



APPENDIX F TO DIR CONTRACT NO. DIR-TSO-3826
CGI SERVICES AGREEMENT

This is a Services Agreement (“Agreement”) dated as of _____ (the “Effective Date”) by and between _____ (“Customer”), a _____ corporation 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. DIR Contract No. DIR-TSO-3826 and this Agreement provide the terms and conditions on which CGI will provide software development and other technical services to Customer for one or more projects.

1. DEFINITIONS

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

- A. “Affiliate” of a party means any other entity that directly or indirectly controls, or is under common control with, or is controlled by, the party. As used in this definition, “control” means actual or equitable ownership of a majority of the shares (or other securities, partnership interests or means of ownership, as the case may be) of an entity.
- B. “Change Order” means a written amendment to a Statement of Work that is prepared and signed by authorized representatives of both parties.
- C. “Contract Documents” mean this Agreement and all Statements of Work issued under this Agreement, as well as any amendments or Change Orders to any of them.
- D. “Deliverables” mean any materials to be developed by CGI that are designated in a Statement of Work as being subject to a formal acceptance process upon delivery to Customer. Deliverables may be either Written Deliverables or Software Deliverables.
- E. “Project Plan” means a document that states in detail the responsibilities of and tasks for each party under a particular Statement of Work. The Project Plan, at the time of creation, will be incorporated by reference and made part of the applicable Statement of Work. The Project Plan will be updated from time to time as mutually agreed by the parties, and will supersede all prior Project Plans for the applicable Statement of Work.
- F. “Services” mean the software development and other technical services provided by CGI pursuant to a Statement of Work.
- G. “Software Deliverables” mean Deliverables that are operational software (either a completed system or any module, subsystem or release).
- H. “Specifications” mean a mutually agreed upon document that describes with particularity the functions to be performed by a Software Deliverable and that is designated in the Statement of Work under which the Software Deliverable is being developed as the specifications for that Software Deliverable.
- I. “Statement of Work” means a document describing the Services that CGI agrees to perform for Customer. Each Statement of Work will be substantially in the form attached as *Exhibit A* and signed by authorized representatives of both parties.
- J. “Written Deliverables” mean Deliverables that are documents, such as reports, system designs or documentation.

2. SCOPE OF WORK

- A. **Authorization to Perform Services.** Each separate project or CGI work assignment will be authorized by the execution of a Statement of Work. Each Statement of Work will constitute a separate contract between the signing parties incorporating the terms and conditions of DIR Contract No. DIR-TSO-3826 and this Agreement by reference. 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) that are being amended.
- B. **Affiliates.** An Affiliate of Customer may order Services from CGI and/or an Affiliate of CGI may agree to provide the Services for Customer under a Statement of Work. If an Affiliate of Customer executes a Statement of Work, then for the purposes of that Statement of Work the term “Customer” as used in this Agreement and the Statement of Work will be interpreted as a reference to Customer’s Affiliate, rather than to Customer itself. 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 and the Statement of Work will be interpreted as a reference to the CGI Affiliate, rather than to CGI itself.
- C. **Statement of Work Managers.** Each Statement of Work will identify the “Statement of Work Manager” for each party, who will be authorized to give or obtain all information, decisions and approvals for that Statement of Work.

3. COMPENSATION

- A. **Services Fees.** The Statement of Work will state the method of payment for the Services. If no method of payment is stated in the Statement of Work, payment for the Services will be on a time and materials basis in accordance with Appendix C of DIR Contract No. DIR-TSO-3826.
 - (1) **Time and Materials Basis.** Charges for all Services performed on a time and materials basis will be invoiced in accordance to Appendix A, Section 8I of DIR Contract No. DIR-TSO-3826. The rates set forth in a Statement of Work are effective through the end of the period specified in the Statement of Work or, if no such period is specified, through the end of the calendar year in which the Statement of Work is executed, after which CGI may change the applicable rates once every twelve (12) months upon DIR approval.
 - (2) **Fixed-Price Basis.** Charges for Services performed on a fixed-price basis will be based on the fixed-price specified in the Statement of Work
- B. **Invoices.** CGI will submit invoices to Customer for Services and Reimbursable Expenses, in the period following the performance of the Services. Invoices for any other amounts will be submitted to Customer as the amounts come due. CGI will address invoices as specified in the Statement of Work or, if no address is specified, to the 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 by billable labor category.
- C. **Reimbursable Expenses.** “Reimbursable Expenses” mean incidental expenses reasonably incurred by CGI in performing its obligations under the Contract Documents, including without limitation courier, document duplication, postage, long-distance telephone charges, pre-approved travel and living expenses in accordance to the Texas Travel Management Guide issued by the Comptroller of Public Accounts, and charges for any

non-routine supplies and equipment called for in a Statement of Work or approved by Customer.

- D. **Taxes.** Taxes will be handled in accordance to Appendix A, Section 8E of DIR Contract No. DIR-TSO-3826.
- 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 Bank of America, c/o CGI Technologies and Solutions Inc. at 12907 Collections Center Drive, Chicago, IL 60693. CGI's invoices are due and payable in accordance to Appendix A, Section 8J of DIR Contract No. DIR-TSO-3826. Customer must pay all undisputed amounts on the invoice within the agreed payment period and promptly notify CGI of the specific amount in dispute and the reasons why it disputes the amounts. CGI and Customer will work together in good faith to resolve any timely disputed amount in a prompt and mutually acceptable manner. If a disputed amount is not resolved within thirty (30) days after the original payment due date receipt, the parties will resolve such dispute as provided in Appendix A, Section 11A of DIR Contract No. DIR-TSO-3826.
- F. **Customer Personnel, Facilities and Resources.** Customer will provide CGI with timely access to appropriate Customer personnel and will arrange for CGI personnel to have suitable and safe access to Customer's facilities and systems. Customer will also provide suitable office space and associated resources for CGI personnel working on-site, including all necessary computing and office support resources, and will undertake any other responsibilities described in the Statement of Work. The Statement of Work or the Project Plan will also specify any tasks or activities for which Customer is responsible and, if applicable, those tasks or activities that will be performed jointly by Customer and CGI.
- G. **Approvals and Information.** Customer will respond promptly to any CGI request to provide information, approvals, decisions or authorizations that are reasonably necessary for CGI to perform the Services in accordance with the Statement of Work. If neither the Statement of Work nor the associated Project Plan specify a period for Customer's response, CGI will specify a reasonable time period in the context of the project schedule. CGI's request may also describe the course of action CGI intends to follow if it does not receive a timely response from Customer, which may include suspension of the affected Services. CGI will be entitled to follow the described course of action in the absence of a timely response from Customer. Any subsequent change requested by Customer will be subject to mutual agreement and may result in a Change Order.
- H. **Use and Verification.** Customer is responsible for the results of using the software, hardware, equipment, Services and Deliverables in its business operations. Customer is also responsible for independent verification and testing of such results prior to using them in its business.

4. CHANGE ORDERS

- A. **Changes to Statements of Work.** Either party may propose changes to the scope or time schedule of the Services under 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 schedule for performance of the Services. The parties will mutually agree upon any proposed changes, including resulting equitable adjustments to costs and schedules for the performance of the Services. The agreed changes will be documented in one or more Change Orders.
- B. **Customer Delays.** If action or inaction by Customer, or its suppliers' failure to perform their responsibilities in a timely manner, prevents CGI from or delays CGI in performing

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

- C. **Effect on Statement of Work Prices.** Amounts payable pursuant to Change Orders will be in addition to any fixed prices or funding limitations on time and materials charges or Reimbursable Expenses.

5. NOT AN EXCLUSIVE AGREEMENT

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. Customer makes no commitment for any minimum or maximum amount of Services to be purchased under this Agreement. Likewise, nothing in this Agreement will prevent CGI from marketing, developing, using and performing services or products similar to or competitive with the services and products furnished to Customer.

6. PROPRIETARY RIGHTS

Intellectual Property will be handled in accordance to Appendix A, Section 5 of DIR Contract No. DIR-TSO-3826.

7. NONDISCLOSURE

Customer and CGI agree that in connection with the performance of their respective obligations hereunder, each party may have access to the Confidential Information of the other party. The follow terms will apply to such access.

- A. **“Confidential Information”.** To the extent allowable under the Texas Public Information Act, “Confidential Information” means information belonging to or in the possession of a party which is confidential or a trade secret and is furnished or disclosed to the other party: (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.
- 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 Contract Documents; or (iv) is independently developed by the receiving party without reference to the furnishing party’s Confidential Information.
- 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 Contract Documents or any access to the furnishing party’s Confidential Information to have acquired any right, title or interest in or to the Confidential Information. The receiving party agrees: (i) to afford the furnishing party’s Confidential Information at least the same level of protection against unauthorized disclosure or use as the receiving party normally uses to protect its own information of a similar character, but in no event less than reasonable care; (ii) to limit disclosure of the furnishing party’s Confidential Information to personnel furnished

by the receiving party to perform Services under a Statement of Work or otherwise having a need to know the information for the purposes of the Contract Documents; (iii) not to disclose any such Confidential Information to any third party; (iv) to use the furnishing party's Confidential Information solely and exclusively in accordance with the terms of the Contract Documents in order to carry out its obligations and exercise its rights under the Contract Documents; and (v) 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. 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.
- E. **Return or Destruction.** Subject to record retention laws and policies, upon termination or expiration of this Agreement and all Statements of Work issued under this Agreement, the receiving party, at the furnishing party's option, will return or destroy all Confidential Information of the furnishing party that the receiving party does not possess under a valid license; provided that CGI may retain one (1) copy of all of its work products (including working papers) produced under the Contract Documents for archival purposes.

8. ACCEPTANCE

- A. **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.
- B. **Written Deliverables.** CGI may submit interim drafts of a Written Deliverable to Customer for review. Customer agrees to review and provide comments to CGI on each interim draft within five (5) business days after receiving it from CGI. Customer 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 (the "Acceptance Period"). Customer 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 Customer by the end of the Acceptance Period, the Written Deliverable will be deemed to be accepted. If Customer 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. Upon receipt of a corrected Written Deliverable from CGI, Customer will have a reasonable additional period of time, not to exceed ten (10) business days, to review the corrected Written Deliverable to confirm that the identified and agreed-upon deficiencies have been corrected. Customer will not unreasonably withhold, delay or condition its approval of a final Written Deliverable.

C. **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. As used in this Agreement, “Nonconformity” means 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. At least forty-five (45) days prior to the date on which CGI is scheduled to deliver any Software Deliverable to Customer, Customer 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 Customer, the parties will agree upon the testing procedures for the Software Deliverable (the “Acceptance Tests” or “Acceptance Testing”).

- (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 Customer’s designated site, successfully completed CGI’s installation test and notified Customer that the Software Deliverable is “Ready for Acceptance.” CGI will not be obligated to deliver a Software Deliverable to Customer until Customer demonstrates the readiness of the target technical platform and environment, as described and according to the schedule specified in the Statement of Work.
- (2) Customer will start to perform Acceptance Testing on each Software Deliverable promptly after receiving CGI’s notice that the Software Deliverable is ready for Acceptance. Customer’s Acceptance Testing will consist of executing test scripts from the Acceptance Tests during the Acceptance Test Period. If Customer determines during the Acceptance Test Period that the Software Deliverable contains a Nonconformity, Customer will promptly send CGI a written notice Reporting the alleged Nonconformity. A Nonconformity will be considered “Reported” only if it is described to CGI in sufficient detail to allow CGI to recreate it. CGI will modify the Software Deliverable to remove the Reported Nonconformity and will provide the modifications to Customer for re-testing. Customer will then re-test the modified portions of the Software Deliverable promptly after receiving the modifications from CGI.
- (3) By the end of the Acceptance Test Period Customer will provide CGI with a final written list Reporting any outstanding Nonconformities (the “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 Customer. Customer 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, Customer 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 8.C(3) will be repeated for the remaining Nonconformities on the Punch List.
- (4) CGI and Customer each agrees to work diligently to achieve acceptance of Software Deliverables at the earliest possible date, and Customer 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) Customer gives CGI written notice of acceptance; (ii) Customer

uses the Software Deliverable or any substantial portion of it in live production operations; (iii) the Acceptance Test Period expires without Customer having given CGI the Punch List; or (iv) the re-testing period expires without Customer having Reported any remaining Nonconformities on the Punch List.

- (5) CGI's modifications made pursuant to this Section 8 will be made at no additional charge if the Software Deliverable is being developed under a fixed-price Statement of Work. If the Software Deliverable is being developed on a time and materials basis, CGI's modifications made pursuant to this Section 8 will be made on a time and materials basis.

9. LIMITED WARRANTIES AND REMEDIES FOR BREACH OF WARRANTY

- A. **Quality of Services.** CGI warrants, for a period of thirty (30) days commencing when the Services are performed, that the 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, or terminate the Statement of Work in whole or in part.
- B. **Software Deliverables Produced on a Fixed-Price Basis.** CGI warrants that, during any Warranty Period specified in the applicable Statement of Work (or if no Warranty Period is specified in the Statement of Work, for a period of thirty (30) days from delivery), each Software Deliverable developed on a fixed-price basis and delivered under that Statement of Work will continue to perform the functions described in its Specifications without Defects. As used in this Agreement, "Defect" means a reproducible material deviation of a Software Deliverable from its Specifications. If Customer believes there has been a breach of this warranty, it must notify CGI in writing within the Warranty Period describing the Defect in sufficient detail to enable CGI to recreate it. 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 the Defect at no additional charge, or terminate the Statement of Work in whole or in part.
- C. **Investigation and Correction.** CGI may investigate and correct breaches of warranty at CGI's offices to the extent possible. If Customer requires CGI to travel to Customer's place of business to correct a breach of warranty that could have reasonably been corrected at CGI's place of business, Customer will reimburse CGI for the reasonable pre-approved travel time and Reimbursable Expenses of CGI's personnel in accordance to the Texas Travel Management Guide issued by the Comptroller of Public Accounts. If a reported breach of warranty is attributable to a cause other than a breach of the applicable CGI warranty, then CGI will be entitled to payment for its investigation and correction efforts on a time and materials basis at the rates applicable to the Statement of Work pursuant to Appendix C of DIR Contract No. DIR-TSO-3826.
- D. **Noninfringement.** CGI warrants that any original works of authorship developed by CGI personnel under a Statement of Work, including their use by Customer in unaltered form, 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. Infringement shall be in accordance with Appendix A, Section 10A of the DIR Contract DIR-TSO-3826.

- E. **Exclusions.** CGI is not responsible for any claimed breaches of the foregoing warranties caused by: (i) modifications made to the item in question 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; or (iv) CGI's adherence to Customer's specifications or instructions. CGI does not warrant that the operation of software, hardware, equipment or Deliverables provided by CGI will be uninterrupted or error-free.
- F. **Third-Party Products.** To the extent CGI has the legal right to do so, CGI agrees to assign or pass through to Customer or otherwise make available for the benefit of Customer, any manufacturer's or supplier's warranty applicable to any third-party software, hardware or equipment provided by CGI under a Statement of Work. CGI does not itself give or make any warranty of any kind with respect to third-party software, hardware or equipment.
- G. **Disclaimer.** THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INTEGRATION, PERFORMANCE AND ACCURACY AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

10. INDEMNIFICATION

Indemnification will be handled in accordance to Appendix A, Section 10A of DIR Contract No. DIR-TSO-38263826.

11. TERM AND TERMINATION

- A. **Term.** This Agreement will commence on the Effective Date, and will expire on the first (1st) anniversary of that date unless sooner terminated in accordance to Appendix A, Section 11B of DIR Contract No. DIR-TSO-3826. . This Agreement will have three (3) one (1) year renewal options exercised by Customer providing Vendor thirty day written notice prior to the then-expiration date.
- B. **Termination.** Termination will be handled in accordance to Appendix A, Section 11B of DIR Contract No. DIR-TSO-3826.
- C. **Payment upon Termination.** CGI will be paid for all Services performed through the effective date of termination, plus associated Reimbursable Expenses and termination costs in accordance to Appendix A, Section 8J of DIR Contract No. DIR-TSO-3826.
- D. **Survival.** Any provision of the Contract Documents that imposes or contemplates continuing obligations on a party will survive the expiration or termination of the Contract Document in which it is contained. The termination of any particular Statement of Work will not affect the parties' respective rights, duties and obligations under any other Statements of Work then in effect. If this Agreement expires or is terminated, its terms and conditions will continue to apply to any Statements of Work then in effect until the Statements of Work expire or are terminated.

12. LIMITATION OF LIABILITY AND REMEDIES

Limitation of Liability will be handled in accordance to Appendix A, Section 10K of DIR Contract No. DIR-TSO-3826.

13. LAW AND DISPUTES

- A. **Governing Law.** Any claim, controversy or dispute arising under or related to the Contract Documents will be governed by the laws of Texas, without regard to any provision of conflicting law that would require or permit the application of the substantive law of any other jurisdiction. Notwithstanding anything to the contrary, the parties expressly agree that the provisions of the Uniform Commercial Code (UCC) as enacted under state and federal law, and the Uniform Computer Information Transactions Act (UCITA) as set forth in the applicable state statute or as may be amended or modified, applicable as of the effective date of this Agreement or thereafter, shall not apply to this Agreement. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas.
- 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 Contract Documents is exported or re-exported directly or indirectly in violation of law.
- C. **Dispute Resolution.** Dispute Resolution will be handled in accordance to Appendix A, Section 11A of DIR Contract No. DIR-TSO-3826.
- D. **Limitation of Actions.** Unless Customer is a public entity subject to its applicable statute of limitations, no proceeding, regardless of form, arising out of or related to the Contract Documents may be brought by either party more than four (4) 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 four (4) years after the date the last payment was due.

14. GENERAL

- A. **Notices.** Notices will be handled in accordance to Appendix A, Section 12 of DIR Contract No. DIR-TSO-3826.
- B. **Force Majeure.** Force Majeure will be handled in accordance to Appendix A, Section 11C of DIR Contract No. DIR-TSO-3826.
- C. **Reasonable Behavior.** Each party will act in good faith in the performance of its respective responsibilities under the Contract Documents and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by the other party in order to perform its responsibilities under the Contract Documents.
- D. **Assignment.** Assignment will be handled in accordance to Appendix A, Section 4D of DIR Contract No. DIR-TSO-3826.
- E. **Integration.** DIR Contract No. DIR-TSO-3826 and the Contract Documents constitute the entire agreement between the parties, and supersede all other prior or contemporaneous communications between the parties (whether written or oral) relating to the subject matter of the Contract Documents. The Contract Documents may be modified or amended solely in a writing signed by both parties. The parties agree that any pre-printed terms contained in 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 Contract Documents will be void and of no effect even if signed by the party against which their enforcement is sought.
- F. **Severability.** The provisions of the Contract Documents will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any



other provisions. In addition, if any provision of the Contract Documents, for any reason, is declared to be unenforceable, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the parties.

- G. **Order of Precedence**. In the event of any conflict between or among the provisions contained in the Contract Documents, the following order of precedence will govern: (i) DIR Contract No. DIR-TSO-3826 (ii) this Agreement, exclusive of its Exhibits; (iii) Exhibits to this Agreement; and (iv) Statements of Work (except as to terms specifically identified in a particular Statement of Work as modifying or amending terms of this Agreement, which terms will control over the Agreement for that Statement of Work only).
- H. **Publicity**. Neither party may use the name of the other in connection with any advertising or publicity materials or activities without the prior written consent of the other party.
- I. **No Waiver**. No failure or delay by a party in exercising any right, power or remedy will operate as a waiver of that right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party. If a party waives any right, power or remedy, the waiver will not waive any successive or other right, power or remedy the party may have under the Contract Documents.
- J. **Third Party Beneficiaries**. There are no intended third party beneficiaries of any provision of the Contract Documents.
- K. **Nonsolicitation**. During the term of the Contract Documents and for twelve (12) months after its expiration or termination, neither party will, either directly or indirectly, solicit for employment or employ (except as permitted below) by itself (or any of its Affiliates) any employee of the other party (or any of its Affiliates) who was involved in the performance of the party's obligations under the Contract Documents, unless the hiring party obtains the written consent of the other party. The actual damages attributable to a breach of the provisions of this Section would be difficult to determine and prove. Accordingly, the parties agree that if either party breaches this Section, the breaching party will promptly pay the non-breaching party liquidated damages in an amount equal to the employee's annual salary (including bonuses and incentive compensation) prior to the breach, such sum being a reasonable measure of the damages reasonably anticipated by the parties. The foregoing provision will not (i) prohibit a general solicitation of employment in the ordinary course of business or prevent a party from employing any employee who contacts such party as a result of such a general solicitation; or (ii) be read so as to limit employment opportunities to an extent that would not be permitted under applicable law (e.g., California law).
- L. **Exhibits**. The Exhibits referred to in and attached to this Agreement are made a part of it as if fully included in the text.

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: _____

SERVICES AGREEMENT

**EXHIBIT A
Statement of Work Form**

STATEMENT OF WORK No. ____

This Statement of Work Number ____ is issued pursuant to the Services Agreement dated as of _____ (the "Agreement") between _____ ("Customer") and CGI Technologies and Solutions Inc. ("CGI"). This Statement of Work incorporates the terms and conditions of DIR Contract No. DIR-TSO-3826 and the Agreement as if the Agreement were fully set forth in the text of this Statement of Work.

1. Effective Date of this Statement of Work.

This Statement of Work is effective as of *[insert effective date]**[for time and materials also insert the date through which the Statement of Work is effective]*.

2. Services to be Performed and Schedule of Performance.

[Insert description of Services to be performed.]

CGI will provide to Customer monthly written reports of the progress of the work.

3. Deliverables.

[If there are no Deliverables that are subject to acceptance testing, do not include this section:]

The following are the Written Deliverables and Software Deliverables subject to acceptance testing under this Statement of Work: *[List the Written Deliverables and Software Deliverables to be provided and the schedule for performing the Services. For each Software Deliverable, specify the design specifications or the document containing the design specifications for the Software Deliverable, their respective acceptance criteria, as well as the acceptance tests and procedures to be employed. Specify the duration of the Acceptance Test Period (the default in the Agreement is thirty (30) days). If this is a fixed-price Statement of Work, specify any Warranty Period that is to begin on Acceptance of the Software Deliverable.]*

4. Compensation.

A. Method: *[check one]*

Any pricing shall be provided in accordance with Appendix C of DIR Contract No. DIR-TSO-3826.

Time and Materials Basis. Cost Estimate: _____, *[Estimated Reimbursable Expenses: _____,]*

Fixed-Price Basis. Fixed Price: _____, *[Estimated Reimbursable Expenses: _____]* Client will pay _____% of the fixed-price *[Insert milestone payment schedule.]*

Other Basis. *[Specify method of compensation.]*

B. Payment Terms: Payments will be handled in accordance to Appendix A, Section 8J of DIR Contract No. DIR-TSO-3826. *Insert the payment terms if not as provided in the Agreement.]*

5. Statement of Work Managers.

The Statement of Work Managers are:

<u>CGI</u>	<u>Customer</u>
_____	_____
_____	_____

6. Resources and Responsibilities of Customer.

Customer will provide the following resources and has the following responsibilities in supporting CGI's performance of the Services:

- A. Services or Support: *[Describe any portions of the project that are to be performed by Customer or provided by Customer to CGI. In addition, describe any support functions that are to be performed by Customer].*
- B. Facilities and Equipment: *[Describe any facilities, equipment, tools, supplies, telephone lines and service, office support and other sorts of equipment, facilities, or related items other than as provided in the Agreement.]*
- C. Environments: *[Specify any development, testing, implementation or other environments to be provided by Customer].*
- D. Proprietary Materials: *[List any proprietary materials to be provided by Customer.]*
- E. Other:

7. Other Provisions.

[Insert any additional terms agreed to by the parties.]

Agreed to and accepted by:

CGI Technologies and Solutions Inc. (CGI)

_____ (Customer)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____