement entered into by the parties on the Effective Date.
<b>Authorized User</b>	Client employees, vendors, or others authorized to use the CGI Collections Solution in accordance with the Master Agreement.
<b>Breach</b>	A material failure of a party to perform a fundamental obligation under the Master Agreement.
<b>Bundled Applications</b>	A third party or open source software product that is not owned by CGI, but is required for use with the CGI Collections Solution and provided by a third party supplier pursuant to the Agreement, together with any documentation and other related materials for the Bundled Applications.
<b>Business Days</b>	Monday through Friday, except CGI Holidays.
<b>Business Hours</b>	9am to 5pm in the Client’s time zone on Business Days.
<b>CGI Collections Solution or Solution</b>	The CGI Collections for Government™ software application hosted on the Salesforce platform
<b>CGI Holidays</b>	New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the Friday after Thanksgiving Day, and Christmas Day.
<b>CGI Materials</b>	Individually or collectively, all components of the CGI Collections Solution, and all intellectual property rights in and to the CGI Collections Solution, 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 Collections Solution.
<b>CGI Solutions Support Center</b>	The CGI organization dedicated to supporting the Solution in accordance with the Master Agreement.
<b>Change Order</b>	A mutually agreed written amendment effectuating changes to the Services or other particulars of the Master Agreement Schedules and Statements of Work.
<b>Change Order Process</b>	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.
<b>Client Data</b>	Data provided by Client or Client's Authorized Users that is stored or processed in the CGI Collections Solution pursuant to the Master Agreement.
<b>Client Materials</b>	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.
<b>Confidential Information</b>	"Confidential Information" has the meaning set forth in the Master Agreement.
<b>Critical Issue</b>	See definition of Issue Severity.
<b>Customization</b>	A modification, alteration, enhancement, or addition to the CGI Collections Solution specifications, functions, code, and/or interfaces that has been done specifically by CGI for the Client's implementation. Customizations to the system as of contract signing are documented in the Order.
<b>Deliverable</b>	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.
<b>Developed Materials</b>	Deliverables and any other works that CGI develops for Client under a Schedule or Statement of Work. Developed Materials do not include CGI Materials.
<b>Documentation</b>	Solution user guides and specifications, which are available for download on the CGI website, which may be updated by CGI from time to time.
<b>Effective Date</b>	The date on which the parties initially entered into the Agreement.
<b>Exfiltration</b>	"Exfiltration" has the meaning set forth in the Master Agreement.
<b>Exposure</b>	"Exposure" has the meaning set forth in the Master Agreement.
<b>Federal Tax Information or FTI</b>	Federal Tax Information as defined in IRS Publication 1075.
<b>Force Majeure or Force Majeure Event</b>	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/pandemics 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.										
<b>Go-Live or Go-Live Date</b>	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.										
<b>Issue</b>	A deviation in function of a CGI Collections Solution from its licensed Documentation.										
<b>Issue Severity</b>	<p>Contractual categories of Issue severity, designated "Critical," "Serious," "Moderate," and "Minor" as defined below:</p> <table> <tr> <th>Issue Severity</th><th>Definition</th></tr> <tr> <td><b>Critical Issue</b></td><td>An Issue causing critical impact to Client's business operations, for which no workaround is immediately available. Use of the Collections Solution cannot continue.</td></tr> <tr> <td><b>Serious Issue</b></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 Collections Solution are affected such that there is a significant impact to Client's business operations.</td></tr> <tr> <td><b>Moderate Issue</b></td><td>An Issue that impairs some functionality of the Collections Solution for which a practical workaround exists such that there is not a material impact to Client's business operations.</td></tr> <tr> <td><b>Minor Issue</b></td><td>An Issue that does not affect production functions of the Collections Solution and are generally of a cosmetic or similarly immaterial nature.</td></tr> </table>	Issue Severity	Definition	<b>Critical Issue</b>	An Issue causing critical impact to Client's business operations, for which no workaround is immediately available. Use of the Collections Solution cannot continue.	<b>Serious Issue</b>	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 Collections Solution are affected such that there is a significant impact to Client's business operations.	<b>Moderate Issue</b>	An Issue that impairs some functionality of the Collections Solution for which a practical workaround exists such that there is not a material impact to Client's business operations.	<b>Minor Issue</b>	An Issue that does not affect production functions of the Collections Solution and are generally of a cosmetic or similarly immaterial nature.
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<b>Minor Issue</b>	An Issue that does not affect production functions of the Collections Solution and are generally of a cosmetic or similarly immaterial nature.										
<b>Malicious Code</b>	"Malicious Code" has the meaning set forth in the Master Agreement.										
<b>Master Agreement</b>	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.										
<b>Minor Issue</b>	See definition of Issue Severity.										
<b>Moderate Issue</b>	See definition of Issue Severity.										
<b>Nonconformity</b>	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.										
<b>Ongoing Phase</b>	The phase of Services delivery following Go-Live.										
<b>Order</b>	An Order for Services under the Master Agreement substantially in the form of the Order included in Attachment E.										
<b>Patch or Patches</b>	Correction to the CGI Collections Solution identified by the client community, often addressing Critical or Serious Issues identified by one or more clients or Regulatory Updates.										
<b>Patch Cadence</b>	The frequency of CGI issuance of Patches as part of the CGI Collections Solution updates.										
<b>Patch Cadence Environment</b>	The internal CGI Collections Solution environment into which CGI initially implements Patches for testing prior to deploying to a Client environment.										

<b>Patch Set</b>	Compilation of Patches.
<b>Pre-Go-Live Phase or Pre-Go-Live</b>	The phase of Services delivery preceding and including Go-Live as further described in a Statement of Work.
<b>Project Management Plan</b>	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.
<b>Project Schedule</b>	The schedule for performance of Project Services and execution of associated Client responsibilities pursuant to a Statement of Work or Project Management Plan.
<b>Project Services</b>	CGI Services provided pursuant to a Statement of Work, such as initial set-up, Transition Services, training, and pre-Go-Live or post-Go-Live consulting services.
<b>Prompt Payment Act</b>	A law enacted in order to ensure that companies transacting business with the Government are paid in a timely manner.
<b>Protected Health Information or PHI</b>	“Personal Health Information” has the meaning set forth in the Master Agreement.
<b>Personally Identifiable Information or PII</b>	“Personally Identifiable Information” has the meaning set forth in the Master Agreement.
<b>Punch List</b>	A final written list Reporting any outstanding Nonconformities in a Software Deliverable.
<b>Regulatory Update</b>	Compilation of updates to the CGI Collections Solution to comply with various regulatory entities.
<b>Request</b>	A written, reported Client request that is not an Issue.
<b>Report, Reporting, and Reported</b>	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.
<b>Salesforce</b>	Salesforce.com, Inc. that Client must contract directly with prior to this Agreement in order to provide the platform on which the CGI Collections Solution will be deployed.
<b>Security Incident</b>	“Security Incident” has the meaning set forth in the Master Agreement.
<b>Serious Issue</b>	See definition of Issue Severity.
<b>Sensitive Data</b>	Personally Identifiable Information, PHI, FTI, and any other Client Confidential Information and CGI Confidential Information.
<b>Services or Service</b>	Collectively, the Solution, Project Services and/or Services further detailed in a Statement of Work.

<b>Software Deliverable</b>	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.
<b>Solution</b>	See CGI Collections Solution above.
<b>Specifications</b>	A mutually agreed document specifying the functions to be performed by a Software Deliverable.
<b>Statement of Work</b>	A document issued pursuant to the Master Agreement 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.
<b>Subscription Fees</b>	The fees specified in the Order
<b>Subscription Period</b>	The annual period specified in the Order within the Agreement term during which CGI provides Services to Client.
<b>Support Center</b>	See CGI Solutions Support Center.
<b>Support Program</b>	The CGI Collections Program specified in Schedule C.
<b>Technical Run Book</b>	A standard Written Deliverable described in Schedule C.
<b>Ticketing System</b>	The automated system provided by CGI to manage delivery of the Services to Client, such as tracking of Issues, and Requests.
<b>Transition Period</b>	The period preceding expiration of the Agreement during which CGI provides Transition Services pursuant to a Statement of Work.
<b>Transition Services</b>	Project Services provided by CGI under a Statement of Work to help facilitate transition of CGI Collections Solution back to Client or another contractor during the Transition Period.
<b>User Guide</b>	A standard Written Deliverable described in Schedule C.
<b>Written Deliverable</b>	A document designated in the applicable Statement of Work as a “Deliverable,” such as a report, plan, or design.