



**APPENDIX G TO DIR CONTRACT NO. DIR-TSO-2567**  
**MANAGED SERVICES AGREEMENT**

This is a Managed Services Agreement (“Agreement”) dated as of \_\_\_\_\_ (the “Effective Date”) by and between \_\_\_\_\_ (“Customer”), a \_\_\_\_\_ having a place of business at \_\_\_\_\_, and CGI Technologies and Solutions Inc. (“CGI”), a Delaware corporation having its principal place of business at 11325 Random Hills Road, Fairfax, Virginia, 22030.

This Agreement provides the general terms and conditions under which CGI will provide certain managed information and related technical services to Customer. Services to be performed by CGI for Customer under this Agreement will be defined in Statements of Work that shall provide specific terms and conditions governing such services (“Services”).

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**1. DEFINITIONS**

Capitalized terms used in the Entire Agreement will have the meanings given below or in the context in which the term is used, as the case may be.

- A.** “Affiliate” of a CGI party means any person or entity that directly or indirectly controls, is controlled by or is under common control with, the party. As used in this definition, “control” means actual or equitable ownership of a majority of the voting securities of an entity (or other securities, partnership interests or means of electing or directing the management of the entity).
- B.** “CGI Materials” shall have the meaning set forth in Section 6.A.
- C.** “CGI System” means, collectively, all of the components of the infrastructure and computing environment used by CGI to perform the Services, whether owned by CGI or its suppliers, including the Managed Application(s), CGI or third party facilities, hardware, operating systems, software applications and associated databases, tables, data and documentation and training materials. “CGI System” excludes Managed Application(s) to the extent the Managed Application is a third party product provided to CGI by Customer.
- D.** “Change Order” means a written amendment to a Statement of Work that is prepared and signed by authorized representatives of both parties.
- E.** “Confidential Information” to the extent consistent with the Texas Public Information Act, means proprietary, confidential, or trade secret information disclosed under this Agreement, as more fully defined in Section 7.
- F.** “Content” means any information, data, and any other materials placed by Customer and/or its customers and/or by CGI on the Customer’s behalf onto the CGI System.
- G.** “Entire Agreement” means this Agreement (including its attached Exhibits) and Statements of Work issued under this Agreement, as well as any amendments and Change Orders.
- H.** “Including,” whether or not capitalized, means including, but not limited to.
- I.** “Managed Application(s)” means the proprietary software application(s) listed in the Statement of Work, if any, that will be hosted and operated for use in providing Services to Customer.

- J. “Reimbursable Travel Expenses” means travel expenses incurred by CGI in support of a Statement of Work, as more fully defined in Section 4.D and the applicable Statement of Work.
- K. “Statement of Work” means a document issued pursuant to this Agreement that is prepared and signed by authorized representatives of both parties describing the specific Services that CGI agrees to perform for Customer and providing specific terms and conditions governing such Services. Statements of Work will be in substantially the form of the Statement of Work template attached hereto as *Exhibit A*.
- L. “Withheld,” whether or not capitalized, means withheld, conditioned or delayed.

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## 2. SCOPE

- A. **Services.** This Agreement provides the general terms and conditions on which CGI will provide certain Services to Customer and its Affiliates.
- B. **Authorization to Perform Services.** Each instance in which CGI will perform Services for Customer will be authorized by execution of a Statement of Work. Each such Statement of Work will constitute a separate contract between the signing parties incorporating the terms and conditions of this Agreement and DIR Contract No. DIR-TSO-2567 by reference. Each Statement of Work will describe the Services to be provided under it with specificity. It will also identify the “Statement of Work Manager” for each party who will serve as that party’s principal point of contact with the other party for all matters pertaining to that Statement of Work. Each party may change its Statement of Work Manager from time to time upon written notice to the other. A Statement of Work may amend the terms and conditions of this Agreement as they apply to that particular Statement of Work, but only if the Statement of Work expressly identifies the section(s) of this Agreement that are being amended.
- C. **Affiliates.** An Affiliate of CGI may act as the provider of Services for Customer under a Statement of Work. If an Affiliate of CGI executes a Statement of Work, then for the purposes of that Statement of Work the term “CGI” as used in this Agreement, DIR Contract No. DIR-TSO-2567 and the Statement of Work will be interpreted as a reference to the CGI Affiliate, rather than to CGI itself.

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## 3. PERFORMANCE OF THE SERVICES

- A. **General.** CGI will perform and provide to Customer the Services described in each Statement of Work issued under this Agreement in accordance with the provisions of such Statement of Work. Unless and except to the extent the applicable Statement of Work expressly provides otherwise, Customer shall use the Services only for Customer’s internal business purposes, not for resale or otherwise for the benefit of third parties.
- B. **Service Levels.** CGI will perform the Services in a manner that meets or exceeds any applicable Service Levels set forth in a Service Level Agreement attached to the Statement of Work authorizing the Services. For any failure of the Services to meet or exceed the applicable Service Levels, Customer’s remedy shall be as specified in the Service Level Agreement. Such remedy will be Customer’s sole and exclusive financial remedy and CGI’s sole and exclusive obligation and liability in respect of such failure. For clarification, such remedy does not negate or limit customer’s other rights under the DIR Contract No. DIR-TSO-2567, including its right to declare default and to terminate.
- C. **Use of Third Party Suppliers.** Customer 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 suppliers. Unless specifically indicated



otherwise, CGI shall nevertheless be responsible to Customer for performance of the Services based on the use of such Affiliates or third party suppliers.

- D. **Right to Make Changes to the CGI System.** CGI may make any changes in the CGI System used in performing the Services that CGI determines in its sole discretion to be necessary or appropriate, including changes in facilities, computer hardware, systems and/or applications software, programming languages, data communications, and location of systems and service equipment. CGI will provide prior notice (or, in the event of an emergency, prompt notice after the occurrence of such emergency) if CGI believes such changes have a reasonable likelihood of adversely affecting Customer's use of the CGI System.
- E. **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 Services. Proposed changes will not become effective unless set out in a written Change Order executed by both parties.

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#### 4. COMPENSATION

- A. **Services Fees.** All fees shall be charged at the rates set forth in Appendix C of DIR Contract No. DIR-TSO-2567. Each Statement of Work will state the prices and method of invoicing for the Services to be provided under it.
- B. **Invoices.** All invoicing shall be in accordance with Section 8.I. of Appendix A of DIR Contract No. DIR-TSO-2567. Customer will be billed monthly in advance of the provision of Services for monthly recurring charges. For non-recurring charges, CGI will submit invoices to Customer for Services and Reimbursable Travel Expenses monthly in arrears or as otherwise provided in the applicable Statement of Work. Invoices for any other amounts due hereunder will be submitted to Customer as the amounts come due. CGI will submit invoices to the address specified in the Statement of Work or, if no address is specified, to Customer's Statement of Work Manager. Each invoice will identify the Statement of Work to which it relates. For any Services performed on a time and materials basis, the invoice will also state the total number of hours worked during the billing period, broken down by billable labor category.
- C. **Reimbursable Travel Expenses.** All travel expenses shall be reimbursed in accordance with Section 8.F. of Appendix A of DIR Contract No. DIR-TSO-2567 and shall be approved in writing by the Customer prior to being incurred.
- D. **Taxes.** As per Section 151.309, Texas Tax Code, governmental Customers under this Agreement are exempt from the assessment of State sales, use and excise taxes. Further, governmental Customers under this Agreement are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j).
- E. **Payment Terms.** All fees and expenses are to be paid to CGI in United States Dollars, by electronic funds transfer to an account designated by CGI or by check sent to CGI Technologies and Solutions Inc. c/o Bank of America at 15038 Collections Center Drive, Chicago, IL 60693. Customer should direct any questions regarding wire transfer transactions to CGI Treasury Operations at 703-267-5400. All payments shall be in accordance with Section 8.J. of Appendix A of DIR Contract No. DIR-TSO-2567.

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#### 5. CERTAIN CUSTOMER RESPONSIBILITIES

- A. **Customer Responsibilities.** Customer will be responsible for the timely performance of its responsibilities as set forth in a Statement of Work issued under this Agreement.

- B. Customer Data and Information.** Whenever CGI's performance of the Services is dependent upon Customer's furnishing CGI with a Managed Application, Customer interfaces, connectivity, data, documents, information, materials or approvals, Customer shall 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. Customer is responsible for ensuring that all physical media that Customer 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. Customer is also responsible for the adequacy and accuracy of all data and information that Customer furnishes to CGI and the results obtained therefrom. Customer warrants that any Customer-provided specifications or requirements around which Services are configured will be in compliance with applicable federal, state and local laws and regulations. Customer warrants that it has acquired all necessary licenses and consents from third party vendors for those Customer-provided items required for CGI to perform Services hereunder.
- C. Access to and Use of CGI System.** If it is necessary for Customer to access and use the CGI System in receiving the Services, Customer agrees that use of the portion of the CGI System to which access is given shall be (i) in compliance with the terms of the Entire Agreement and federal, state and local laws and regulations and communications common carrier tariffs applicable to CGI, (ii) solely for Customer's own internal use in receiving the Services, unless otherwise permitted under the Statement of Work, and (iii) for proper business purposes. Customer will not disclose, download, decompile or re-engineer any Managed Application provided by CGI or its licensors and used in the performance of Services. As part of CGI's security measures, it may assign to Customer one or more user or identification codes and associated passwords that will enable Customer and its users to access the CGI System. Customer agrees to maintain the security of its user or identification codes and associated passwords and agrees to be responsible for their proper use by its employees and, where permitted, its contractors. Customer agrees to comply with any rules of operation and security procedures established by CGI for access to and use of the CGI System. Customer agrees that neither it nor its employees or agents will attempt to gain or allow access to any data, files or programs of CGI to which they are not entitled under the Entire Agreement, and that if such access is obtained Customer will immediately report such access to CGI, cease all unauthorized access, return all CGI, third party, or CGI customer information obtained as a result of such unauthorized access, and safeguard any CGI, third party, or CGI customer information obtained as a result of unauthorized access to CGI Confidential Information. Customer will be responsible for the actions of its employees, agents, and permitted contractors in connection with their access to and use or misuse of the CGI System.
- D. Content.** Customer warrants that (i) the Content does not and will not contain unlawful, discriminatory, libelous, harmful, or obscene material of any kind and does not and will not violate any right of privacy or publicity, (ii) the Content transmitted during the term of this Agreement and the use of the CGI System pursuant to the Entire Agreement will not encourage conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international laws, codes, ordinances or regulations, and (iii) Customer shall not attempt to gain unauthorized access to other computer systems, any application/service for which Customer has not paid fees to use, or data and information belonging to others that is also hosted on the CGI System. Customer warrants that it will not propagate computer worms, disabling

codes or viruses or use the CGI System to make unauthorized entry into any other computer or machine.

- E. Compliance with Laws.** Except as expressly provided in a Statement of Work, Customer shall be solely responsible for ensuring that the Services will comply with all laws, rules, and regulations and decisions imposed by any jurisdiction in which the Services are received or used.

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## 6. PROPRIETARY RIGHTS

- A. Ownership.** CGI (or its licensors or suppliers, as the case may be) will retain ownership of all components of the CGI System, excluding any Customer-provided Managed Application, and all intellectual property rights in and to the CGI System, and to all other proprietary rights, materials, work products or assets that are employed or developed in providing the Services, including any successors, updates, extensions, derivatives, translations or enhancements of any of the foregoing (in whole or in part, collectively referred to as the “CGI Materials”). Except as permitted by the Entire Agreement or as CGI may agree in writing in advance, Customer will not copy or use any CGI Materials in any way that is not authorized by the Entire 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 Customer are and will remain the property of CGI (or its licensors). Customer 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.
- B. Grant of Limited License to CGI.** Customer hereby grants to CGI during the term of the applicable Statement of Work a nonexclusive, nontransferable, limited right and license to access, display, reproduce, process and otherwise use, in compliance with the Entire Agreement and for the sole purpose of performing the Services for Customer, the Customer-provided Managed Application(s), and any Content furnished to CGI by or on behalf of Customer. As between CGI and Customer, Customer will retain ownership of all such Content.
- C. Reservation of Rights.** Neither CGI nor Customer will be prevented from using in its business 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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## 7. NONDISCLOSURE

- A. “Confidential Information”.** “Confidential Information” means, to the extent consistent with the Texas Public Information Act, non-public information 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 Entire Agreement (including information exchanged in contemplation of entering into the Entire Agreement): (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. Confidential Information also includes the Entire Agreement, CGI Materials, the CGI System, and the Customer-provided Managed Application(s), whether or not marked as such.

- B. Exclusions.** “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 Entire Agreement; (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 law, securities, tax or other regulations.
- C. Standard of Care.** “Confidential Information” will remain the property of the furnishing party, and the receiving party will not be deemed by virtue of the Entire 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. The receiving party agrees, to the extent allowed by the Texas Public Information Act: (i) to hold the furnishing party’s Confidential Information in strict confidence, affording the furnishing party’s Confidential Information at least the same level of protection against unauthorized disclosure or use as the receiving party normally uses to protect its own information of a similar character, but in no event less than reasonable care; (ii) to limit disclosure of the furnishing party’s Confidential Information to personnel having a need to know the information for the purposes of the Entire Agreement; (iii) not to disclose any such Confidential Information to any third party; (iv) to use the furnishing party’s Confidential Information solely and exclusively in accordance with the terms of the Entire Agreement in order to carry out its obligations and exercise its rights under the Entire Agreement; (v) not to sell, rent, lease, transfer, encumber, pledge, reproduce, transmit, modify, reverse engineer, compile, disassemble or otherwise use any Confidential Information of the disclosing party, in whole or in part, and (vi) to notify the furnishing party promptly of any unauthorized use or disclosure of the furnishing party’s Confidential Information and cooperate with and assist the furnishing party in every reasonable way to stop or minimize such unauthorized use or disclosure.
- D. Compelled Disclosure.** If the receiving party receives a subpoena or other valid administrative or judicial notice requesting the disclosure of the furnishing party’s Confidential Information, the receiving party will promptly notify the furnishing party. If requested, the receiving party will provide reasonable cooperation to the furnishing party in resisting or limiting the disclosure at the furnishing party’s expense. Subject to its obligations stated in the preceding sentence, the receiving party may comply with any binding subpoena or other process to the extent required by law, but will in doing so make every effort to secure confidential treatment of any materials disclosed.
- E. Return or Destruction.** Upon termination or expiration of this Agreement, the receiving party, at the furnishing party’s option, will return or certify as destroyed, as allowed under applicable records retention laws and policies, all Confidential Information of the furnishing party that the receiving party does not possess under a valid license; provided that CGI may retain one (1) copy of all of its work products (including working papers) produced under the Entire Agreement for archival purposes.
- F. Relief.** 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. To the extent authorized by Texas Law and Constitution, the furnishing party may seek appropriate injunctive relief and other measures restraining further attempted or threatened breaches of such obligations.

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## 8. LIMITED WARRANTY AND REMEDY FOR BREACH OF WARRANTY

- A. **Services Warranty.** CGI warrants, for a period of thirty (30) days after performance of Services provided on a non-recurring basis, that such Services will be performed in a workmanlike manner consistent with industry standards reasonably applicable to the performance of such Services. If Customer believes there has been a breach of this warranty, it 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's sole obligation, and Customer's exclusive remedy, will be for CGI to correct or re-perform, at no additional charge, any affected Services to cause them to comply with this warranty. However, if CGI is unable to correct a breach of this warranty after repeated efforts, Customer will also be entitled to receive an equitable adjustment in the CGI charges (up to the total amount of such charges under the applicable Statement of Work) for the Services in question to reflect any reduction in the value of the Services as a result of the uncorrected breach of warranty.
- B. **Service Level Warranty.** CGI warrants that the Services will be performed in a manner that meets or exceeds the applicable Service Levels (if any) set forth in a Service Level Agreement included as part of a Statement of Work. If CGI fails to meet the defined Service Levels, CGI's sole obligation and Customer's exclusive remedy shall be as set forth in the Service Level Agreement.
- C. **Non-Infringement.** CGI warrants that Customer's access to any CGI-provided Managed Application(s), will not, to CGI's knowledge, infringe any third party copyrights, patents or trade secrets that exist on the Effective Date and that arise or are enforceable under the laws of the United States of America.
- (1) If a third party brings an action against Customer making allegations that, if true, would constitute a breach of this warranty, then CGI will, at its own expense and subject to the infringement indemnity provisions of Section 10.A.of Appendix A of DIR Contract No, DIR-TSO-2567, defend, indemnify and hold Customer harmless in such proceeding, and CGI will pay all settlements, costs, damages and legal fees finally awarded.
  - (2) If such a proceeding is brought or appears to CGI to be likely to be brought, CGI may, at its sole option and expense, either obtain the right for Customer to continue to access the Managed Application(s) or replace or modify the Managed Application(s) to resolve such proceeding. If, after exercising prompt and diligent efforts to accomplish the foregoing options, CGI finds that neither of these alternatives is available to it on commercially reasonable terms, CGI may be required to terminate Customer's access, in which case Customer will receive a refund of the amounts pre-paid by it for the particular Services that are not provided as a result of such terminated access. If CGI terminates customer's access due to infringement claims then, regardless of any other provision of this agreement or the DIR Contract No. DIR-TSO-2567, CGI will be liable for all damages suffered by customer from the termination of access.

The foregoing shall not apply to Open Source software. This Section 8.C states CGI's entire obligation to Customer and Customer's exclusive remedy with respect to any claim of infringement.

- D. **Exclusions.** CGI is not responsible for any claimed breaches of the foregoing warranties caused by: (i) modifications made to the Services by anyone other than CGI and its subcontractors working at CGI's direction; (ii) the combination, operation or use of the item with other items CGI did not supply; (iii) Customer's failure to use any new or



corrected versions of the item made available by CGI; (iv) Customer's misuse of the Service; (v) CGI's adherence to Customer's specifications or instructions; or (vi) any excused failure described in Section 14.D.

E. **Disclaimer.**

CGI DOES NOT GUARANTEE THE ACCURACY OF ANY ADVICE, REPORT, DATA OR OTHER PRODUCT DELIVERED TO CUSTOMER THAT IS PRODUCED WITH OR FROM DATA OR SOFTWARE PROVIDED BY CUSTOMER.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INTEGRATION, PERFORMANCE AND ACCURACY AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. CGI DOES NOT WARRANT THAT THE SERVICES OR ACCESS TO THE CGI SYSTEM WILL BE UNINTERRUPTED OR THAT THE RESULTS OF THE SERVICES WILL BE ERROR-FREE.

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9. **INDEMNIFICATION**

- A. **Indemnification.** Indemnification shall be in accordance with Section 10.A. of Appendix A of the DIR Contract No. DIR-TSO-2567.

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10. **TERM AND TERMINATION**

- A. **Term.** This Agreement will commence on the Effective Date and will continue until the expiration or termination of all Statements of Work issued under this Agreement.
- B. **Termination.** Termination shall be in accordance with Section 11.B. of Appendix A of the DIR Contract No. DIR-TSO-2567.
- C. **Transition Services.** In connection with termination or expiration of any Statement of Work, Customer may request CGI assistance in migrating Customer's processing being performed by CGI under that Statement of Work to the control of Customer or an alternate vendor designated by Customer. Provided Customer is current in its payment to CGI under the Entire Agreement (except for any unresolved payment disputes), CGI will perform reasonable transition services under a separate Statement of Work for a period of up to six (6) months on a time and materials basis at the rates set forth in Appendix C of DIR Contract No. DIR-TSO-2567. During the transition period, CGI will provide Customer a copy of Customer's data in an agreed format, as required for the transition. CGI may provide additional transition services as mutually agreed between the parties. At the end of the transition period, Customer will return to CGI any CGI Materials in Customer's possession or control and cease all access to the CGI System.
- D. **Survival.** Any provision of the Entire Agreement that imposes or contemplates continuing obligations on a party will survive the expiration or termination of the Contract Document in which it is contained. The termination of any particular Statement of Work will not affect the parties' respective rights, duties and obligations under any other Statement of Work then in effect.

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11. **LIMITATION OF LIABILITY AND REMEDIES**

- A. **Limitation of Liability** shall be in accordance with Section 10.K. of Appendix A of the DIR Contract No. DIR-TSO-2567.

**12. RECORDS AND AUDIT**

- A. **Records and Audits** shall be in accordance with Section 9.C. of Appendix A of the DIR Contract No. DIR-TSO-2567.

**13. LAW AND DISPUTES**

- A. **Governing Law.** The Entire Agreement will be governed by the laws of the State of Texas. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas, DIR, or customer.
- B. **Export Control.** Both CGI and Customer agree to comply fully with all relevant export laws and regulations of the United States to ensure that no information or technical data provided pursuant to the Entire Agreement is exported or re-exported directly or indirectly in violation of law.
- C. **Dispute Resolution.** Dispute Resolution shall be in accordance with Section 11.A. of Appendix A of DIR Contract No. DIR-TSO-2567.

**14. GENERAL**

- A. **Governance.** The parties agree that their operational relationship will be governed by the terms of *Exhibit B*.
- B. **Nonexclusive Agreement.** This Agreement does not grant to CGI any exclusive rights to do business with Customer. Customer may contract with other suppliers for the procurement of comparable services. Likewise, nothing in the Entire Agreement will prevent CGI from marketing, developing, using and performing for others services similar to or competitive with the Services furnished to Customer.
- C. **Notices.** Notices shall be in accordance with Section 12.A. of Appendix A of DIR Contract No. DIR-TSO-2567.

In the case of Customer:  _____ _____ _____ Attn: _____ Fax: _____	with a copy of legal notices to:  _____ _____ _____ Attn: _____ Fax: _____
In the case of CGI: CGI Technologies and Solutions Inc. _____ _____ Attn: _____ Fax: _____	with a copy of legal notices to: CGI Technologies and Solutions Inc. 11325 Random Hills Road Fairfax, VA 22030 Attn: Office of General Counsel Fax: (703) 267-7288

- D. **Force Majeure.** Force Majeure shall be in accordance with Section 11.C. of Appendix A of DIR Contract No. DIR-TSO-2567.
- E. **Reasonable Behavior.** Each party will act in good faith in the performance of its respective responsibilities under the Entire 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 Entire Agreement.

- F. **Assignment.** Assignment shall be in accordance with Section 4.D. of Appendix A of DIR Contract No. DIR-TSO-2567.
- G. **Integration.** DIR Contract No. DIR-TSO-2567 and the Entire Agreement constitute the entire agreement between the parties, and supersede all other prior or contemporaneous communications between the parties (whether written or oral), and all other communications relating to the subject matter of the Entire Agreement. The Entire Agreement may be modified or amended solely in a writing signed by both parties. The parties agree that any pre-printed terms contained in Customer's purchase orders, acknowledgments, shipping instructions or other forms, or in CGI's invoices, that are inconsistent with or different from the terms of the Entire Agreement will be void and of no effect even if signed by the party against which their enforcement is sought. In the event of a conflict between any of these documents, DIR Contract No. DIR-TSO-2567 will control.
- H. **Severability.** The provisions of the Entire 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 Entire 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.
- I. **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.
- J. **No Waiver.** Except as otherwise permitted in this Agreement, no failure or delay by a party in exercising any right, power or remedy will operate as a waiver of that right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party. If a party waives any right, power or remedy, the waiver will not waive any successive or other right, power or remedy the party may have under the Entire Agreement.
- K. **Third Party Beneficiaries.** There are no intended third party beneficiaries of any provision of the Entire Agreement.
- L. **Non-solicitation.** During the term of the Entire 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 Entire Agreement, unless the hiring party obtains the written consent of the other party. The foregoing provision will not prohibit a general solicitation of employment in the ordinary course of business or prevent either party from employing any employee who contacts such party as a result of such a general solicitation or at his or her own initiative without any direct or indirect solicitation by or encouragement from such party.
- M. **UCITA.** Notwithstanding anything to the contrary, the parties expressly agree that the provisions of the Uniform Computer Information Transactions Act (UCITA) as enacted under Va. Code Ann. §59.1-501.1 et seq., or as set forth in any other Virginia or other statute of any state, or as may be amended or modified, applicable as of the effective date of this Agreement or thereafter, shall not apply to this Agreement.
- N. **Exhibits.** The following Exhibits referred to in this Agreement and attached hereto are made a part of this Agreement as if fully set out in its text:



- (1) Exhibit A: Statement of Work Template
- (2) Exhibit B: Governance

**O. Counterparts.** The Entire Agreement may be signed in one or more counterparts, each of which will be deemed to be an original and all of which when taken together will constitute the same agreement. Any copy of the Entire Agreement made by reliable means shall be considered an original.

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

**CGI Technologies and Solutions Inc. (CGI)**

\_\_\_\_\_

**(Customer)**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



**EXHIBIT A**  
**STATEMENT OF WORK**

*[TBD]*



**EXHIBIT B**  
**GOVERNANCE**

*[TBD]*