Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Master Agreement

Order Date: 06-14-2024

CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.

Order Number:	CMA 0947 0947 ERP2400000001 1	**Procurement Folder:**	1430380
Document Name:	Maintenance, Support, and Services for the wvOASIS platform	**Reason for Modification:**	
Document Description:	Maintenance, Support, and Services for the wvOASIS platform		
Procurement Type:	Central Sole Source		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	**Effective Start Date:**	2024-07-01
Free on Board:	FOB Dest, Freight Prepaid	**Effective End Date:**	2034-12-31

VENDOR

Vendor Customer Code: 000000197636
CGI TECHNOLOGIES & SOLUTIONS INC
12907 COLLECTIONS CTR DR

CHICAGO IL 60693
US
Vendor Contact Phone: 561-779-9686 **Extension:**

Discount Details:

	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	No		
#3	No		
#4	No		

DEPARTMENT CONTACT

Requestor Name: Matthew H Ellison
Requestor Phone: (304) 741-8565
Requestor Email: matt.ellison@wvoasis.gov

24
FILE LOCATION

INVOICE TO

CONTROLLER
ENTERPRISE RESOURCE PLANNING BOARD
1007 BULLITT STREET
SUITE 400
CHARLESTON WV 25301
US

SHIP TO

CONTROLLER
ENTERPRISE RESOURCE PLANNING BOARD
1007 BULLITT STREET
SUITE 400
CHARLESTON WV 25301
US

6/24/24 GL

Total Order Amount:	Open End

Purchasing Division's File Copy

LM 6/14/24

PURCHASING DIVISION AUTHORIZATION
DATE: Luther H Willis 6/21/24
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
DATE: John S. Gross
ELECTRONIC SIGNATURE ON FILE
6/26/2024

ENCUMBRANCE CERTIFICATION
DATE: 6-26-24
ELECTRONIC SIGNATURE ON FILE

Extended Description:

The Vendor, CGI Technologies & Solutions, Inc., agrees to enter into a contract with the Agency, West Virginia Enterprise Resource Planning Board, per the vendor's documentation, pricing, and terms and conditions incorporated herein by reference and made apart of hereof.

Effective Dates: 7/01/2024 through 12/31/2034

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	81112200			EA	1914856.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: Advantage Annual Maintenance Fees - 1/1/25 - 12/31/25

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	81112200			EA	2440083.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: Advantage Annual Maintenance Fees - 1/1/26 - 12/31/26

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	81111507				0.000000
	Service From	**Service To**		**Service Contract Amount**	
				5000000.00	

Commodity Line Description: Cloud Upgrade Fixed Price Milestones

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	43222636				0.000000
	Service From	**Service To**		**Service Contract Amount**	
				2750000.00	

Commodity Line Description: Cloud Transition Fees

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	81162000			EA	4750000.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: Cloud Subscription Fee - 1/1/25 - 12/31/25

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	81162000			EA	4845000.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Cloud Subscription Fee - 1/1/26 - 12/31/26

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
7	81162000			EA	4941900.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Cloud Subscription Fee - 1/1/27 - 12/31/27

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
8	81162000			EA	5040738.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Cloud Subscription Fee - 1/1/28 - 12/31/28

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
9	81162000			EA	5141553.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Cloud Subscription Fee - 1/1/29 - 12/31/29

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
10	81162000			EA	5244384.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Cloud Subscription Fee - 1/1/30 - 12/31/30

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
11	81162000			EA	5349271.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Cloud Subscription Fee - 1/1/31 - 12/31/31

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
12	81162000			EA	5456247.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: Cloud Subscription Fee - 1/1/32 - 12/31/32

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
13	81162000			EA	5565382.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: Cloud Subscription Fee - 1/1/33 - 12/31/33

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
14	81162000			EA	5676690.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: Cloud Subscription Fee - 1/1/34 - 12/31/34

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
15	81111507				0.000000
	Service From	**Service To**		**Service Contract Amount**	
				230.00	

Commodity Line Description: On-Site Hourly Services

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
16	81111507				0.000000
	Service From	**Service To**		**Service Contract Amount**	
				180.00	

Commodity Line Description: Off-Site Hourly Services

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
17	43230000				0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: OPTIONAL - Punch-Out Catalogs (up to 5 suppliers)

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
18	43230000				0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: OPTIONAL - Punch-Out Catalogs (up to 10 suppliers)

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
19	43230000				0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: OPTIONAL - Punch-Out Catalogs (up to 25 suppliers)

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
20	43222636				0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: OPTIONAL - Additional Non-Production Environment - Small

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
21	43222636				0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: OPTIONAL - Additional Non-Production Environment - Medium

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
22	43222636				0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: OPTIONAL - Additional Non-Production Environment - Large

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
23	81111507				0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: OPTIONAL - Customer Success Manager (0.5 FTE)

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
24	81111507				0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: OPTIONAL - Customer Success Manager (1.0 FTE)

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
25	43230000				0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: OPTIONAL - Debt Management

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
26	43230000				0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: OPTIONAL - Manager Self Service

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
27	43230000				0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: OPTIONAL - CGI TestSavvy - Setup and Config

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
28	43230000				0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: OPTIONAL - CGI TestSavvy - Annual Hosting

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
29	55101515				0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: Annual SOC Report

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
30	43230000				0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: OPTIONAL - Advantage Insight

Extended Description:

STATE OF WEST VIRGINIA
OASIS CLOUD CONTRACT – COVER DOCUMENT

The OASIS Cloud Contract No. **CMA ERP2400000001** (the **"Contract"** or **"Cloud Contract"**) is entered into as of the Effective Date by and between the West Virginia Enterprise Resource Planning Board, on behalf of the State of West Virginia (**"Client"** or **"State"**), having a place of business at 1900 Kanawha Blvd. E., Building 1, Room W-100, Charleston, West Virginia 25305-0130, and CGI Technologies and Solutions Inc. (**"CGI"**), a Delaware corporation having its principal place of business at 11325 Random Hills Road, Suite 800, Fairfax, Virginia 22030. This Contract provides the terms and conditions on which CGI will provide Client with access to and use of the CGI Advantage® Solution and associated consulting and other professional services. Capitalized words and phrases employed in the Contract shall have the meaning ascribed to them in: WV-96 (rev. 1/1/2019) – Addendum to Vendor's Standard Contractual Forms; the State of West Virginia General Terms and Conditions (rev. 8/24/2023); and OASIS Cloud Schedule F (OASIS Cloud Glossary) as applicable, and except as otherwise specified.

The Parties agree as follows:

1. Composition of the OASIS Cloud Contract

The OASIS Cloud Contract comprises the following documents:

1.1. This Cover Document including the system-generated cover page(s) of the Contract.

1.2. The WV-96 (revised 1/1/2019)

1.3. Purchasing Division's General Terms and Conditions (revised 8/24/2023)

1.4. Cloud Order Summaries authorized under the Contract

1.5. Schedule A: OASIS Cloud Legal Terms and Conditions

1.6. Schedule B: CGI Advantage® Proprietary Software License Agreement

1.6.1. Exhibit 1 to Schedule B – PSLA

1.7. Schedule C: CGI Advantage® Proprietary Software Maintenance Agreement

1.7.1. Exhibit 1 to Schedule C – PSMA

1.8. Schedule D: CGI Advantage® On-Premise Software and Project Services Warranty

1.9. Schedule E: OASIS Cloud Project Services Terms

1.9.1. Exhibit 1 to Schedule E – OASIS Cloud Statement of Work Template

1.10. Schedule F: OASIS Cloud Glossary

1.11. Schedule G: OASIS Cloud Solution Access Terms

1.12. Schedule H: OASIS Cloud Support Program

1.13. Schedule I: OASIS Cloud Warranty Program

1.14. Schedule J: OASIS Cloud Security Program

1.14.1. Exhibit 1 to Schedule J - Software as a Service Addendum ("SaaS Addendum")

1.14.2. Exhibit 2 to Schedule J – HIPAA Business Associate Addendum ("BAA")

1.15. Schedule K: OASIS Cloud Service Level Agreement

1.16. Schedule L: Pricing and Payment Schedule

1.17. Statements of Work Authorized under the Contract

2. **Order of Precedence.** Any references to an order of precedence are hereby deleted to the extent that they conflict with this provision. The order of precedence for documents included in this contract shall be as follows:

2.1. This Cover Document – **First Priority;**

2.2. Purchasing Division's General Terms and Conditions (revised 8/24/2023) – **Second Priority;**

2.3. The WV-96 (revised 1/1/2019) – **Third Priority;**

2.4. Exhibit 1 to Schedule J – Software as a Service Addendum – **Fourth Priority;**

2.5. Exhibit 2 to Schedule J – Business Associate Addendum (BAA) – **Fifth Priority;**

2.6. Each applicable Cloud Order Summary – **Sixth Priority;**

2.7. The OASIS Cloud Terms and Conditions, exclusive of its Schedules – **Seventh Priority;**

2.8. Schedules to the OASIS Cloud Terms and Conditions – **Eighth Priority;**

2.9. Statement(s) of Work between CGI Technologies and Solutions Inc. and State of West Virginia issued pursuant to this Contract (except as to terms specifically identified in a particular Statement of Work as modifying or amending terms of the Contract, which terms will control over the Contract for that Statement of Work only) – **Ninth Priority**; and

2.10. End User License Agreements (**"EULAs"**) for SAP Business Objects, Microsoft Power BI, and Highsoft AS – **Tenth Priority**

3. **Modified Terms.** The following terms are expressly modified as stated herein:

3.1. Purchasing Division's General Terms and Conditions (revised 8/24/2023)

3.1.1. The term entitled "**4. AUTHORITY TO PROCEED**" is replaced in its entirety as follows:

"Vendor shall begin performance of this Contract on the mutually agreed start date set forth in the Contract."

3.1.2. The term entitled "**13. PRICING**" is modified by removing the last sentence.

3.1.3. The term entitled "**19. CANCELLATION**" is replaced in its entirety by *Section 7 (Term and Termination)* of *Schedule A (OASIS Cloud Legal Terms and Conditions)* of the Contract.

3.1.4. The term entitled "**20. TIME**" is modified by adding the following to the end of the sentence.

"Time is of the essence" as used in this Contract shall mean that the parties will proceed with their respective obligations in accordance with the agreed upon schedule. Further, the parties agree that rescission of this contract shall not be a remedy for any breach of this provision."

3.1.5. The term entitled "**28. WARRANTY**" is replaced in its entirety as follows:

"The Vendor expressly warrants that the goods and/or services covered by this Contract will meet the warranties set forth in Schedule D and Schedule I, as applicable."

3.1.6. The term entitled "**36. INDEMNIFICATION**" is replaced in its entirety by *Section 6 (Indemnification)* of *Schedule A (OASIS Cloud Legal Terms and Conditions)* of the Contract and is subject to *Section 8 (Limitation of Liability)* of *Schedule A (OASIS Cloud Legal Terms and Conditions)* of the Contract.

4. Entire Agreement

This Contract constitutes the entire agreement between the parties and, with the exception of the State's existing Travel and Expense Management System Contract #: ERP200000001 (the **"Travel and Expense Contract"**), supersedes all other prior or contemporaneous communications between the parties (whether written or oral) relating to the subject matter of the Contract, including without limitation the *Agreement for Software Maintenance Services of December 12, 2021*, which is hereby superseded and replaced in its entirety by this Contract. The Travel and Expense Contract will automatically terminate upon Go-Live and a fee credit will be applied as further described in Section 1.2 (Travel and Expense Management System) of the Cloud Order Summary and Cloud Upgrade Terms below. With the exception of modifications required pursuant to Schedule B and Section 3 of Schedule G, the Contract (including the schedules thereto and each Cloud Order Summary and Statement of Work issued thereunder) may be modified or amended solely in writing signed by both parties in accordance with terms of the Contract applicable to such changes. The parties agree that any pre-printed terms (i.e., those contained in Client'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 will be void and of no effect even if signed by the party against which their enforcement is sought.

The Parties are signing this Contract on the date stated below the signature.

WEST VIRGINIA ENTERPRISE RESOURCE PLANNING BOARD, on behalf of STATE OF WEST VIRGINIA

By: _____

Name: Jim Justice

Title: Governor

Date: 5-24-24

CGI TECHNOLOGIES AND SOLUTIONS INC.

By: _____

Name: Surabhi Subramanyam

Title: Senior Vice President, Government Solutions

Date: May 15, 2024

By: _____

Name: John B. McCuskey

Title: Auditor

Date: 5/20/24

By: _____

Name: Riley Moore

Title: Treasurer

Date: 5/21/24

WV-96
1/1/2019

STATE OF WEST VIRGINIA
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS

State Agency, Board, or Commission (the "State"):
Vendor: CGI Technologies and Solutions Inc.
Contract / Lease Number ("Contract"): CMA ERP2400000001
Commodity / Service: Software license and maintenance

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date show below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE** – This Addendum modifies and supersedes anything contained in the Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.

2. **PAYMENT** – Payment for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

   Any language imposing any interest of charge due to late payment is deleted.

3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

   Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.

5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.

   Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

   Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.

6. **FEES OR COSTS** – Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.

7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.

8. **RISK SHIFTING** – Any provision requiring the State to bear costs of all or majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.

9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to for bodily injury, death, or damage to property (tangible or intangible) caused by the negligence or willful misconduct of such person's employees or agents is deleted.

10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.

11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party is deleted.

13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonable withheld or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.

14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.

15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor's benefit is deleted.

16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.

17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.

18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W.Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the Vendor at the State's sole discretion..

    Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through an approved and signed non-disclosure provisions.

19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the Vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.

20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

    Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *italics* to identify language being added and ~~strikethrough~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General's authorized representative expressly agree to and knowingly approve those alterations.

State: ERP Board	**Vendor:** CGI Technologies and Solutions Inc.
By: Kent Hartsog	**By:**
Printed Name: Kent Hartsog	**Printed Name:** Surabhi Subramanyam
Title: OASIS Executive Director	**Title:** Senior Vice President, Government Solutions
Date: 5.16.2024	**Date:** May 15, 2024

STATE OF WEST VIRGINIA
GENERAL TERMS AND CONDITIONS

1. **CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on the Contract signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in *Schedule F (OASIS Cloud Glossary)* of the Contract or in a Statement of Work issued pursuant to this Contract, as applicable.

   2.1. **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the purchase order form attached to this Contract or any other public entity seeking to procure goods or services under this Contract.

   2.2. **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services and includes the documents listed on the OASIS Cloud Contract – Cover Document, Section 1 (Composition of the OASIS Cloud Contract).

   2.3. **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

   2.4. **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

   2.5. **"Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the Contract holder.

   2.6. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

   2.7. **"Vendor" or "Vendors"** means the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

   ☐ **Term Contract**

   Initial Contract Term: The Initial Contract Term will be for a period of [insert month day, YYYY through insert month day, YYYY]. The Initial Contract Term becomes effective on the effective start date listed

on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as insert other page reference), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to [Insert #] successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only).

☐ **Alternate Renewal Term** – This Contract may be renewed for [Insert #] successive [Insert #] year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only).

Delivery Order Limitations: In the event that this Contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within [Insert #] days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within [Insert #] days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for [Insert #] years

☐ the contract may be renewed for [Insert #] successive [Insert #] year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited.

Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☑ **Other:** Contract Term specified in Section 3 (Contract Term Information) of the Cloud Order Summary.

4. **AUTHORITY TO PROCEED:** See ***Section 3 (Modified Terms)*** of the OASIS Cloud Contract – Cover Document on page 5 of this Contract.

5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of services to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in this Contract.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

6. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. **REQUIRED DOCUMENTS:** All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐

☐

The Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. **INSURANCE:** The Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Ten (10) days following the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☑ **Commercial General Liability Insurance** in at least an amount of: **$1,000,000** per occurrence

☑ **Automobile Liability Insurance** in at least an amount of: **$1,000,000** per occurrence

☑ **Professional / Errors and Omission Insurance** in at least an amount of: **$5,000,000** per claim. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: [insert # if applicable] per occurrence.

☑ **Cyber Liability Insurance** in an amount of: **$15,000,000** per claim

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: [insert # if applicable] per occurrence.

☐ **Aircraft Liability** in an amount of: [insert # if applicable] per occurrence.

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. **WORKERS' COMPENSATION INSURANCE:** Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. **VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. **LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ [insert description if applicable] for [insert description if applicable]

☐ Liquidated Damages Contained in the Specifications

☐ Liquidated Damages Are Not Included in this Contract

12. **[RESERVED]**

13. **[RESERVED]**

14. **PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. **PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P- Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. **ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly included in the Contract. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. **FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. **CANCELLATION:** See ***Section 3 (Modified Terms)*** of the OASIS Cloud Contract – Cover Document on page 5 of this Contract.

20. **TIME:** See ***Section 3 (Modified Terms)*** of the OASIS Cloud Contract – Cover Document on page 5 of this Contract.

21. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. **COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By signing this Contract, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

    SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the Contract by the subcontractor.

23. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the

Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon unless approved by the Agency, the Purchasing Division, and the Attorney General's office (as to form) prior to the incorporation of the Vendor's forms.

27. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. **WARRANTY:** See ***Section 3 (Modified Terms)*** of the OASIS Cloud Contract – Cover Document on page 5 of this Contract.

29. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. **PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules, or pursuant to the Vendor's obligations under this Contract. Vendor's obligations regarding privacy, security, and confidentiality are set forth in Schedule A, Section 5 (Confidentiality), Exhibit 1 (SaaS Addendum) and Exhibit 2 (Business Associate Addendum) to Schedule J (CGI Advantage® Cloud Security Program).

31. **CONTRACT IS A PUBLIC DOCUMENT:** This Contract is a public document. As a public document, it will be disclosed as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq.,

5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. Subject to the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq, the Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. **LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. **ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. **VENDOR NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: See ***Section 3 (Modified Terms)*** of the OASIS Cloud Contract – Cover Document on page 5 of this Contract.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☐ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov

40. **BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. **[RESERVED]**

42. **[RESERVED]**

43. **INTERESTED PARTY SUPPLEMENTAL DISCLOSER:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least $1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. **PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. **VOID CONTRACT CLAUSES:** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. **ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Tara Lenz, Vice President
(Printed Name and Title)

11325 Random Hills Road, Fairfax, VA 22030
(Address)

(703) 267-5228 Ext. #4005228

(Phone Number)

tara.lenz@cgi.com
(Email Address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through *wv*OASIS, I certify that: I have reviewed this Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Contract, unless otherwise stated herein; that I am submitting this offer for review and consideration; that this offer was made without prior understanding, agreement, or connection with any entity submitting an offer for the same material, supplies, equipment or services; that this offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this offer or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law and that pursuant to W. Va. Code 5A-3-63, the entity entering into this Contract is prohibited from engaging in a boycott against Israel.

CGI TECHNOLOGIES AND SOLUTIONS INC.



(Authorized Signature)

Surabhi Subramanyam, Senior Vice President, CGI Government Solutions
(Printed Name and Title of Authorized Representative)

May 15, 2024
(Date)

(703) 267-5980
(Phone Number)

State of West Virginia
OASIS Cloud Terms and Conditions

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OASIS Cloud Upgrade Terms and Cloud Order Summary

1. Cloud Upgrade Terms

This section is effective upon the Effective Date of the Contract and includes the terms and conditions related to initiating the Cloud Upgrade.

1.1. Cloud Upgrade

The upgrade of the current wvOASIS 3.11.1D solution to CGI Advantage 4 and migration of the solution to the Advantage Cloud (the **"Cloud Upgrade"**) will begin in accordance with the **Project Schedule**. During the initial phase of the upgrade CGI will disposition the current customizations as outlined in *Section C.15 (Enhancements)* in *Statement of Work No. 1*, and the disposition work is expected to be 9 months in duration. CGI and the State will then begin the project implementation activities using the upgraded CGI Advantage 4 Solution. The project implementation work is expected to be 12 months in duration with a Go Live target in accordance with the **Project Schedule**. The upgrade will be performed as set forth in this section 1.1 and in accordance with Statement of Work No. 1.

The details and governing terms of the CGI Advantage Cloud Solution are contained in this section 1 of the OASIS Cloud Upgrade Terms, Sections 1-6 of the Cloud Order Summary below, and the OASIS Cloud Terms and Conditions Schedules G-K. Upon Go-Live of the CGI Advantage Cloud Solution:

1.1.1. the Cloud Order Summary below pertaining to the CGI Advantage Cloud Solution will take effect, and

1.1.2. the Cloud Schedules G-K will supersede and replace the following:

1.1.2.1. Schedules B and C, the PSLA and PSMA, respectively, in their entirety; and

1.1.2.2. Schedule D (CGI Advantage® On-Premise Software and Project Services Warranty) in its entirety.

Notwithstanding the foregoing, the following items will not be superseded by the Cloud Order Summary and the Cloud Schedules and will continue to apply:

1.1.3. Exhibit 1 (Managed Services Terms) and Exhibit 2 (Cloud Provider Terms) added as part of Amendment #17 dated May 7, 2020, which will continue to apply to CGI OnCue360.

1.2. Travel and Expense Management System

CGI acknowledges that the stand-alone Travel and Expense Contract has been executed and will be effective until Go Live. Upon Go Live, the Travel and Expense Contract will automatically terminate and shall not require State notification to CGI of such termination (even if such obligation to notify CGI is

provided in the Travel and Expense Contract), and the Travel and Expense Management System will be provided by CGI hereunder as part of the Cloud Solution. CGI has included Travel and Expense Management System in its Contract Pricing in Schedule L accordingly. CGI will provide a fee credit to the State under this Contract in the event of any overlap in the periods of performance of the Travel and Expense Management System modules. Any applicable Travel and Expense Management System fee credit applied to a subsequent Cloud Services invoice under the Cloud Order Summary: (i) is subject to the State having paid the then-current annual fee for the Travel and Expense solution; and (ii) the credit will be prorated based on the number of calendar days remaining in the then-current annual period for the Travel and Expense Contract. For example, if the wvOASIS 4 Go Live is October 5, 2025, then the credit for the Travel and Expense Management System will be for the period of October 5, 2025 through April 30, 2026. Such credit will be applied to the first prorated Cloud Subscription Fee invoice (see Section 3.2 of Schedule L for more details).

Cloud Order Summary

This Cloud Order Summary is effective upon Go-Live of the Cloud Solution as described above.

1. Client Identification and Organization Information

Client Name	West Virginia Enterprise Resource Planning Board
Client address	1900 Kanawha Blvd. E., Building 1, Room W-100, Charleston, West Virginia 25305-0130
Organization type	State
State in which organized	West Virginia
Tax Identification Number	
Tax Exemption Certificate	Provided by the State on December 12, 2023

2. Contact Information of the Parties

CGI	Client
Contract Notices:	
Contact: CGI Technologies and Solutions Inc. 11325 Random Hills Road Fairfax, VA 22030 **Attn:** Surabhi Subramanyam **Title:** Senior Vice President, Consulting **Email:** subramanyam.surabhi@cgi.com	**Contact:** 1900 Kanawha Blvd East Building #1, Suite W-100 Charleston, WV 25305 **Attn:** Kent Hartsog **Title:** OASIS Executive Director **Email:** kent.hartsog@wvsao.gov
Data Privacy Contacts:	
Contact: CGI Technologies and Solutions Inc. 11325 Random Hills Road Fairfax, VA 22030 **Attn:** Tara Lenz **Title:** Vice President **Email:** tara.lenz@cgi.com	**Contact:** 1900 Kanawha Blvd East Building #1, Suite W-100 Charleston, WV 25305 **Attn:** Matt Ellison **Title:** ERP Project Manager **Email:** matt.ellison@wvoasis.gov
Payment/Billing:	
PNC Bank, North America	N/A

c/o CGI Technologies and Solutions Inc. 800 17th Street, NW 3rd Floor Washington D.C. 20006	

3. Contract Term Information

Contract Effective Date	See Effective Date in Schedule F (Glossary)
Contract Expiration Date	December 31, 2034
Contract Term (e.g., 5 years, 10 years)	10 years
Contract Extension/Renewal Options	See Section 7.1.2 of Schedule A
Cloud Services Period(s)	See Schedule L – Pricing and Payment Schedule
Target Go-Live Date	See Project Schedule (SOW #1)

4. CGI Advantage® Cloud Solution Information

4.1. Cloud Applications

CGI Advantage® Applications	**CGI Advantage® Financial Management System** including the following modules: CGI Advantage Financial Management Base System CGI Advantage Treasury Accounting CGI Advantage Asset Management CGI Advantage Inventory Management CGI Advantage Grant Lifecycle Management CGI Advantage 1099 Reporting CGI Advantage Travel and Expense Management (Including Google Maps) CGI Advantage State Reciprocal Program CGI Advantage Debt Management **CGI Advantage Procurement System** including the following modules: CGI Advantage Procurement Professional CGI Advantage Vendor Self Service (VSS) CGI Advantage Grantor Extensions **CGI Advantage Performance Budgeting**

	CGI Advantage Human Resource Management System including the following modules: CGI Advantage Human Resource Base System CGI Advantage Employee Self Service CGI Advantage Manager Self Service **CGI InfoAdvantage** – will be decommissioned 2 years after the CGI Advantage Cloud Solution Go Live **CGI InfoAdvantage Dashboard** – will be decommissioned 2 years after the CGI Advantage Cloud Solution Go Live **CGI Advantage Insight** – transition will begin six (6) months after the Go-Live Date of the CGI Advantage Solution. **CGI Advantage Case Management System** – Limited use license for up to 10 use cases including grants (up to 2,500 users).
Other Applications	**CGI OnCue360** – Limited use subscription for up to 10 use cases including grants. This solution is hosted in AWS.
Bundled Applications	**Microsoft Power BI** 10 named PowerBI Pro Developer licenses *[Governed by the Microsoft Customer Agreement attached to this Cloud Order Summary as Attachment 2]* **SAP Business Objects XI (BOXI)*** Business Objects Enterprise & WebIntelligence Unrestricted Bundle - 4 CPU Premium License SAP Business Objects Xcelsius Enterprise Interactive Viewing Unrestricted - 4 CPU SAP Business Objects Xcelsius Enterprise Designer Unrestricted - 10 Named Users *[Governed by the End User License Agreement (EULA) attached to this Cloud Order Summary as Attachment 1]*

	***Note:** maintenance services for SAP BOXI will terminate two (2) years after the Go-Live Date of the CGI Advantage Solution.*

4.2. Cloud Configuration Options

Peak Paychecks Issued per Pay Cycle from OASIS[(i)]	**45,000** (excludes West Virginia University and Marshall University)
Maximum Peak Concurrent Users[(ii)]	CGI Advantage - Financial Management System = **TBD** CGI Advantage - Vendor Self Service = **TBD** CGI Advantage - Human Resources Management System = **TBD** CGI Advantage - Human Resources Self-Service = **TBD** CGI Advantage - Performance Budgeting = **TBD** CGI InfoAdvantage = **TBD** CGI Advantage Insight = **TBD**
Additional Environments[(iii)] (Default is 2 non-production environments)	1 additional non-production environment (for a total of 3 non-production environments) will be provided during the Cloud Upgrade transition period and will be de-commissioned 60 days after Go Live
Included Storage Capacity[(iv)] (for all Cloud Solution production environments)	Cloud storage requirements have been calculated based on the OASIS production storage metrics as of December 2023 listed here which represent uncompressed storage: **OASIS database storage:** 9.0 Terabytes (TB) **OASIS file system storage for attachments:** 9.0 Terabytes (TB)
Estimated Annual Storage Growth (for Cloud Solution)	15%

(i): Increases or decreases to the Peak Paychecks Issued per Pay Cycle of 10% or more will be subject to the Change Order Process.

(ii): Upon Go-Live, CGI will provide a monthly report on the concurrent user count to the State for the first twelve (12) months from such date to measure and establish the Maximum Peak Concurrent User Counts in the CGI Advantage Cloud Applications noted above. The Maximum Peak Concurrent User Count will be reviewed by the State and CGI and mutually agreed to by the parties. After 12 months, increases or decreases to such counts where the average (measured each calendar month) varies 10% of the established

Maximum Peak Concurrent User Counts for any Cloud Application during the term of the Contract will be subject to the Change Order Process. ***(iii):** CGI InfoAdvantage, CGI Advantage Insight* (unless otherwise agreed in accordance with Schedule L), *CGI OnCue360, and CGI Case Management are limited to one (1) production environment and one (1) non-production environment.* ***(iv):** Any increases to the database storage and/or file system storage noted above (beyond the Estimated Annual Storage Growth) will be subject to the Change Order Process.*

4.3. Sensitive Data Included in System

The following categories of Sensitive Data will be included in the System. In the event Client wishes to add any new categories of Sensitive Data to the System during the term of the OASIS Cloud Terms and Conditions, such addition will require a Change Order specifying additional security controls, compensation adjustments, and other terms, if any, required to support the addition.

Sensitive Data Categories	☒ Personally Identifiable Information ☒ Protected Health Information ☒ Federal Tax Information ☐ PCI-DSS Credit Card Information ☒ Criminal Justice Information Services Data ☐ Other

4.4. Solution Hosting Facility and Third Party Hosting Supplier(s)

Solution Hosting Facility and Third Party Hosting Supplier(s) for CGI Advantage Applications	☒ CGI Phoenix Data Center or other CGI Proprietary Data Center within the Continental United States ☒ Microsoft Azure (CGI Advantage Insight only) ☒ Amazon Web Services (AWS) (CGI OnCue360 only)

4.5. Connectivity

Connectivity	See Schedule H, Section 3.5.4.1

4.6. Geographic Considerations Concerning Services Locations

Geographic Consideration	☒ Standard CGI Advantage® Global Support Model

Attachment 1

SAP Business Objects End User License Agreement (EULA)

For purposes of this Attachment 1 to the Cloud Order Summary, uses of "you" below shall mean the State of West Virginia.

SOFTWARE LICENSE AGREEMENT

IMPORTANT-READ CAREFULLY: THIS IS A LEGAL AGREEMENT BETWEEN YOU AND SAP FOR THE SAP SOFTWARE ACCOMPANYING THIS AGREEMENT, WHICH MAY INCLUDE COMPUTER SOFTWARE, ASSOCIATED MEDIA, PRINTED MATERIALS AND ONLINE OR ELECTRONIC DOCUMENTATION ("SOFTWARE"). BEFORE CONTINUING WITH THE INSTALLATION OF THE SOFTWARE, YOU MUST READ, ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THE SOFTWARE LICENSE AGREEMENT THAT FOLLOWS ("AGREEMENT"). IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THE AGREEMENT, YOU MAY RETURN, WITHIN THIRTY (30) DAYS OF PURCHASE, THE SOFTWARE TO THE PLACE YOU OBTAINED IT FOR A FULL REFUND.

1. **GRANT OF LICENSE.** SAP grants you a nonexclusive and limited license to use the Software products and functionalities for which you have paid the applicable fees solely for your internal business purposes and in accordance with the terms and conditions of this Agreement. The Software is licensed, not sold, to you. If you acquired this product as a special offer, as a promotional license included with another SAP product, or bundled or in combination with a third-party product, additional restrictions apply as set forth in the Software Use Rights identified in Section 3. This license does not apply to any other software program provided with the Software, including promotional software, which is governed by the online software license agreement included with that software. If you acquire or are provided with any directories, components, connectors, utilities, data, or other items from SAP for use with the Software (the "Additional Technology"), your use of the Additional Technology shall be in accordance with the terms, conditions, obligations and restrictions of this Agreement. The term "Software" as used herein, shall be deemed to include the Additional Technology and Third Party Products.

"SAP" is the SAP company from whom you are purchasing the Software licenses or related services, either directly or indirectly through a reseller; or if no SAP company distributes in your country, then Business Objects Software Limited.

2. **INSTALLATION AND USE.** You may install and use the Software only in the configuration and for the number of licenses acquired by you. You may also install non-production copies of the Software as is reasonably necessary for disaster recovery, emergency restart and backup, including, but not limited to making copies for such purposes for use at one or more disaster recovery sites. In order to exercise your rights to the Software under this License Agreement you must activate your copy of the Software in the manner described during the launch sequence. SAP may control the number and type of licenses and the use of the Software by key codes.

3. **SOFTWARE USE RIGHTS.** The Software Use Rights document contains additional terms relating to your use of the Software and is found at www.sap.com/company/legal, and is incorporated herein by this reference. You acknowledge and agree that these additional terms form an integral part of this Agreement.

4. **OWNERSHIP.** SAP and/or its suppliers retain all right, title and interest in and to the Software and all copies at all times, regardless of the form or media in or on which the original or other copies may subsequently exist. You neither own nor hereby acquire any claim or right of ownership to the Software or to any related patents, copyrights, trademarks or other intellectual property. You agree to retain the Software, the terms of this Agreement as well as any Software benchmark or similar tests (whether performed by you, SAP or any third party) in confidence and prevent them from unauthorized disclosure or use except with SAP's prior written consent. SAP and/or its suppliers reserve all rights not expressly granted to you. SAP's suppliers are the intended third party beneficiaries of this License Agreement and have the express right to rely upon and directly enforce the terms set forth herein.

5. **COPYRIGHT.** The Software is copyrighted by SAP and/or its suppliers and is protected by United States copyright and patent laws and international treaty provisions. You may not copy the Software except: (a) to provide a non-production backup copy; or (b) to install the Software components licensed by you, as set forth in Sections 2, on to computers as part of executing the Software. Solely with respect to the documentation included with the Software, you may make a reasonable number of copies (either in hardcopy or electronic form), provided that such copies shall be used only by licensed end users in conjunction with their use of the Software and are not republished or distributed to any third party. You must reproduce and include all copyright notices, trademarks or other proprietary legends of SAP and its suppliers on any copy of the Software or documentation made by you. Any and all other copies of the Software made by you are in violation of this License Agreement.

6. **RESTRICTIONS.** Except as expressly permitted by this License Agreement or by applicable law you may not: (a) lease, loan, resell, assign, sublicense, or otherwise distribute the Software or any of the rights granted by this License Agreement without the express written permission of SAP; (b) use the Software to provide or operate Application Service Provider (ASP), service bureau, marketing, third party training, outsourcing services, or consulting services, or any other commercial service related to the Software such as develop training materials; (c) modify (even for purposes of error correction), adapt, or translate the Software or create derivative works therefrom except as necessary to configure the Software using the menus, options and tools provided for such purposes and contained in the Software; (d) in any way reverse engineer, disassemble or decompile the Software or the .RPT report file format (including reverse compiling to ensure interoperability) or any portion thereof except to the extent and for the express purposes authorized by applicable law notwithstanding this limitation; (e) use the Software to develop a product which is competitive with any SAP product offerings; (f) use the Software to develop a product that converts the report file (.RPT) format to an alternative report file format used by any general-purpose report writing, data analysis or report delivery product that is not the property of SAP; (g) use unauthorized keycode(s) or distribute keycode(s); (h) disclose any Software benchmark results to any third party without SAP's prior written approval, (i) permit third party access to, or use of the Software except as expressly permitted herein, and (j) distribute or publish keycode(s). If you wish to exercise any right to reverse engineer to ensure interoperability in accordance with applicable law, you shall first provide written notice to SAP and permit SAP, at its discretion, to make an offer to provide information and assistance reasonably required to ensure Software interoperability with your other products for a fee to be mutually agreed upon (if any).

7. **LIMITED WARRANTY AND REMEDY.**

(a) Excluding Third Party Products, SAP warrants to you that: (i) for a period of six (6) months from delivery of the Software, the Software will substantially conform to the functional description set forth in its standard documentation; and (ii) for a period of six (6) months from delivery the physical media (e.g., CD-ROM, DVD, and Electronic Software Distribution) will be free from defects in materials and workmanship. Any implied warranties on the Software and Third Party Products and media are limited to thirty (30) days from delivery to the extent such warranties cannot be disclaimed under Section 7(c) below. The above warranties specifically exclude defects resulting from accident, abuse, unauthorized repair, modifications, or enhancements, or misapplication. SAP does not warrant that use of the Software will operate uninterrupted or error free. Delivery of additional copies of, or revisions or upgrades to, the Software, including releases provided under Support Services, shall not restart or otherwise affect the warranty period.

(b) Your exclusive remedy for breach of the above-stated limited warranty shall be, at SAP's option, either: (i) correction or replacement of the Software with product(s) which conform to the above-stated limited warranty; or (ii) return of the price paid for the Software and termination of this License Agreement with respect to those copies not in compliance. Such remedy shall be provided to you by SAP only if you give SAP written notice of any breach of the above-stated limited warranty, within six (6) months of delivery of the Software.

(C) EXCEPT FOR EXPRESS WARRANTIES STATED IN THIS SECTION 7, SAP AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY (I) OF MERCHANTABILITY, (II) OF FITNESS FOR A PARTICULAR PURPOSE, (III) OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR (IV) AGAINST HIDDEN DEFECTS. SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED

WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU, AND YOU MAY HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE OR BY JURISDICTION. YOU ACKNOWLEDGE THAT IN ENTERING INTO THIS AGREEMENT, YOU HAVE RELIED UPON YOUR OWN EXPERIENCE, SKILL AND JUDGEMENT TO EVALUATE THE SOFTWARE AND THAT YOU HAVE SATISFIED YOURSELF AS TO THE SUITABILITY OF THE SOFTWARE TO MEET YOUR REQUIREMENTS.

8. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SAP OR ITS DISTRIBUTORS, SUPPLIERS OR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LOST PROFITS OR REVENUES, LOSS OR INACCURANCY OF ANY DATA, OR COST OF SUBSTITUTE GOODS, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE) AND EVEN IF SAP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SAP AND ITS SUPPLIERS' AGGREGATE LIABILITY TO YOU FOR ACTUAL DIRECT DAMAGES FOR ANY CAUSE WHATSOEVER SHALL BE LIMITED TO THE SOFTWARE LICENSE FEES PAID BY YOU FOR THE SOFTWARE OR THE FEES PAID BY YOU FOR THE SERVICE DIRECTLY CAUSING THE DAMAGES. SAP WILL NOT BE LIABLE FOR DAMAGES FROM THIRD PARTY PRODUCTS. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING ALLOCATION OF RISK IS REFLECTED IN THE FEES CHARGED UNDER THIS LICENSE AGREEMENT. SOME STATES/JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY IN CERTAIN CIRCUMSTANCES INCLUDED IN THIS SECTION, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU ONLY IN SUCH CIRCUMSTANCES.

9. **SUPPORT SERVICES.** SAP will provide to you product support services specified in an Order Form or other order documents in accordance with SAP's then-current applicable SAP Support Schedule which are found at www.sap.com/company/legal, and which are incorporated herein by this reference.

10. **TERMINATION.** Except where the Software is licensed on a subscription basis or as otherwise specified in an Order Schedule, a Purchase Order or any written SAP price quotation duly referenced in a Purchase Order, the Software licenses granted hereunder shall be perpetual. If the Software is licensed on a subscription basis and unless the term of the subscription is renewed on or prior to the expiration of the then current term of the Subscription License, the applicable Subscription License shall terminate. Notwithstanding the foregoing, SAP may immediately terminate this Agreement and any licenses and services provided hereunder if: (i) SAP notifies you in writing of a breach and such breach is not cured within thirty (30) days; or (ii) you make an assignment for the benefit of creditors or proceedings are commenced by or for you under any bankruptcy, insolvency, or debtor's relief law. Termination shall not relieve you from your obligation to pay fees that remain unpaid and shall not limit either party from pursuing other available remedies. Upon termination by SAP of this Agreement or any part thereof, SAP shall have no obligation to refund to you any fees paid by you, and you agree to waive, in perpetuity and unconditionally, any and all claims for refunds. If a Software license is revoked or expired, you must certify in writing to SAP that you have immediately un-installed and destroyed all copies of the Software within thirty (30) days of such revocation/expiration. The following Sections survive termination of this Agreement: 7(c), 8, 10, 11, 12, 13, and 14.

11. **AUDIT.** During the term of this Agreement and for three (3) years after termination or expiration, SAP may audit, upon reasonable notice to you and at SAP's expense, your books and records to determine your compliance with this Agreement. In the event any such audit reveals that you have underpaid SAP by an amount greater than five percent (5%) of the amounts due SAP in the period being audited, or that you have knowingly breached any material obligation hereunder, then, in addition to such other remedies as SAP may have, you shall pay or reimburse to SAP the cost of the audit.

12. **GENERAL.** Except as otherwise preempted by United States federal law, this Agreement is governed by the laws of the State of New York, United States, without reference to conflict of laws provisions and the United Nations 1980 Convention on Contracts for the International Sale of Goods and any amendments thereto. If any provision of this Agreement is ruled invalid, such invalidity shall not affect the validity of the remaining portions of this Agreement. This Agreement, together with the Software Use Rights and SAP Support Schedule that are incorporated herein by reference, constitutes the entire agreement between you and SAP, and supersedes any prior agreement, whether

written or oral, relating to the subject matter of this Agreement. This Agreement may not be modified except by an instrument in writing duly signed by an authorized representative of each of the parties. If you are acquiring the Software on behalf of an entity, you represent and warrant that you have the legal capacity to bind such entity to this Agreement. All terms of any purchase order or other ordering document submitted by you shall be superseded by this Agreement. In the event you and SAP have executed a mutually agreed upon a separately Master Software License Agreement ("MSLA") and acquired the Software pursuant to such MSLA, the terms of the MSLA may govern your use of the Software and the terms of this Agreement shall be superseded by the MSLA. The product name for the Software is a trademark or registered trademark of SAP. Should you have questions concerning this License Agreement, please contact your local SAP sales office or authorized reseller, or write to: SAP, Attn: Contracts Department, 3410 Hillview Ave., Palo Alto, CA 94304, USA.

13. **U.S. GOVERNMENT RESTRICTED RIGHTS.** The Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995) (or an equivalent provision, e.g., in supplements of various U.S. government agencies, as applicable), all U.S. Government users acquire the Software with only those rights set forth herein. Manufacturer is SAP, 3410 Hillview Ave., Palo Alto, CA 94304, USA.

14. **EXPORT CONTROLS.** The use of this Software is subject to the U.S. Export Administration Regulations. You agree to the following: (a) you are not a citizen, national or resident of, and am not under the control of, the government of Cuba, Iran, North Korea, Syria, Sudan nor any other country to which the United States has prohibited export; (b) you will not export or re-export the Software, directly or indirectly, neither to the above mentioned countries nor to citizens, nationals or residents of those countries; (c) you are not listed on the United States Department of Treasury lists of Specially Designated Nationals, Specially Designated Terrorists, and Specially Designated Narcotic Traffickers, nor are you listed on the United States Department of Commerce Table of Denial Orders; (d) you will not export or re-export the Software, directly, or indirectly, to persons on the above mentioned lists; and (e) you will not use the Software for, and will not allow the Software to be used for, any purposes prohibited by United States law, including, without limitation, for the development, design, manufacture or production of nuclear, chemical or biological weapons of mass destruction. For more information, see www.sap.com/company/legal.

15. **ORDER TERMS.** Purchase orders conforming to SAP purchase order requirements may be accepted from qualified companies. All pre-printed terms of any purchase order not approved in writing by SAP shall have no effect. Payment terms are net-30 days from date of invoice. FOB SAP facility. SAP specifically disclaims price guarantees of any kind. You are responsible for payment of all applicable sales, use, consumption, VAT, GST, and other taxes and all applicable export and import fees, custom duties and similar charges, excluding taxes based on SAP net income.

ATTACHMENT 2
STATE OF WEST VIRGINIA
&
CGI TECHNOLOGIES AND SOLUTIONS INC

MICROSOFT GENERAL TERMS

For purposes of this Attachment 2 of the Contract, uses of "Customer" below shall mean the State of West Virginia and uses of "Agreement" shall mean this Microsoft Customer Agreement.

Microsoft Customer Agreement

This Microsoft Customer Agreement (the "Agreement") is between Customer and Microsoft and consists of these General Terms, the applicable Use Rights and SLAs, and any additional terms Microsoft presents when an order is placed. This Agreement takes effect when the Customer accepts these General Terms. The individual who accepts these General Terms represents that he or she is authorized to enter into this Agreement on behalf of the Customer.

General Terms

These General Terms apply to all of Customer's orders under this Agreement. Capitalized terms have the meanings given under "Definitions."

License to use Microsoft Products

a. License grant. Products are licensed and not sold. Upon Microsoft's acceptance of each order and subject to Customer's compliance with this Agreement, Microsoft grants Customer a nonexclusive and limited license to use the Products ordered as provided in the applicable Use Rights and this Agreement. These licenses are solely for Customer's own use and business purposes and are nontransferable except as expressly permitted under this Agreement or applicable law.

b. Duration of licenses. Licenses granted on a subscription basis expire at the end of the applicable subscription period unless renewed. Licenses granted for metered Products billed periodically based on usage continue as long as Customer continues to pay for its usage of the Product. All other licenses become perpetual upon payment in full.

c. Applicable Use Rights. For perpetual licenses, the Use Rights in effect when Customer orders a Product will apply. For subscriptions, the Use Rights in effect at the start of each subscription period will apply. Customers with subscriptions for Software may use new versions released during the subscription

period subject to the Use Rights in effect when those versions are released. For metered Products billed periodically based on usage, the Use Rights in effect at the start of each billing period will apply during that period. Microsoft may update the Use Rights periodically, but material adverse changes for a particular version will not apply during the applicable license, subscription, or billing period.

d. End Users. Customer will control access to and use of the Products by End Users and is responsible for any use of the Products that does not comply with this Agreement.

e. Affiliates. Customer may order Products for use by its Affiliates. If it does, the licenses granted to Customer under this Agreement will apply to such Affiliates, but Customer will have the sole right to enforce this Agreement against Microsoft. Customer will remain responsible for all obligations under this Agreement and for its Affiliates' compliance with this Agreement.

f. Reservation of Rights. Microsoft reserves all rights not expressly granted in this Agreement. Products are protected by copyright and other intellectual property laws and international treaties. No rights will be granted or implied by waiver or estoppel. Rights to access or use a Product on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

g. Restrictions. Except as expressly permitted in this Agreement or Product documentation, Customer must not (and is not licensed to):

(1) reverse engineer, decompile, or disassemble any Product, or attempt to do so;

(2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms;

(3) work around any technical limitations in a Product or restrictions in Product documentation;

(4) separate and run parts of a Product on more than one device;

(5) upgrade or downgrade parts of a Product at different times;

(6) transfer parts of a Product separately; or

(7) distribute, sublicense, rent, lease, or lend any Products, in whole or in part, or use them to offer hosting services to a third party.

h. License transfers. Customer may only transfer fully-paid, perpetual licenses to (1) an Affiliate or (2) a third party solely in connection with the transfer of hardware to which, or employees to whom, the licenses have been assigned as part of (a) a divestiture of all or part of an Affiliate or (b) a merger involving Customer or an Affiliate. Upon such transfer, Customer must uninstall and discontinue using the licensed Product and render any copies unusable. Customer must notify Microsoft of a License transfer and provide the transferee a copy of these General Terms, the applicable Use Rights and any other documents necessary to show the scope, purpose and limitations of the licenses transferred. Attempted license transfers that do not comply with this section are void.

i. **Customer Eligibility.** Customer agrees that if it is purchasing academic, government or nonprofit offers, Customer meets the respective eligibility requirements (https://aka.ms/eligibilitydefinition). Microsoft reserves the right to verify eligibility and suspend product use if requirements are not met.

Non-Microsoft Products.

Non-Microsoft Products are provided under separate terms by the Publishers of such products. Customer will have an opportunity to review those terms prior to placing an order for a Non-Microsoft Product through a Microsoft online store or Online Service. Microsoft is not a party to the terms between Customer and the Publisher. Microsoft may provide Customer's contact information and transaction details to the Publisher. Microsoft makes no warranties and assumes no responsibility or liability whatsoever for Non-Microsoft Products. Customer is solely responsible for its use of any Non-Microsoft Product.

Verifying compliance.

Customer must keep records relating to Products it and its Affiliates use or distribute. At Microsoft's expense, Microsoft may verify Customer's and its Affiliates' compliance with this Agreement at any time upon 30 days' notice. To do so, Microsoft may engage an independent auditor (under nondisclosure obligations) or ask Customer to complete a self-audit process. Customer must promptly provide any information and documents that Microsoft or the auditor reasonably requests related to the verification and access to systems running the Products. If verification or self-audit reveals any unlicensed use, Customer must, within 30 days, order sufficient licenses to cover the period of its unlicensed use. Without limiting Microsoft's other remedies, if unlicensed use is 5% or more of Customer's total use of all Products, Customer must reimburse Microsoft for its costs incurred in verification and acquire sufficient licenses to cover its unlicensed use at 125% of the then-current Customer price or the maximum allowed under applicable law, if less. All information and reports related to the verification process will be Confidential Information and used solely to verify compliance.

Privacy.

Personal Data. Customer consents to the processing of Personal Data by Microsoft and its Affiliates, and their respective agents and subcontractors, as provided in this Agreement. Before providing Personal Data to Microsoft, Customer will obtain all required consents from third parties (including Customer's contacts, Partners, distributors, administrators, and employees) under applicable privacy and data protection laws.

Location of Personal Data. To the extent permitted by applicable law, Personal Data collected under this Agreement may be transferred, stored and processed in the United States or any other country in which Microsoft or its Affiliates, or their respective agents and subcontractors, maintain facilities.

Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of Personal Data from the European Economic Area and Switzerland.

Confidentiality.

a. Confidential Information. "Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including, but not limited to, Customer Data, the terms of this Agreement, and Customer's account authentication credentials. Confidential Information does not include information that (1) becomes publicly available without a breach of a confidentiality obligation; (2) the receiving party received lawfully from another source without a confidentiality obligation; (3) is independently developed; or (4) is a comment or suggestion volunteered about the other party's business, products or services.

b. Protection of Confidential Information. Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose Confidential Information to third parties, except to its Representatives, and then only on a need-to-know basis under nondisclosure obligations at least as protective as this Agreement. Each party remains responsible for the use of Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party. The Online Services Terms may provide additional terms regarding the disclosure and use of Customer Data.

c. Disclosure required by law. A party may disclose the other's Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

d. Residual information. Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

e. Duration of Confidentiality obligation. These obligations apply (1) for Customer Data, until it is deleted from the Online Services; and (2) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

Product warranties.

a. Limited warranties and remedies.

(1) Online Services. Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during Customer's use. Customer's remedies for breach of this warranty are described in the SLA.

(2) Software. Microsoft warrants that the Software version that is current at the time will perform substantially as described in the applicable Product documentation for one year from the date Customer acquires a license for that version. If it does not, and Customer notifies Microsoft within the warranty term, Microsoft will, at its option, (a) return the price Customer paid for the Software license or (b) repair or replace the Software.

The remedies above are Customer's sole remedies for breach of the warranties in this section. Customer waives any warranty claims not made during the warranty period.

b. Exclusions. The warranties in this Agreement do not apply to problems caused by accident, abuse, or use inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, preview, or prerelease products, or to components of Products that Customer is permitted to redistribute.

c. Disclaimer. Except for the limited warranties above and subject to applicable law, Microsoft provides no other warranties or conditions for Products and disclaims any other express, implied or statutory warranties for Products, including warranties of quality, title, non- infringement, merchantability, and fitness for a particular purpose.

Defense of third-party claims.

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

a. By Microsoft. Microsoft will defend Customer against any third-party claim to the extent it alleges that a Product made available by Microsoft for a fee and used within the scope of the license granted under this Agreement (unmodified from the form provided by Microsoft and not combined with anything else), misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party. If Microsoft is unable to resolve a claim of misappropriation or infringement, it may, at its option, either (1) modify or replace the Product with a functional equivalent or (2) terminate Customer's license and refund any license fees (less depreciation for perpetual licenses), including amounts paid in advance for unused consumption for any usage period after the termination date.

Microsoft will not be liable for any claims or damages due to Customer's continued use of a Product after being notified to stop due to a third-party claim.

b. By Customer. To the extent permitted by applicable law, Customer will defend Microsoft and its Affiliates against any third-party claim to the extent it alleges that: (1) any Customer Data or Non-Microsoft Product hosted in an Online Service by Microsoft on Customer's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Customer's use of any Product, alone or in combination with anything else, violates the law or harms a third party.

Limitation of liability.

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the Products during the term of the applicable licenses, subject to the following:

a. Subscriptions. For Products ordered on a subscription basis, Microsoft's maximum liability to Customer for any incident giving rise to a claim will not exceed the amount Customer paid for the Product during the 12 months before the incident.

b. Free Products and distributable code. For Products provided free of charge and code that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US$5,000.

c. Exclusions. In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or loss of use, loss of profits, or interruption of business, however caused or on any theory of liability.

d. Exceptions. No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

Partners.

Selecting a Partner. Customer may authorize a Partner to place orders on Customer's behalf and manage Customer's purchases by associating the Partner with its account. If the Partner's distribution right is terminated, Customer must select an authorized replacement Partner or purchase directly from Microsoft. Partners and other third parties are not agents of Microsoft and are not authorized to enter into any agreement with Customer on behalf of Microsoft.

Partner Administrator privileges and access to Customer Data. If Customer purchases Online Services from a Partner or chooses to provide a Partner with administrator privileges, that Partner will be the

primary administrator of the Online Services and will have administrative privileges and access to Customer Data and Administrator Data. Customer consents to Microsoft and its Affiliates providing the Partner with Customer Data and Administrator Data for purposes of provisioning, administering and supporting (as applicable) the Online Services. Partner may process such data according to the terms of Partner's agreement with Customer, and its privacy commitments may differ from Microsoft's. Customer appoints Partner as its agent for purposes of providing and receiving notices and other communications to and from Microsoft. Customer may terminate the Partner's administrative privileges at any time.

Support and Professional Services. Customer's Partner will provide details on support services available for Products purchased under this agreement. Support services may be performed by Partner or its designee, which in some cases may be Microsoft. If Customer purchases Professional Services under this agreement, the performance of those Professional Services will be subject to the terms and conditions in the Use Rights.

Pricing and payment.

If Customer orders from a Partner, the Partner will set Customer's pricing and payment terms for that order, and Customer will pay the amount due to the Partner. Pricing and payment terms related to orders placed by Customer directly with Microsoft are set by Microsoft, and Customer will pay the amount due as described in this section.

Payment method. Customer must provide a payment method or, if eligible, choose to be invoiced for purchases made on its account. By providing Microsoft with a payment method, Customer (1) consents to Microsoft's use of account information regarding the selected payment method provided by the issuing bank or applicable payment network; (2) represents that it is authorized to use that payment method and that any payment information it provides is true and accurate; (3) represents that the payment method was established and is used primarily for commercial purposes and not for personal, family or household use; and (4) authorizes Microsoft to charge Customer using that payment method for orders under this Agreement.

Invoices. Microsoft may invoice eligible Customers. Customer's ability to elect payment by invoice is subject to Microsoft's approval of Customer's financial condition. Customer authorizes Microsoft to obtain information about Customer's financial condition, which may include credit reports, to assess Customer's eligibility for invoicing. Unless the Customer's financial statements are publicly available, Customer may be required to provide their balance sheet, profit and loss and cash flow statements to Microsoft. Customer may be required to provide security in a form acceptable to Microsoft to be eligible for invoicing. Microsoft may withdraw Customer's eligibility at any time and for any reason.

Customer must promptly notify Microsoft of any changes in its company name or location and of any significant changes in the ownership, structure, or operational activities of the organization.

Invoice Payment terms. Each invoice will identify the amounts payable by Customer to Microsoft for the period corresponding to the invoice. Customer will pay all amounts due within thirty (30) calendar days following the invoice date.

Late Payment. Microsoft may, at its option, assess a late fee on any payments to Microsoft that are more than fifteen (15) calendar days past due at a rate of two percent (2%) of the total amount payable, calculated and payable monthly, or the highest amount allowed by law, if less.

Cancellation fee. If a subscription permits early termination and Customer cancels the subscription before the end of the subscription or billing period, Customer may be charged a cancellation fee.

Recurring Payments. For subscriptions that renew automatically, Customer authorizes Microsoft to charge Customer's payment method periodically for each subscription or billing period until the subscription is terminated. By authorizing recurring payments, Customer authorizes Microsoft to process such payments as either electronic debits or fund transfers, or as electronic drafts from the designated bank account (in the case of Automated Clearing House or similar debits), as charges to the designated card account (in the case of credit card or similar payments) (collectively, "Electronic Payments"). If any payment is returned unpaid or if any credit card or similar transaction is rejected or denied, Microsoft or its service providers reserve the right to collect any applicable return item, rejection or insufficient funds fee to the maximum extent permitted by applicable law and to process any such fees as an Electronic Payment or to invoice Customer for the amount due.

Taxes. Microsoft prices exclude applicable taxes unless identified as tax inclusive. If any amounts are to be paid to Microsoft, Customer shall also pay any applicable value added, goods and services, sales, gross receipts, or other transaction taxes, fees, charges, or surcharges, or any regulatory cost recovery surcharges or similar amounts that are owed under this Agreement and that Microsoft is permitted to collect from Customer. Customer shall be responsible for any applicable stamp taxes and for all other taxes that it is legally obligated to pay including any taxes that arise on the distribution or provision of Products by Customer to its Affiliates. Microsoft shall be responsible for all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits, and taxes on its property ownership.

If any taxes are required to be withheld on payments invoiced by Microsoft, Customer may deduct such taxes from the amount owed and pay them to the appropriate taxing authority, but only if Customer promptly provides Microsoft an official receipt for those withholdings and other documents reasonably requested to allow Microsoft to claim a foreign tax credit or refund. Customer will ensure that any taxes withheld are minimized to the extent possible under applicable law.

Term and termination.

a. **Term.** This Agreement is effective until terminated by a party, as described below.

b. Termination without cause. Either party may terminate this Agreement without cause on 60 days' notice. Termination without cause will not affect Customer's perpetual licenses, and licenses granted on a subscription basis will continue for the duration of the subscription period(s), subject to the terms of this Agreement.

c. Termination for cause. Without limiting other remedies it may have, either party may terminate this Agreement on 30 days' notice for material breach if the other party fails to cure the breach within the 30-day notice period. Upon such termination, the following will apply:

(1) All licenses granted under this Agreement will terminate immediately except for fully-paid, perpetual licenses.

(2) All amounts due under any unpaid invoices shall become due and payable immediately. For metered Products billed periodically based on usage, Customer must immediately pay for unpaid usage as of the termination date.

(3) If Microsoft is in breach, Customer will receive a credit for any subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.

d. Suspension. Microsoft may suspend use of an Online Service without terminating this Agreement during any period of material breach. Microsoft will give Customer notice before suspending an Online Service when reasonable.

e. Termination for regulatory reasons. Microsoft may modify, discontinue, or terminate a Product in any country or jurisdiction where there is any current or future government regulation, obligation, or other requirement, that (1) is not generally applicable to businesses operating there; (2) presents a hardship for Microsoft to continue offering the Product without modification; or (3) causes Microsoft to believe these terms or the Product may conflict with any such regulation, obligation, or requirement. If Microsoft terminates a subscription for regulatory reasons, Customer will receive, as its sole remedy, a credit for any subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.

Miscellaneous.

a. Independent contractors. The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other's Confidential Information.

b. Agreement not exclusive. Customer is free to enter into agreements to license, use, and promote the products and services of others.

c. Amendments. Microsoft may modify this Agreement from time to time. Changes to the Use Rights will apply as provided in this Agreement. Changes to other terms will not apply until Customer accepts them.

Microsoft may require Customer to accept revised or additional terms before processing a new order. Any additional or conflicting terms and conditions contained in a purchase order or otherwise presented by Customer are expressly rejected and will not apply.

d. Assignment. Either party may assign this Agreement to an Affiliate, but it must notify the other party in writing of the assignment. Customer consents to the assignment to an Affiliate or third party, without prior notice, of any rights Microsoft may have under this Agreement to receive payment and enforce Customer's payment obligations, and all assignees may further assign such rights without further consent. Any other proposed assignment of this Agreement must be approved by the non- assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned Agreement. Any attempted assignment without required approval will be void.

e. U.S. export. Products are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft products, services, and technologies.

f. Severability. If any part of this Agreement is held to be unenforceable, the rest of the Agreement will remain in full force and effect.

g. Waiver. Failure to enforce any provision of this Agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.

h. No third-party beneficiaries. This Agreement does not create any third-party beneficiary rights except as expressly provided by its terms.

i. Survival. All provisions survive termination of this Agreement except those requiring performance only during the term of the Agreement.

j. Notices. Notices must be in writing and will be treated as delivered on the date received at the address, date shown on the return receipt, email transmission date, or date on the courier or fax confirmation of delivery. Notices to Microsoft must be sent to the following address:

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511-1137
USA

k. Applicable law. This Agreement will be governed by and construed in accordance with the laws of the State of Washington and federal laws of the United States. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Agreement.

l. Dispute resolution. When bringing any action arising under this Agreement, the parties agree to the following exclusive venues:

(1) If Microsoft brings the action, the venue will be where Customer has its headquarters.

(2) If Customer brings the action against Microsoft or any Microsoft Affiliate located outside of Europe, the venue will be the state or federal courts in King County, State of Washington, USA.

(3) If Customer brings the action against Microsoft or any Microsoft Affiliate located in Europe, and not also against Microsoft or a Microsoft Affiliate located outside of Europe, the venue will be the Republic of Ireland.

The parties consent to personal jurisdiction in the agreed venue. This choice of venue does not prevent either party from seeking injunctive relief in any jurisdiction with respect to a violation of intellectual property rights or confidentiality obligations.

m. Order of precedence. These General Terms will take precedence over any conflicting terms in other documents that are part of this Agreement that are not expressly resolved in those documents, except that conflicting terms in the Use Rights take precedence over these General Terms as to the applicable Products. Terms in the Online Services Terms take precedence over conflicting terms in the Product Terms. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

n. Microsoft Affiliates and contractors. Microsoft may perform its obligations under this Agreement through its Affiliates and use contractors to provide certain services. Microsoft remains responsible for their performance.

o. Government procurement rules. By accepting this agreement, Customer represents and warrants that (i) it has complied and will comply with all applicable government procurement laws and regulations; (ii) it is authorized to enter into this Agreement; and (iii) this Agreement satisfies all applicable procurement requirements.

Definitions.

"Administrator Data" means the information provided to Microsoft or its Affiliates during sign-up, purchase, or administration of Products.

"Affiliate" means any legal entity that controls, is controlled by, or is under common control with a party. "Control" means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.

"Confidential Information" is defined in the "Confidentiality" section.

"Customer" means the entity identified as such on the account associated with this Agreement.

"Customer Data" means all data, including all text, sound, software, image or video files that are provided to Microsoft or its Affiliates by, or on behalf of, Customer and its Affiliates through use of Online Services.

"End User" means any person Customer permits to use a Product or access Customer Data.

"Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

"Microsoft" means Microsoft Corporation.

"Non-Microsoft Product" means any third-party-branded software, data, service, website or product, unless incorporated by Microsoft in a Product.

"Online Services" means Microsoft-hosted services to which Customer subscribes under this Agreement. It does not include software and services provided under separate license terms.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Licensing Site and updated from time to time.

"Partner" means a company Microsoft has authorized to distribute Products to Customer.

"Personal Data" means any information relating to an identified or identifiable natural person.

"Product" means all Software and Online Services identified in the Product Terms that Microsoft offers under this Agreement, including previews, prerelease versions, updates, patches and bug fixes from Microsoft. Product availability may vary by region. "Product" does not include Non-Microsoft Products.

"Product Terms" means the document that provides information about Products available under this Agreement. The Product Terms document is published on the Licensing Site and is updated from time to time.

"Publisher" means a provider of a Non-Microsoft Product.

"Representatives" means a party's employees, Affiliates, contractors, advisors and consultants.

"SLA" means Service Level Agreement, which specifies the minimum service level for the Online Services and is published on the Licensing Site.

"Software" means licensed copies of Microsoft software identified in the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

"use" means to copy, download, install, run, access, display, use or otherwise interact with.

"Use Rights" means the license terms and terms of service for each Product published on the Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. License terms for all Products are published in the Product Terms. Terms of service for Online Services are published in the Online Services Terms

Schedule A – OASIS Cloud Legal Terms and Conditions

This Schedule A sets forth the general terms and conditions of the OASIS Cloud Solution between the Client and CGI. This Schedule A is effective upon the Effective Date.

1. Services To Be Performed

1.1. Authorization To Perform Services

Each instance in which CGI will perform Services for Client will be authorized by:

1.1.1. In the case of on-premise Advantage Software Maintenance Services, execution of this Contract incorporating Schedule C (the CGI Advantage® Proprietary Software Maintenance Agreement); or

1.1.2. In the case of Advantage Cloud Services support, execution of this Contract incorporating Schedule H (CGI Advantage® Cloud Support Program); or

1.1.3. In the case of Project Services, either:

1.1.3.1. Discretionary Hours – as further described in Section 2 (Discretionary Hours and Budget), subsection 2.1 (Discretionary Hours) below. For clarity, a discretionary hours request, and subsequent Services provided by CGI pursuant to such request, may not require a Statement of Work in all instances.

1.1.3.2. Statement of Work – execution of a Statement of Work as specified in Schedule E (OASIS Cloud Project Services Terms).

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. CGI will notify the State in advance of subcontracting or delegating (i) any material obligation hereunder or (ii) any function that will materially impact the State's user experience. Unless specifically indicated otherwise, CGI will nevertheless be responsible to Client for performance of the Services regardless of the use of such Affiliates or third party suppliers.

1.3. Changes and Delays to Services

Changes to Services will be effectuated through execution of a new Cloud Order Summary or of a Change Order modifying a Cloud Order Summary and, if applicable, the underlying Statement of Work. The process for modifying a Statement of Work is specified in Schedule E. If either Party's delay or failure in satisfying its responsibilities under the Contract or any Statement of Work impacts the other

Party's ability to perform its obligations or the cost of doing so, such impact will be addressed through a Change Order in accordance with the applicable terms of the Contract equitably adjusting applicable schedules and compensation.

2. Discretionary Hours Budget and Payment

2.1. Discretionary Hours

In the event that the State requires certain system support and necessary enhancements that are outside the scope of the Contract, (including: implementation of new features, enhancements, configuration, training, design, consulting, State legislative changes that impact the Solution, or additional maintenance not covered by the PSMA, provided that CGI is the sole vendor able to perform the services), the State agrees to pay CGI for such additional services on an hourly, pre-approved, as needed basis at the rates set forth below and in accordance with the terms of this Section 2.1. CGI will bill the State monthly at the hourly rates listed in Schedule L for the actual hours worked providing these services.

In order to use discretionary hours, the State will submit requests for services in writing to a CGI Project Manager (e.g., Level of Effort). The CGI Project Manager will request and receive formal written approval from the OASIS Project Director before beginning work on any service requests. The OASIS Project Director may delegate approval authority to the OASIS Project Manager and/or another individual of the OASIS Projector Director's choice if done in writing to cover periods that the OASIS Project Director will be unavailable.

Any Level of Effort for discretionary services or Solution changes that is $500,000 or above will be mutually agreed to by the State Project Manager and CGI Project Manager and follow the Statement of Work process described in *Schedule E (OASIS Cloud Project Services Terms)*.

For the avoidance of doubt, the State is not obligated to pay, and CGI is not obligated to perform any services related to discretionary hours, nor is any minimum number of hours or amount guaranteed by the State.

2.2. CGI Key Staff

The State has the right to review and approve the initial assignment and any changes to the CGI Key Staff roles listed in Table 3, below. In addition, the State may request that CGI remove and replace any Key Staff upon advance written notice due to reasonable concerns about performance or any other lawful reason. In the event that the State so requests, management representatives of the Parties will promptly meet to discuss the State's concerns. In the event that CGI cannot address the State's concerns within a reasonable period of time after the initial meeting, CGI will remove or replace the Key Staff as requested. The State will not unreasonably delay or withhold approval of initial or changed Key

Staff. During the remainder of the Contract Term, the Engagement Manager (or equivalent role) will be Key Staff. During the performance of any Project Services, the associated Project Manager (or equivalent role) will be Key Staff, and after the Cloud Upgrade, the Cloud Service Delivery Manager (or equivalent role) will be Key Staff. Descriptions of the aforementioned roles are as follows in Table 3.

Table 3: CGI Key Staff Roles

CGI Role	FTE Counts	Role Description
Engagement Manager (or equivalent role)	0.5 FTE = during upgrade 0.1 FTE = upon completion of Post-implementation support (see Statement of Work) through the remaining Contract term	The Engagement Manager has overall responsibility for the engagement with the State and is responsible for day-to-day management of program teams across client and CGI sites, as well as coordination of activities to help achieve contract requirements. The Engagement Manager will conduct periodic reviews of strategy, approach, and progress with the State Project / Program Manager.
Project Manager (or equivalent role)	1.0 FTE = during upgrade	The Project Manager performs the tasks necessary to monitor scope, schedule, budget, and prepares status reports reflecting the current state of project activities. The Project Manager performs standard project management processes to monitor and oversee risk, issue, quality, change management, and project communications for the project duration. The Project Manager works in close coordination with the State Project / Program Manager who is assisting and coordinating State resources assigned to the project.
Cloud Service Delivery Manager (or equivalent role)	0.5 FTE = during the upgrade and through the Contract term	The Cloud Service Delivery Manager serves as a key point of contact for the State during and after the implementation of the Cloud Upgrade. The Cloud Service Delivery Manager has contextual knowledge of the State's implementation of the CGI Cloud Solution, and can facilitate rapid resolution to identified problems and be proactive with potential upcoming issues.

In each additional SOW executed pursuant to the OASIS Cloud Terms and Conditions, if any, the Parties will mutually agree on the Key Staff.

2.3. CGI Customer Success Manager

CGI Advantage Program's Customer Success Manager helps facilitate the State to obtain value from Advantage Cloud and ongoing Feature Sets. Customer Success Managers (CSMs) provide a local point of contact from the Advantage Program.

The yearly price of the CSM is as set forth in Schedule L.

3.7.2.12. Log a support center ticket to request the move of Client developed interfaces, reports or BIRT forms between environments and to request any corresponding additions or updates to the batch processing cycles.

3.7.3. CGI Responsibilities during Ongoing Phase

3.7.3.1. Update the Operational Framework with the updated Processing Schedule annually.

3.7.3.2. Perform batch operations, delivery of production data to non-production environment(s) including delivery to support preliminary payroll cycles in non-production, and Scheduled Maintenance per the Processing Schedule. The non-production Cloud Applications will remain available to the State during preliminary payroll cycle.

3.7.3.3. Perform updates to processing scripts and backups for the Cloud Application(s) production environment as CGI determines to be necessary.

3.7.4. Client Responsibilities during Ongoing Phase

3.7.4.1. Provide the updated Processing Schedule annually for each year in the Cloud Order Summary term no later than ninety (90) calendar days preceding the beginning of the applicable year.

3.7.4.2. Discuss requested changes to the Processing Schedule during the regularly scheduled checkpoints calls with the CGI Cloud team.

3.7.4.3. Execute all batch processing in the non-production environments including preliminary payroll cycles.

3.8. Disaster Recovery

3.8.1. CGI Responsibilities during Pre-Go-Live Phase

3.8.1.1. Create a Disaster Recovery guide for the Client participation in the CGI Disaster Recovery program for the production Cloud Applications. The guide documents the date and times for the Disaster Recovery exercise components, the access information and links to the Disaster Recovery site once it becomes available for the exercise, and testing limitations surrounding the exercise. Similar information is provided in the event of a Disaster.

3.8.1.2. Disaster Recovery planning activities are based on a maximum:

3.8.1.2.1. Recovery Point Objective of one (1) hour; and,

3.8.1.2.2. Recovery Time Objective of twelve (12) hours.

3.7.2.2. Establish, configure, manage and maintain Client Integrations (i.e., through CGI Advantage® Connect).

3.7.2.3. Establish the Processing Schedule per the Project Schedule, using CGI's template and assistance as needed, to identify requirements for Cloud Application(s) business operations events.

3.7.2.4. Provide support for testing and remediation of issues or incidents related to interface files or connectivity. Conduct system and integration testing on all interfaces, reports, analytics, dashboards and forms in non-production environments. In addition, conduct full production-volume performance testing on all interfaces in non-production environments prior to migrating into the production environment. Testing and remediation responsibilities include, but are not limited to, resolving incidents where the file is not in the expected location or format, the file is incomplete, access is unsuccessful, or interface software is not performing as expected.

3.7.2.5. Coordinate the timely availability of data within a mutually agreed timeframe and format through secure transmission mechanism directly from Client's facility or third party facility in advance of the expected job schedule to ensure on time processing. All data files will be delivered to predetermined location and contain the appropriate content with confirmed data integrity.

3.7.2.6. Develop and/or modify Client scripts to appropriately process interface files to/from the Client secure transmission mechanism.

3.7.2.7. Notify and coordinate with CGI any required mutually agreed scheduling changes no later than four (4) hours prior to the start of the item being scheduled (e.g., prior to the start of the batch processing schedule in which a job timing is being modified).

3.7.2.8. Provide for report scheduling, distribution and output handling as well as issue resolution for Client-specific reports, analytics and dashboards.

3.7.2.9. Provide timely validation of the application output associated with application configuration, use, and functional application management (i.e. outside of CGI's purview).

3.7.2.10. Provide at least thirty (30) days advance notice of any anticipated increase in processing volumes over twenty percent (20%) outside of gradual and agreed upon growth projections, as outlined in Section 4 (CGI Advantage® Cloud Solution Information) of the applicable Cloud Order Summary.

3.7.2.11. Support performance testing as defined in Written Deliverable No. 5 – Performance Test Plan.

3.7.1.4. Deliver production data to non-production environment(s) per the Processing Schedule. This service generally is expected to occur infrequently (i.e., not more than once (1) per month unless required to address a Critical/Serious Issue).

3.7.1.5. For at least thirty (30) days prior to Go-Live, perform production batch operations to support testing activities to verify expected operational outcomes to the Client; results deviating from mutually agreed business requirements will be addressed as part of this testing process.

3.7.1.6. Report any incidents with interface, report or batch job configuration and/or processing to the appropriate Client contact(s) for resolution.

3.7.1.7. Provide Written Deliverable No. 5 – Performance Test Plan.

3.7.1.8. Execute performance testing for the Cloud Upgrade as defined in Written Deliverable No. 5 – Performance Test Plan.

3.7.1.9. Review and process requests to move Client developed interfaces, reports or BIRT forms between environments and requests for corresponding additions or updates to the batch processing cycles.

3.7.2. Client Responsibilities during Pre-Go-Live Phase

3.7.2.1. Provide documentation for:

3.7.2.1.1. All interface files including file locations, anticipated size, format, and frequency.

3.7.2.1.2. User access for the exchange of interface files via the designated secure transmission mechanism. Additionally, as necessary, establish means to distinguish and support the handling of interface files (e.g., production vs. non-production).

3.7.2.1.3. Technical specifications required to establish connectivity to Client-provided secure transmission server or service with a preference of Secured File Transfer Protocol ("SFTP") or File Transfer Protocol Secured ("FTPS"). In the event the Client-provided server or service is contracted by the Client through a separate file transfer managed service provider, the Client shall maintain primary communication with such provider and provide to CGI the appropriate specifications and credentials to access the server or service.

3.7.2.1.4. Interface and reporting operational requirements and Processing Schedule. Requirements include the timing, dependencies, and expected outcome of each interface and reporting job within each of the batch schedules.

3.6.2.4. Provide business intelligence (e.g., queries, reports, analytics, dashboards) reporting analysis and end user support such as training and supporting the end users on how to develop efficient and accurate custom ad-hoc queries/reports/analytics/dashboards and appropriate times and methods to execute them.

3.6.3. CGI Responsibilities during Ongoing Phase

No additional responsibilities.

3.6.4. Client Responsibilities during Ongoing Phase

No additional responsibilities.

3.7. Operations Management

3.7.1. CGI Responsibilities during Pre-Go-Live Phase

3.7.1.1. Provide the Processing Schedule template, and assist Client with completion for the Pre-Go-Live Phase and the first year of production operations beyond the Go-Live Date. Update the Operational Framework with the Processing Schedule.

3.7.1.2. Install the Cloud Applications batch framework for the production environment.

3.7.1.2.1. Define and establish interface, reporting, and batch job controls per the Processing Schedule. This includes the Client-provided timing, dependencies, and expected outcome of each interface, report and batch job within each schedule element.

3.7.1.2.2. Using information provided by the Client, define input/access/distribution requirements for interfaces, reports, analytics, dashboards and batch job outputs. This includes transmission of data exclusively through secure electronic means directly to and from Client staff or designated third party interfacing entities. It also includes providing a mechanism to schedule Client reports, analytics, dashboards and outputs, making them available electronically to authorized users as required by the Processing Schedule.

3.7.1.2.3. Develop and/or modify scripts to appropriately process interface files from/to the client-designated location to/from the Cloud Application(s).

3.7.1.3. Support testing to validate the operations services are working as expected. This includes testing CGI's responsibilities for interface files, forms, reports, analytics, dashboards and CGI Advantage® Updates as needed.

3.6. Cloud Application Maintenance

3.6.1. CGI Responsibilities during Pre-Go-Live Phase

3.6.1.1. Provide CGI Advantage® scripts used to sanitize Client's sensitive information from data stores. Customize scripts as needed for Client-specific sanitization requirements due to business needs. Execute scripts against Client data in one non-production environment 2-3 months prior to Go-Live, immediately following Go-Live, and then as needed to support the Services. Move resulting data to internal CGI support environment(s).

3.6.1.2. Perform issue management and resolution.

3.6.1.3. Provide Critical and Serious Issue Patches once available.

3.6.1.4. Patch Cadence: Provide Issue Patches as part of the CGI Advantage® Updates. CGI implements these on a regular schedule to the Patch Cadence Environment. Following the Client testing window, CGI deploys the Patches to the other non-production and production environments. The non-production environments are used for various project activities including parallel payroll processing after Go Live.

3.6.1.5. Provide configuration management and application code version control and tracking for the Cloud Application(s).

3.6.2. Client Responsibilities during Pre-Go-Live Phase

3.6.2.1. Support preparation of internal CGI support environment(s) by accommodating the use of one non-production environment for tasks outlined in subsection 3.6.1.1 just above. Review scripts to provide requirements for script customization and provide approval of final scripts to sanitize data prior to CGI use.

3.6.2.2. Establish and perform application functional support and configuration activities such as workflow configuration, adding users to workflows, maintaining workflow metadata, maintaining centralized master data codes, and providing support for the maintenance of decentralized master data codes.

3.6.2.3. Execute testing, including user acceptance testing, in support of CGI Advantage® Updates, including interfaces, reports, analytics, dashboards and forms prior to production migration. Testing generally will include the Client executing transactions and/or jobs in the Patch Cadence Environment. Testing for the Patch Cadence is available for two (2) weeks prior to the Patches moving to subsequent environments.

3.5.3.1.2. CGI determines that a failure to do so may harm CGI or Client, immediately on notice to Client at any time of day.

In either case, CGI will make reasonable efforts to obtain Client's prior written approval of the institution of such Scheduled Maintenance.

3.5.4. Client Responsibilities during Ongoing Phase

3.5.4.1. Most users will connect to the CGI Advantage Solution via the public internet. A very limited number of users will connect via a site-to-site VPN connection to perform certain functions such as direct database queries and file transfers.

3.5.4.1.1. Client will be responsible for providing the tool(s) to be used to perform direct database queries to the CGI Advantage Cloud Application(s) database (such access excludes CGI Advantage Insight). Client database access will be limited to a maximum of **50 named users** determined by the Client, and such access subject to the use terms specified in Schedule A, Section 4.4 (Use of the CGI System).

3.5.4.2. Client may utilize its own software tools to periodically check availability or Transaction Response Time of the CGI Advantage Cloud Application(s) as follows:

3.5.4.2.1. Client is responsible for the purchase of such software tools including applicable terms of use of such tools.

3.5.4.2.2. Client may periodically 'ping' the CGI Advantage Cloud Application(s) to verify its availability. This is expected to occur on an infrequent basis (i.e., no more frequently than every 30 minutes) and shall: (i) limit impact on performance of the CGI Advantage Cloud Application and the CGI System, and (ii) not intentionally disrupt CGI's System monitoring tools or cause a notification within CGI's System monitoring tools that may be interpreted as a Security Incident within the CGI System.

3.5.4.2.3. Client may periodically test the Transaction Response Time of a given CGI Advantage transaction to assess Cloud Application performance. This is expected to happen on an infrequent basis, as needed (e.g., when Client is made aware of performance degradation within a CGI Advantage Cloud Application by an End User). Client acknowledges and understands that specific Transaction Response Times for a CGI Advantage Cloud Application measured using its own software tool(s) may not match the Transaction Response Times measured for the same by CGI using its own monitoring tools due to network latency and other factors.

3.5.1.1. Provide Written Deliverable No. 2 – Technical Architecture and Environment Overview.

3.5.1.2. Define, configure, manage and maintain the databases required for the Cloud Application(s). Provide database administration support including configuration and monitoring.

3.5.1.3. Provide and install the Cloud Application(s). Document the timing and readiness date of each Cloud Application within each environment in the Project Schedule.

3.5.1.4. On the readiness date per subsection 3.5.1.3 just above, provide online access to the Cloud Applications for the project activities absent the need to schedule maintenance during those hours to achieve project goals.

3.5.1.5. Define, implement and manage the Client's CGI System into the Scheduled Maintenance process. The CGI System will be unavailable during Scheduled Maintenance, the planned dates of which CGI documents via the Processing Schedule, including monthly maintenance in the weekend containing the second Saturday of the month, commencing following completion of Friday night processing through Sunday 12pm ET.

3.5.2. Client Responsibilities during Pre-Go-Live Phase

3.5.2.1. Provide relevant documentation detailing the Client's current application configuration.

3.5.2.2. Define and perform associated application Pre-Go-Live and configuration to support business needs, such as setting up users, application control tables, parameters and data such that it meets the Client's business processing needs.

3.5.2.3. Provide support for reporting including, but not limited to, creating, maintaining, and resolving issues or incidents with custom Client reports, analytics and dashboards.

3.5.2.4. Execute testing including user acceptance testing and support full production data (i.e., user and transaction volume) performance/load testing in support of the Pre-Go-Live Phase.

3.5.3. CGI Responsibilities during Ongoing Phase

3.5.3.1. Provide online access to the Cloud Applications during Hours of Availability. CGI may add Scheduled Maintenance in the event:

3.5.3.1.1. Of an urgent business necessity, to coincide with times of minimal Solution traffic or use for Client and on reasonable advance notice to Client; or,

3.4.1.5.2. Update Cadence Environment: One (1) non-production environment is "production-like" including its codebase and near-current production data.

3.4.1.6. Install and configure the CGI System storage infrastructure to support the Cloud Application(s). Expandable storage of the type appropriate to the respective environment is allocated as needed within the limits defined in Section 4 (CGI Advantage® Cloud Solution Information) of the applicable Cloud Order Summary.

3.4.1.6.1. Provision and allocate storage capacity for the Cloud Application environments.

3.4.1.6.2. Perform storage growth analysis and monitoring, capacity and performance management to support the solution environments.

3.4.1.6.3. Perform backups and operational restoration testing and validation.

3.4.1.7. Define requirements and perform set-up of the requisite environment configuration to support the Cloud Application(s). This includes, but is not limited to, configuration of operating system, database and port settings; naming and other conventions for use by the Client and CGI; and system user access.

3.4.2. Client Responsibilities during Pre-Go-Live Phase

3.4.2.1. Support CGI's environment setup activities by providing environment elements identified in subsection 3.4.1.1 above.

3.4.2.2. Provide secure integrations and transmissions as well as SMTP mail services as noted in subsection 3.3.2 above including the provision, management and maintenance of any required environment(s) and/or storage.

3.4.3. CGI Responsibilities during Ongoing Phase

No additional responsibilities.

3.4.4. Client Responsibilities during Ongoing Phase

No additional responsibilities.

3.5. Cloud Application Environments

3.5.1. CGI Responsibilities during Pre-Go-Live Phase

3.3.3. CGI Responsibilities during Ongoing Phase

No additional responsibilities.

3.3.4. Client Responsibilities during Ongoing Phase

No additional responsibilities.

3.4. Physical/Virtual Environment and Storage

3.4.1. CGI Responsibilities during Pre-Go-Live Phase

3.4.1.1. Identify and collect from the Client environment elements (e.g., data, configuration settings, documentation) required for the Cloud Application(s) and other available related documentation and information regarding the environmental Pre-Go-Live requirements.

3.4.1.2. Determine CGI System environment(s) size based on the information provided by Client and specified in Section 4 (CGI Advantage® Cloud Solution Information) of the applicable Cloud Order Summary.

3.4.1.3. Provide, install, and maintain hardware, operating system, database, monitoring, and other software required to support the CGI System.

3.4.1.4. Perform CGI System monitoring as CGI determines necessary to support the Solution.

3.4.1.5. For Cloud Application(s), with the exception of the infoAdvantage, CGI Advantage Insight (unless otherwise agreed in accordance with Schedule L), OnCue360, and CGI Case Management environments as specified in the Cloud Order Summary Section 4.2 (Cloud Configuration Options), provide one (1) production environment and two (2) non-production environment(s), each with a copy of the production data. A third non-production environment will be provided during the transition phase to support training and other activities. The production environment will be used for performance testing prior to Go Live. The non-production environments will be used to support various project activities beyond Go Live including parallel payroll processing and training. The non-production environments are configured to support peak concurrent use up to fifty (50) users.

3.4.1.5.1. Patch Cadence Environment: One (1) non-production environment is used for Client testing following CGI implementation of a Feature Set, interim containers, Regulatory or Technical Stack Compatibility Updates, and Patches or Patch Sets.

confidentiality and other restrictions of the Solution Hosting Facility supplier. The SSAE No. 18 SOC 1 Type 2 report is produced for all CGI Advantage Cloud clients for the period September 1st – August 31st and is typically available within 90 days.

3.2.4. Client Responsibilities during Ongoing Phase

3.2.4.1. Provide level 1 help desk support for the Cloud Application(s), such as initial triage and primary contact with the end users reporting issues or incidents, and the logging and documentation of reported issues or incidents. Issues or incidents with CGI System that cannot be resolved by the Client's Level 1 Help Desk support will be submitted to CGI via the Ticketing System.

3.3. Network Management

3.3.1. CGI Responsibilities during Pre-Go-Live Phase

3.3.1.1. Define network and telecommunications Pre-Go-Live tasks, provision infrastructure, and install/configure/test network elements in support of CGI System, leading the testing of all applicable network connectivity points.

3.3.1.2. Provide Internet access to Cloud Applications in the Solution Hosting Facility and Disaster Recovery Hosting Facility, as applicable. The estimate of bandwidth required is based on sizing information provided in Section 4 (CGI Advantage® Cloud Solution Information) of the applicable Cloud Order Summary.

3.3.2. Client Responsibilities during Pre-Go-Live Phase

3.3.2.1. Provide CGI required information and access to knowledgeable resources to assist in the definition of network and telecommunications requirements; this will include information from any third parties for which the Client is responsible.

3.3.2.2. Coordinate and manage activities related to configuring and authorizing CGI's network connectivity to the Client network, if necessary.

3.3.2.3. Provision, configure, maintain, and manage secure integrations, and transmissions for interfaces or files as well as SMTP electronic mail services sent from the Cloud Application(s).

3.3.2.4. Provision, manage, and maintain adequately sized network services from the Client's WAN to end-user locations.

3.3.2.5. Participate as needed in testing CGI and Client network connectivity points.

3.1.2.8.3. Requests: Submit CGI Requests to the Ticketing System using the Incident indicator "Managed Services." Requests should be marked as such in the description to distinguish them from Issues or Incidents.

3.1.3. CGI Responsibilities during Ongoing Phase

3.1.3.1. Produce and provide a status report on Service Level performance at the frequency and with the information specified in the Service Level Agreement.

3.1.3.2. In addition to CGI's obligations with respect to the SOC 1 report, provide support as necessary for Client audits of the Solution during Business Hours, not to exceed one hundred (100) hours annually. If State requires additional support from CGI in excess of 100 hours, the State and CGI will leverage discretionary hours to provide the additional audit support.

3.1.4. Client Responsibilities during Ongoing Phase

No additional responsibilities.

3.2. Technical and Operational Management

3.2.1. CGI Responsibilities during Pre-Go-Live Phase

3.2.1.1. Perform Incident management and resolution.

3.2.1.2. Maintain third party supplier support contracts for the CGI System (i.e., system software).

3.2.1.3. Hosting Facility Configuration. Configure Hosting Facility infrastructure for Cloud Application(s) environments and establish the infrastructure management strategy, standards, procedures and third party supplier management.

3.2.2. Client Responsibilities during Pre-Go-Live Phase

3.2.2.1. Provide, manage, and operate Client employee workstation hardware, software, and other onsite Client equipment.

3.2.2.2. Provide support for infrastructure equipment at the Client site, such as equipment resets, if necessary, as requested by CGI.

3.2.3. CGI Responsibilities during Ongoing Phase

3.2.3.1. Commencing with the standard CGI audit cycle following the first full year of production operations, provide an annual SSAE No. 18 SOC 1 Type 2 report (or an equivalent report mutually agreed to by the Parties) for the Solution Hosting Facility infrastructure; subject to reasonable advance notice and applicable

number of checks produced each run) and unique batch processing outcomes of special runs will be communicated from the Client to CGI.

3.1.1.4.3. Define and document monitoring, remediation, escalation, and support procedures for Cloud Application operations.

3.1.2. Client Responsibilities during Pre-Go-Live Phase

3.1.2.1. Provide and maintain named Client individuals as primary and secondary points of contact, including which Client point(s) of contact are appropriate for Security Incident notifications, and comply with communication protocols.

3.1.2.2. Make Client staff and Client systems that are interdependent with the Solution available during the Hours of Availability.

3.1.2.3. Coordinate with CGI staff for services, support, scheduled testing, Scheduled Maintenance or other needs, responding promptly to CGI information requests.

3.1.2.4. Participate in the CGI Customer Satisfaction Assessment Program survey process.

3.1.2.5. Assist in problem identification and resolution as it relates to the Client's data, staff, and/or procedures as well as issues or incidents with CGI System and appropriate interaction with interfacing entities.

3.1.2.6. Follow the Acceptance Process specified in Schedule E for the Written Deliverables.

3.1.2.7. Notify CGI in advance of any changes to Client-provided information referenced in this Schedule H.

3.1.2.8. Report any issues or incidents to CGI using CGI's Ticketing System and process. To be considered reported, issues and incidents tickets must include details to clearly identify specifics of the issue or incident that allow CGI to recreate, troubleshoot and resolve, including, but not limited to, impacted module/function, screenshots, steps to recreate with expected versus actual outcome, and number of users impacted.

3.1.2.8.1. Incidents: Report Incidents in the Ticketing System using the Incident indicator "Managed Services."

3.1.2.8.2. Issues: Report issues in the Ticketing System using an Issue indicator naming the applicable Cloud Application in which the problem was encountered.

3. Cloud Services and the Parties' Associated Responsibilities

This section specifies the Cloud Services, distinguishes the Pre-Go-Live and Ongoing Phases of the Cloud Services, and identifies the ten (10) categories of Cloud Services that CGI will provide. For each such category, this section specifies, for both Pre-Go-Live and Ongoing Phases, the Cloud Services and Written Deliverables that CGI will provide and the respective responsibilities of the parties.

During the Ongoing Phase of each Cloud Service category specified in this section, unless otherwise specified, CGI will continue to provide Pre-Go-Live Phase Cloud Services, and CGI and Client Pre-Go-Live Phase responsibilities will continue. During the Ongoing Phase, CGI will update Written Deliverables provided during the Pre-Go-Live Phase that are designated as living documents. Ongoing Phase Cloud Services commence on Go-Live Date unless otherwise specified.

3.1. Relationship and Contract Management Services

3.1.1. CGI Responsibilities during Pre-Go-Live Phase

3.1.1.1. Provide Written Deliverable No. 1 – Operational Framework

3.1.1.2. Designate a Pre-Go-Live Phase manager (and his/her backup for when the Pre-Go-Live Phase manager is out of the office) who will coordinate technical Pre-Go-Live activities with the Client and within CGI. The Pre-Go-Live Phase manager will participate in the Cloud Services from commencement of the Pre-Go-Live Phase through the Go-Live Date.

3.1.1.3. Perform monthly engagement status and assessment meetings. Perform CGI's Customer Satisfaction Assessment Program survey process with Client.

3.1.1.4. Define and document key relationship and business operations elements like points of contact, escalation, scheduling, business process monitoring, status reporting, and other procedural items. Define the operating model between the parties in the form of the Operational Framework.

3.1.1.4.1. Define, document and maintain a living Contact and Escalation List work product, outlining the mutually agreed communication protocols such as escalation and call out procedures, including responsible parties and a finite number of designated points of contact for each (i.e., two (2) to three (3) named individuals per party), including which CGI point(s) of contact are appropriate for Security Incident notifications.

3.1.1.4.2. Document how CGI will assume responsibility for maintenance and support of the new Cloud Application(s) including assimilation and transition from the Client to CGI staff, as appropriate. For example, mutually agreed requirements of batch processing executions (e.g., typical

Parties' Associated Responsibilities) below as appropriate. Written Deliverables are subject to the Acceptance Process in accordance with Schedule E.

No.	Written Deliverable	Written Deliverable Description
1	Operational Framework	The Operational Framework details the steps Client and CGI will follow to interact with each other, such as when to use which contact mechanism, cutoff times for processing changes, agreed upon "what to do when" procedures, as well as forms required as part of certain Client requests to CGI. This artifact also includes contact and escalation information for both parties. The Operational Framework is a living document updated throughout the Contract term. The Written Deliverable is a Microsoft Word file distributed as an Adobe pdf file.
2	Technical Architecture and Environment Overview	The Technical Architecture and Environment Overview describes the proposed technical architecture and includes blueprints for the Solution based on requirements identified during the Pre-Go-Live Phase, and a logical diagram of the relevant elements of the production and non-production Cloud Applications. This logical diagram provides a high-level, architecture topology including physical and virtual components and relevant network traffic details (exclusive of CGI IP addresses and sensitive information) for both production and non-production environments. The Written Deliverable is a Microsoft Visio diagram distributed as an Adobe pdf file.
3	Technical Readiness Checklist	The Technical Readiness Checklist consists of detailed documentation of areas of consideration, their owner and relevant criteria to be considered prior to a go/no-go decision. This is not the functional go/no-go criteria list or the cutover plan itself, but rather the checklist of items to be completed before Go-Live (e.g., communicate to team X about Y, notify vendors on X date). The Written Deliverable is a Microsoft Excel file distributed as such.
4	Technical Cutover Plan	The Technical Cutover Plan consists of the detailed steps required to perform the technical production cutover process. Draft document will be created mid-Pre-Go-Live Phase and enhanced/modified during the mock cutover process(es), both in accordance with the Project Schedule. Timing of associated steps will be documented to facilitate final cutover planning. Details include the preparation of data to be loaded into the Cloud Applications, turning on/off elements as part of cutover (e.g., using real email addresses rather than test ones for vendors). The Written Deliverable is a Microsoft Excel file distributed as such.
5	Performance Test Plan	The Performance Test Plan defines the scope, schedule and detailed responsibilities of the parties to conduct performance testing during the Cloud Upgrade. The Written Deliverable is a Microsoft Word file distributed as an Adobe pdf file.

1.4.2.2. Additional reporting, measurement, or use of State-specific tools and technologies by CGI; and

1.4.2.3. Procurement of additional environments, storage, or other infrastructure elements.

When CGI believes that additional charges are required as a result of a Change Order, a proposal containing the following shall be provided to Client to provide justification for the charges including:

1.4.3. The reasons why CGI believes its costs will be impacted by the Change Order and any applicable supporting documentation; and

1.4.4. Details of proposed changes to the Fees based upon the above.

1.5. Single Go-Live

Go-Live for all Cloud Application components will occur as a single event (i.e., not be staged over a period of time).

1.6. SLA Remedy

CGI provides the Cloud Services in a manner that meets or exceeds applicable Service Levels specified in the Service Level Agreement. For any failure of the Cloud Services to meet or exceed the applicable Service Levels, Client's remedy shall be as specified in the Service Level Agreement. Service Credits assessed by the State in accordance with the Service Level Agreement shall be cumulative of the other remedies available to the State under the Contract; provided, however, that in the event that the State seeks other financial remedies for CGI's failure to meet its Service Level Agreement obligations, the State agrees that any such additional remedy shall be reduced by the amount of Service Credits previously assessed by the State with respect to the applicable CGI failure. Service Level Credits are subject to the limits on CGI liability specified in Schedule A, Section 8 (Limitation of Liability).

1.7. Sensitive Data

Client will not include Sensitive Data in reports to CGI of Issues, Incidents, Requests or any other Client communications with CGI, and Client will be responsible in the event any Sensitive Data is inadvertently shared.

CGI's security and data privacy obligations are included in Schedule J (CGI Advantage® Cloud Security Program), Exhibit 1 (SaaS Addendum) and Exhibit 2 (HIPAA Business Associate Addendum) attached to this Contract.

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 (Cloud Services and the

1.3. CGI Solutions Support Center

The CGI Engagement Manager is the single point of contact for all CGI activities under the Contract. CGI also provides a Cloud Service Delivery Manager as the single point of contact for all cloud related activities. In addition to the Engagement Manager and Cloud Service Delivery Manager, CGI provides Client with help desk support for the Solution via access to the CGI Solutions Support Center ("Support Center"), including phone and web support as follows:

1.3.1. Standard Hours of Operation. CGI Support Center personnel are available Monday – Friday 8am ET to 9pm ET, except CGI Holidays.

1.3.2. Access Methods. The phone number is 800.321.0267. The secure web site available 24/7 is https://sc.cgi.com/solutionssupport/.

1.3.3. Support Materials. CGI provides product guides, software downloads, training and other support materials.

1.3.4. Ticketing System. CGI provides an automated Ticketing System to manage delivery of the Cloud Services to Client, such as tracking of Incidents, Issues, and Requests.

1.3.5. Product Roadmap. CGI regularly posts product schedule updates on the Support Center.

1.3.6. Client Knowledge Sharing and Collaboration Space. CGI provides an area for clients to ask questions and share ideas, solutions and plans for use of CGI Advantage®.

1.4. Change Order Process

The parties will employ the Change Order Process to address any required changes to the Cloud Services, such as.

1.4.1. Changes:

1.4.1.1. Required to achieve compliance with revised state policies, standards, or laws after the Effective Date;

1.4.1.2. To mutually agreed business requirements including, but not limited to, the Processing Schedule, processing volumes exceeding the limits set in the applicable Cloud Order Summary; and

1.4.1.3. Increasing costs of providing a third party Solution Hosting Facility.

1.4.2. Client requests for:

1.4.2.1. New initiatives or Services;

Schedule H – CGI Advantage® Cloud Support Program

This Schedule H specifies the Cloud Services and other benefits CGI provides to Client as part of the CGI Advantage® Cloud Support Program.

1. Support Program Fundamentals

1.1. CGI Advantage® User Group Membership

As part of the Cloud Support Program, CGI will provide Client with membership in the CGI Advantage® User Group. This membership provides Client with the option to participate in various User Group activities such as the annual CGI Advantage® Forum, regional User Group meetings, and election of the User Group Steering Committee, which works closely with CGI on a variety of client topics. In addition to voting in the election, Client may nominate a candidate for election to the User Group Steering Committee.

1.2. CGI Advantage® Application Updates

As part of the Cloud Support Program CGI will provide Client with CGI Advantage® Updates periodically ~~to add business features, and no less than three (3) times per year, to address technical and functional~~ compatibility with system software, make updates for ongoing regulatory changes and changes to business practices, and provide corrections for CGI Advantage® defects. Client may elect to enable and/or disable any new features of a Cloud Application module (see Cloud Order Summary for the list of modules Client is subscribed to) delivered with a CGI Advantage Update. CGI will provide Client with access to each Update for a period of at least sixty (60) calendar days prior to promoting such Update to production. After sixty (60) calendar days, and provided there are no outstanding Critical Issues impacting critical State business functions, CGI and Client will mutually agree to a date to promote the CGI Advantage® Update(s) to production within the next thirty (30) calendar days. CGI Advantage® Updates introducing new modules and/or functionality may require additional set-up, configuration, and/or adjustments to Bundled Applications possibly requiring the Change Order process, which will be handled pursuant to the process set forth in Schedule G. CGI determines, at its sole discretion, based on input from the User Group Steering Committee, the Product Roadmap including content and schedule of CGI Advantage® Updates. CGI Advantage® Updates vary in size and scope but are planned for quick deployment and testing with new features disabled upon release. CGI Advantage® Updates may include:

1.2.1. Feature Sets

1.2.2. Regulatory Updates

1.2.3. Technical Stack Compatibility Updates

1.2.4. Patches and Patch Sets

3. CGI Right to Make Changes to the Solution

3.1. Changes to the Solution

Unless specified otherwise elsewhere in the Contract that CGI may not make a particular change to the Solution (in which case CGI must comply with the specifics of that section prior to making such change), CGI may make any changes in the Solution that CGI determines in its sole discretion to be necessary or appropriate, including but not limited to changes in facilities, computer hardware, systems and/or applications software, including without limitation, programming languages, data communications, location of systems and service equipment, provided that CGI otherwise complies with its obligations under the Contract, including the Service Levels.

However, during the term of the Contract, if CGI makes a change to any of the following Bundled Application software providers, the parties will work together in good faith to enter into a Statement of Work pursuant to this Contract to define the parties' roles and responsibilities with respect to the planning, management, testing, and deploying of such change into the State's production environment:

- BIRT for forms;
- Hitachi Pentaho for interfaces; or
- Microsoft Power BI (Advantage Insight) for reports

3.2. Third Party Terms

Any change to associated third party supplier terms and conditions will be effectuated in accordance with the terms of this Schedule G.

Any such change involving a cost change and/or an increase in price to a Bundled Application will be proposed by CGI to the State as a Change Order.

1.3. Additional Hosting Supplier Terms and Conditions

CGI acknowledges and understands that State Data must be stored and processed within the continental United States and hereby represents that Third Party Hosting Suppliers shall also be obligated to only store and process State Data within the continental United States.

1.3.1. **CGI Proprietary Data Center.** If CGI wishes to change the Solution Hosting Facility to an alternate CGI proprietary data center, CGI will notify the State of such change in Solution Hosting Facility in writing.

1.3.2. **Third Party Hosting Supplier.** If CGI wishes to propose a change to the Solution Hosting Facility that is not a CGI proprietary data center, CGI will: (i) notify the State of such change in Solution Hosting Facility; and (ii) prepare a Change Order for the State's review, which the State will promptly consider. For clarity, the State's approval is required before any change to a Third Party Hosting Supplier. In the event that the State agrees to the use of a Third Party Hosting Supplier by CGI, then the Change Order will identify such Third Party Hosting Supplier providing the Solution Hosting Facility. CGI shall be responsible for any permitted Third Party Hosting Supplier's compliance with all relevant terms of the Contract including its Schedules. CGI shall be liable for all actions of its permitted Third Party Hosting Supplier in breach of this Contract.

1.4. Changes in Third Party Supplier Terms and Conditions

Third party supplier terms and conditions, including pricing terms, governing the Bundled Applications and hosting of the Solution may be subject to change by the applicable third party supplier. CGI will notify Client in writing of any such changes, which will be presented to the State through the Change Order Process for consideration. Client is responsible for making itself knowledgeable concerning, and complying with, such changes in other third party supplier terms and conditions to which it has agreed in a Change Order.

2. Internet Connectivity to the Solution

Client acknowledges that there are risks inherent in Internet connectivity and that CGI has no control over the privacy or integrity of any information when the same is outside of the Point of Demarcation. Client is responsible for the availability of Client's network and dependent services (e.g. power) used for accessing the CGI System. CGI is not responsible or liable for Client's actions outside of the Point of Demarcation; CGI and its employees, associates and Affiliates will have no responsibility or liability in connection with Client's actions including for any Client disclosure of Confidential Information outside of the Point of Demarcation. Connections made via the public internet will have standard encryption (e.g., SSL).

Schedule G – CGI Advantage® Cloud Solution Access Terms

This Schedule G sets forth the terms and conditions governing Client's access to and use of the CGI Advantage® Cloud Solution where Client and CGI enter into a Cloud Order Summary for Cloud Services.

1. Client Access to and Use of the Solution

1.1. Access to and Acceptance of the Solution

Subject to Client having entered into a Cloud Order Summary for Cloud Services and having met its payment obligations under the applicable Cloud Order Summary, CGI hereby grants to Client a limited, non-exclusive, non-transferable right to access and use the Solution exclusively for its own internal business purposes during the term of, and in accordance with the terms of, the applicable Cloud Order Summary and the Contract.

1.2. Terms and Conditions Governing Client Use of Bundled Applications

1.2.1. In the event that the State has agreed to the use of one or more Bundled Applications, then with respect to such Bundled Applications, any applicable supplier terms and conditions agreed to by the State will be attached to or referenced in the Cloud Order Summary, as amended, and will apply to the associated Bundled Applications. In the event of conflict between the terms and conditions of the Contract and applicable attached supplier terms and conditions, the supplier terms and conditions take precedence over the Contract (except with respect to WV-96 and CGI's obligation to store and process State Data within the continental United States as set forth in Section 1.3 below) as they relate to the applicable Bundled Application.

1.2.2. CGI agrees to assign or pass through to the State or otherwise make available for the benefit of the State any manufacturer's or supplier's warranty applicable to any Bundled Application. Notwithstanding 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. Each Party will comply with its respective obligations with respect to any Bundled Applications, and violation by Client of the additional supplier terms and conditions attached to the Cloud Order Summary may result in termination of Client's right to use the applicable Bundled Application(s) under the Contract, and CGI's breach of any additional supplier terms and conditions will be a Breach under the Contract. Notwithstanding the foregoing, CGI will make commercially reasonable efforts to notify the State in the event that CGI becomes aware of any such violation or breach by the State. Changes in the Solution which CGI may make from time to time may require updates or the addition of Bundled Applications at Client's expense.

Update Cadence Environment	The CGI System non-production environment that is "production-like" including in its codebase and includes near-current production data.
User Group Steering Committee	The client-elected steering committee of the CGI Advantage® User Group.
Written Deliverable	A document designated in the applicable Statement of Work as a "Deliverable," such as a report, plan, or design.

Software Deliverable	An item of operational software designated in the applicable Statement of Work as a "Deliverable," including, as applicable, a completed system or any module, subsystem or release.
Solution Hosting Facility	The hosting facility provided by CGI and identified in the Cloud Order Summary.
Specifications	A mutually agreed document specifying the functions to be performed by a Software Deliverable.
Statement of Work	A document issued pursuant to this Contract substantially in the format of Exhibit A to Schedule E 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.
State Holidays	The days identified by the State as part of defining the annual Process Schedule, which are not Business Days, including any days proclaimed State Holidays by the Governor.
Support Center	**See CGI Solutions Support Center.**
Support Program or Cloud Support Program	The CGI program of Cloud Services specified in Schedule H attached to this Contract describing Cloud Services.
Supported Release	A release of the CGI Advantage® Solution for which CGI is actively providing fixes pursuant to the CGI Advantage Software Support Policy.
Technical Stack Compatibility Update	Compilation of updates to the Cloud Applications associated with technical product interaction requirements.
Third Party Hosting Supplier	The third party supplier, if any, identified in the Cloud Order Summary as the provider of the Solution Hosting Facility or permitted pursuant to Schedule G, Section 1.3.2 and associated Change Order executed by the parties pursuant thereto.
Ticketing System	The automated system provided by CGI to manage delivery of the Cloud Services to Client, such as tracking of Incidents, Issues, and Requests.
Transition Period	The period preceding expiration of the Contract during which CGI provides Transition Services pursuant to a Statement of Work.
Transition Services	Project Services provided by CGI under a Statement of Work to help facilitate transition of Cloud Applications operation to Client or another contractor during the Transition Period.

RASCI	Responsible, Accountable, Support, Consulted, Informed. RASCI refers to the tables listed in a Statement of Work that delineate each parties' involvement in certain tasks or phases of the project.
Recovery Point Objective or RPO	The acceptable amount of data loss experienced during a Disaster measured in time.
Recovery Time Objective or RTO	The period of time within which the CGI System will resume operations after a Disaster.
Regulatory Update	Compilation of updates to the Cloud Applications to comply with various regulatory entities.
Reimbursable Expenses	Mean incidental expenses reasonably incurred by CGI in performing its obligations under the Contract, including without limitation travel and living expenses.
Request	A written, reported Client request that is not an Issue or Incident.
Report, Reporting, and Reported	During Acceptance testing, the act of Client giving written notification to CGI of the existence of a Nonconformity in a Software Deliverable. A Nonconformity is considered Reported by Client only if Client's notification describes the Nonconformity in sufficient detail to allow CGI to recreate it.
Scheduled Maintenance	Planned maintenance activities to be performed on the CGI System.
Security Incident	See definition in Exhibit 1 to Schedule J.
Serious Issue	See definition of Issue Severity.
Sensitive Data	Personally Identifiable Information, PHI, FTI, and any other Client Confidential Information (including Restricted Data as defined in Exhibit 1 to Schedule J) and CGI Confidential Information.
Service Credit	A credit from CGI to Client resulting from CGI failure(s) to achieve Service Level(s) specified in, and calculated in accordance with, the applicable Service Level Agreement.
Service Level	Each of the quantified Cloud Services requirements and associated penalties and other terms specified in the applicable Service Level Agreement.
Service Level Agreement or SLA	The agreement of the parties concerning Service Levels codified in Schedule K attached to this Contract.
Services or Service	Collectively, Cloud Services and Project Services.

PCI-DSS Credit Card Information	Personally identifiable information concerning the holder of a credit card, such as the name, address, and credit card account number of the cardholder.
Point of Demarcation	The point(s) at the Solution Hosting Facility between (i) where the CGI System is operating and all related infrastructure is solely under CGI's, or its third party suppliers' or its Third Party Hosting Supplier's, purview and management, and (ii) where network traffic is under the sole purview of the Client's facility/network. The Client is responsible for the integrity and availability of the Client's facility and dependent services (e.g. power) for the operation of network traffic under its sole purview.
Pre-Go-Live Phase or Pre-Go-Live	The phase of Cloud Services delivery preceding and including Go-Live.
Processing Schedule	As codified in the Operational Framework, the mutually agreed schedule for execution of Client business functions by CGI.
Product Roadmap or Roadmap	CGI documentation forecasting the direction of the CGI Advantage® suite of software products.
Project Management Plan	The mutually agreed plan document specifying in detail the tasks, party responsibilities, and other particulars concerning Project Services provided by CGI under a particular Statement of Work, as updated from time to time by mutual written agreement of the parties.
Project Schedule	The schedule for performance of Project Services and execution of associated Client responsibilities pursuant to a Statement of Work or Project Management Plan.
Project Services	CGI Services other than Cloud Services provided either as discretionary hours or pursuant to a Statement of Work, such as implementation, Transition Services, training, and post Go-Live consulting (e.g. functional or technical) services.
Protected Health Information or PHI	See definition in Exhibit 1 to Schedule J
PSLA	The Proprietary Software License Agreement between the parties dated December 5, 2011, as amended
PSMA	The Proprietary Software Maintenance Agreement between the parties dated December 5, 2011, as amended
Punch List	A final written list Reporting any outstanding Nonconformities in a Software Deliverable.

		Cloud Applications are affected such that there is a significant impact to Client's business operations.
	Moderate Issue	An issue with a Supported Release that impairs some functionality of the Cloud Application(s) for which a practical workaround exists such that there is not a material impact to Client's business operations.
	Minor Issue	An issue with a Supported Release that does not affect production functions of the Cloud Application(s) of a cosmetic or similarly immaterial nature.
Malicious Code	An item or device which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, including viruses, worms, time bombs, Trojan horses and other similar code, files, scripts agents or programs.	
Milestone	A specific point in the project lifecycle recognizing the completion of specific tasks or activities and may also include payment as part of such completion.	
Minor Issue	See definition of Issue Severity.	
Moderate Issue	See definition of Issue Severity.	
Monthly Fee	As used in Schedule K (OASIS Cloud Service Level Agreement) means the annual Cloud Service Fee for the applicable year, divided by 12.	
Nonconformity	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.	
Ongoing Phase	The phase of Cloud Services delivery following Go-Live.	
Operational Framework	A Written Deliverable provided in connection with Cloud Services and specified more fully in a Schedule defining Cloud Services.	
Patch or Patches	Correction to the CGI Advantage® Applications identified by the client community, often addressing Critical or Serious Issues identified by one or more clients.	
Patch Cadence	The frequency of CGI issuance of Patches as part of the CGI Advantage® Updates.	
Patch Cadence Environment	The CGI System environment into which CGI initially implements Feature Sets, Regulatory or Technical Stack Compatibility Updates.	
Patch Set	Compilation of Patches.	
Pay Cycle	As used in the Cloud Order Summary, means bi-weekly pay , annual increment pay or other payroll cycles as legislated.	

<table>
<tr><td>Force Majeure or Force Majeure Event</td><td>Acts or conditions beyond a party's or a subcontractor's reasonable control, occurring without its fault or negligence, that could not have been prevented by reasonable precautions or overcome by reasonable actions, including but not limited to acts of God or of the public enemy; civil war; insurrections or riots; acts of war; acts of government; acts of terrorism; fires; floods; storms; explosions; earthquakes or accidents; unusually severe weather; epidemics or public health restriction.</td></tr>
<tr><td>Go-Live or Go-Live Date</td><td>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.</td></tr>
<tr><td>Hours of Availability</td><td>For each CGI Advantage® Application, the daily scheduled hours of operation are specified below:
<table>
<tr><th>CGI Advantage® Application</th><th>Hours of Availability</th></tr>
<tr><td>CGI Advantage® Financial Management
CGI Advantage® Performance Budgeting
CGI InfoAdvantage®</td><td>6am – 9pm in the Client Time Zone Monday - Sunday, excluding Scheduled Maintenance.</td></tr>
<tr><td>CGI Advantage® Human Resources Management</td><td>6am – 9pm in the Client Time Zone Monday - Sunday, excluding Scheduled Maintenance.

The application will be available while payroll is being executed but certain updates that would impact payroll are prohibited during this time.</td></tr>
<tr><td>CGI Advantage® Vendor Self Service
CGI Advantage® Employee Self Service
CGI Advantage® Manager Self Service
CGI Advantage® Connect</td><td>24 hours/day, 7 days/week, excluding Scheduled Maintenance</td></tr>
</table></td></tr>
<tr><td>Incident</td><td>An interruption in Cloud Services, diminution in the quality of Cloud Services, or observed defect that impacts business operations other than one that is defined as an Issue.</td></tr>
<tr><td>Issue</td><td>A deviation in function of a CGI Advantage® Application from its licensed Documentation.</td></tr>
<tr><td>Issue Severity</td><td>Contractual categories of Issue severity, designated "Critical," "Serious," "Moderate," and "Minor" as defined below:
<table>
<tr><th>Issue Severity</th><th>Definition</th></tr>
<tr><td>Critical Issue</td><td>An Issue with a Supported Release causing critical impact to Client's business operations, for which no workaround is immediately available. Use of the Cloud Application(s) cannot continue.</td></tr>
<tr><td>Serious Issue</td><td>An Issue with a Supported Release causing significant impact to Client's business operations, for which a workaround is unacceptable on a long-term basis. Essential functions of the</td></tr>
</table></td></tr>
</table>

Contract	See Section 2 (DEFINITIONS), subsection 2.2 of the Purchasing Division's General Terms and Conditions (revised 8/24/2023)
Critical Issue	See definition of Issue Severity.
Deliverable	Any item to be delivered by CGI that is designated in a Schedule or Statement of Work as being subject the Acceptance Process upon delivery to Client. Deliverables may be either Written Deliverables or Software Deliverables.
Developed Materials	Deliverables and any other works that CGI develops for Client under a Schedule or Statement of Work. Developed Materials do not include CGI Materials.
Disaster	An unexpected event that CGI declares will result in prolonged downtime of the Solution Hosting Facility sufficient to warrant the lead time and effort by the parties to both migrate the Solution from the Solution Hosting Facility to the Disaster Recovery Hosting Facility, as well as back to a Solution Hosting Facility at the conclusion of the event.
Disaster Recovery	Activities related to providing continuation of the Cloud Services for the production environment after CGI declares a Disaster.
Disaster Recovery Hosting Facility	The alternative solution hosting facility to which CGI will migrate the Solution during a Disaster for Disaster Recovery.
Documentation	Solution user guides and specifications, which are available for download on the CGI website, which may be updated by CGI from time to time.
Effective Date	The Effective Start Date as defined on the cover page of the Contract (i.e., the first page of the Contract).
Ensure	Uses of the term "ensure" throughout the Contract, including any Statement(s) of Work authorized hereunder, shall mean the parties will use commercially reasonable methods to achieve the stated goal.
Exfiltration	The unauthorized transfer of Client Data from the CGI System. Exfiltration may be manual – i.e., carried out by any unauthorized person with physical access to Content – or it may be automated and carried out through malicious programming over a network.
Exposure	The disclosure of Client Data to unauthorized persons.
Feature Set	Compilation of enhancements, compatibility or regulatory updates and corrections to the CGI Advantage® Applications.
Federal Tax Information or FTI	Federal Tax Information as defined in IRS Publication 1075.

Change Order Process	The process specified in the Contract by which the parties may effectuate changes to the Services or other particulars of the Contract.
Client Data	Data provided by Client or Client's Authorized Users that is stored or processed in the CGI System pursuant to the Contract.
Client Materials	Individually or collectively, all components of Client premises, systems, documentation, hardware and other equipment, software, Client Data and other Client Confidential Information, and all intellectual property rights in and to Client systems. Client Materials does not include CGI Materials.
Cloud Application	A CGI Advantage® Application or Bundled Application.
Cloud Application Availability Percentage or Availability Percentage	The minutes during the month that a properly configured authorized device is capable of successfully executing a transaction within the applicable Cloud Application. A transaction can be an addition, change or deletion, a request to view a record, a simple query, or a Web service / API call.
Cloud Services	CGI Services specified in Schedule H.
Cloud Services Period	The annual period specified in the Cloud Order Summary within the Contract term during which CGI provides Cloud Services to Client.
Confidential Information	Tangible or intangible confidential information or a trade secret that one party furnishes or reveals to the other party during the term of the Contract or in anticipation of entering into the Contract that: (i) a reasonable person would understand to be confidential or a trade secret; (ii) when furnished or revealed is marked or designated in writing to indicate it is confidential or a trade secret; or (iii) the furnishing party identifies as confidential or a trade secret in a written notification provided to the receiving party within thirty (30) Business Days after the information in question is furnished or revealed. "Confidential Information," regardless of how disclosed or whether marked, includes data, information, and materials of the furnishing party's client(s) and proprietary software and documentation of the furnishing party and its third party licensors. Confidential Information does not include any information that: (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; or (iv) is independently developed by the receiving party without reference to the furnishing party's Confidential Information.

CGI Advantage® Forum	The annual convention of CGI Advantage® users hosted by CGI.
CGI Advantage® Software Support Policy or Support Policy	The CGI webpage used to communicate CGI Advantage Solution support policies including Supported Release information, support terms for Bundled Applications, and other information.
CGI Advantage® User Group or User Group	The body of all CGI Advantage® users.
CGI Customer Satisfaction Assessment Program	Client satisfaction is a key indicator of CGI's success and carefully measured and managed on a continuous basis through a comprehensive Client Satisfaction Assessment Program (CSAP). As part of the CSAP, Client will engage in in-person discussions with their CGI account managers no less than once per year (ideally twice per year) to discuss their general level of satisfaction with the quality and value of services and expertise provided by CGI, identify areas for improvement, and address new opportunities. CSAPs are intended to be more formal meetings conducted with the key stakeholder(s) and do not replace standard weekly, monthly, or quarterly meetings.
CGI Holidays	The days identified by CGI as part of defining the annual Process Schedule, which are not Business Days.
CGI Materials	Individually or collectively, all components of the CGI System, and all intellectual property rights in and to the CGI System, and to all other proprietary rights, materials, work products or assets that are employed or developed in providing the Services, including but not limited to any successors, updates, extensions, derivatives, translations, modifications, or enhancements of any of the foregoing, and any ideas, enhancement requests, feedback, recommendations or other information provided by the Client or any other party related to the CGI System.
CGI Solutions Support Center	The CGI organization dedicated to supporting the Solution in accordance with the Contract.
CGI System	Individually or collectively, all of the components of the infrastructure and computing environment used by CGI to provide the Services, whether owned by CGI or its suppliers, including the Cloud Application(s), CGI or third party facilities, hardware, operating systems, networking equipment, software applications and associated databases, tables, data and documentation and training materials.
Change Order	A mutually agreed written amendment effectuating changes to the Services or other particulars of the Contract.

Schedule F – OASIS Cloud Glossary

Capitalized terms used in the OASIS Cloud Terms and Conditions have the meanings specified in this Schedule F unless otherwise expressly specified.

Term	Definition
Acceptance Period	The period of time during which Client has the opportunity to review a Written Deliverable as part of the Acceptance Process.
Acceptance Test Period	The period of time during which the Client has the opportunity to conduct Acceptance Testing.
Acceptance Test or Acceptance Testing	An iterative process designed to determine whether the Software Deliverable performs the functions described in its approved Specifications and to discover and remove Nonconformities through repeated testing cycles.
Acceptance Process	The process for acceptance of Deliverables specified in Schedule E.
Affiliate	With respect to a party, any person or entity that directly or indirectly controls, is controlled by or is under common control with, the party. As used in this definition, "control" means actual or equitable ownership of a majority of the voting securities of an entity (or other securities, partnership interests or means of electing or directing the management of the entity).
Authorized User	Client employees, vendors, or others authorized to use the CGI System in accordance with the Contract.
Breach	A material failure of a party to perform a fundamental obligation under the Contract.
Bundled Applications	A third party or open source software product that is provided by CGI as part of the Cloud Solution.
Business Days	Monday through Friday, except State Holidays and CGI Holidays.
Business Hours	9am to 5pm in the Eastern time zone on Business Days.
CGI Advantage® or CGI Advantage® Applications	The CGI Advantage® Applications specified in the Cloud Order Summary.
CGI Advantage® Cloud Solution or Cloud Solution or Solution or OASIS Cloud	The CGI System and the Cloud Services specified in the Cloud Order Summary.

[Describe any portions of the project that are to be performed by Client or provided by Client to CGI. In addition, describe any support functions that are to be performed by Client. In the case of an agile project, specify agile-specific roles of Client personnel and their commitment to agile principles in fulfillment of their responsibilities.]

9.2.2. Facilities and Equipment

[Describe any facilities, equipment, tools, supplies, telephone lines and service, office support and other sorts of equipment, facilities, or related items other than as provided in the Contract.]

9.2.3. Proprietary Materials

[List any proprietary materials to be provided by Client.]

9.2.4. Other Client Resources and Responsibilities

[Insert any other required Client resources and responsibilities.]

10. Other Provisions

[Insert other provisions.]

Agreed to and accepted by:

WEST VIRGINIA ENTERPRISE RESOURCE PLANNING BOARD on behalf of STATE OF WEST VIRGINIA	**CGI TECHNOLOGIES AND SOLUTIONS INC.**
By: _____	**By:** _____
Name: _____	**Name:** _____
Title: _____	**Title:** _____
Date: _____	**Date:** _____

Cost Estimate: [Insert amount, not including taxes or Reimbursable Expenses. [Estimated Reimbursable Expenses: [insert amount, if applicable], not including taxes.]

7.2. Payment Terms

[Insert the payment terms if not as provided in the Contract]

8. Project Managers

The Project Managers are:

CGI Project Manager	Client Project Manager
Name: **Office Phone:** **Mobile Phone:** **Email:**	**Name:** **Office Phone:** **Mobile Phone:** **Email:**

9. Roles and Responsibilities

9.1. CGI Roles and Responsibilities

9.1.1. Services or Support

[Describe any portions of the project that are to be performed by CGI or provided by CGI to Client. In addition, describe any support functions that are to be performed by CGI. In the case of an agile project, specify agile-specific roles of CGI personnel and their commitment to agile principles in fulfillment of their responsibilities.]

9.1.2. Facilities and Equipment

[Describe any facilities, equipment, tools, supplies, telephone lines and service, office support and other sorts of equipment, facilities, or related items other than as provided in the Contract.]

9.1.3. Proprietary Materials

[List any proprietary materials to be provided by CGI.]

9.1.4. Other CGI Resources and Responsibilities

[Insert any other required CGI resources and responsibilities.]

9.2. Client Roles and Responsibilities

9.2.1. Services or Support

5.3.2. 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.

5.3.3. 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 [*insert #*] 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.

5.3.4. 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.

5.3.5. Modifications to correct warranty defects made by CGI pursuant to this subsection will be made at no additional charge.

6. Schedule of Performance

[State the target schedule for performing the Services and list any work products to be provided. Identify the specifications or the document containing the specifications for each work product.]

7. Compensation

7.1. Time and Materials Basis

5.2.2. 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.

5.2.2.1. 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.

5.2.2.2. If the Written Deliverable is being developed on a time and materials basis, CGI's correction efforts will be made (i) on a time and materials basis if due to a change in scope or requirements by the State, or (ii) at no additional charge if the time and materials services are non-compliant with the Statement of Work.

5.2.3. Upon receipt of a corrected Written Deliverable from CGI, Client will have a reasonable additional period of time, not to exceed [*insert #*] 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.

5.3. 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 [*insert #*] 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 [*insert #*] 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.

5.3.1. The Acceptance Test Period for each Software Deliverable will be [*insert #*] 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.

Exhibit 1 – OASIS Cloud Statement of Work Template

This Statement of Work No. ___ is issued pursuant to the Contract dated as of _____ (the "Contract") between the State of West Virginia ("Client") and CGI Technologies and Solutions Inc. ("CGI"). This Statement of Work incorporates the terms and conditions of the Contract as if the Contract were fully set forth in the text of this Statement of Work.

1. Effective Date of this Statement of Work

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

2. Supplemental Definitions

[Insert definitions for applicable terms not defined in Schedule F (Glossary).

3. Delivery Methodology

[Insert description of delivery methodology, including, in the case of an agile project, the processes and methods (e.g., Scrum or Kanban).]

4. Project Scope

[Insert description of Project Services and the Deliverables and Milestones, if any, to be provided under it, including in the case of an agile project, the applicable backlog, minimum viable product, and product increments.]

5. Acceptance of Deliverables

This section specifies the acceptance procedures applicable to Deliverables created pursuant to this Statement of Work.

5.1. Procedures in General

Acceptance of Deliverables will be conducted in accordance with the following procedures.

5.2. Written Deliverables

5.2.1. 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 [*insert #*] Business Days after receiving it from CGI. Client will have the opportunity to review the Written Deliverable for an Acceptance Period of [*insert #*] Business Days after delivery of the final version of the Written Deliverable.

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, including use of any discretionary hours available under this Contract.

In the event that a delay caused by the State materially impacts any Schedule or CGI's costs, CGI will be entitled to a Change Order equitably addressing such impacts. In the event that any delay or other issue caused by CGI materially impacts any Schedule or the State's costs, the State will be entitled to a Change Order equitably addressing such impacts. Any credits due to the State will be in the form of discretionary hours. If any such hours are unused after 12 months, the State may request a credit on the next Annual Cloud Subscription Fees invoice and CGI will issue the credit at the then-current discretionary hours rate in Section 4 (Discretionary Hours Rates) of Schedule L (Pricing and Payment Schedule).

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.

Schedule E – OASIS Cloud Project Services Terms

This Schedule E is effective upon the Effective Date.

1. Content of Statements of Work

1.1. Authorization of Statement of Work

CGI Project Services not performed via the use of discretionary hours will be authorized through negotiation, execution and issuance of a Statement of Work in a form substantially similar to the Statement of Work template attached as Exhibit 1 to this Schedule E. For the avoidance of doubt, Exhibit 1 is a template and is not to be construed as incorporating any additional terms into individual Statements of Work, and each negotiated Statement of Work constitutes a separate agreement between the Parties subject to the terms of this Contract. The Parties may mutually agree on any changes to the template that are necessary or desirable to tailor the template to the requirements of a specific Statement of Work. At a minimum, each Statement of Work will:

1.1.1. Constitute a separate contract between the signing parties incorporating the terms and conditions of the Contract by reference;

1.1.2. Define applicable terms for which definitions are not included in Schedule F (Glossary).

1.1.3. Describe in detail the services delivery methodology identified in the applicable Order to be applied in execution of the Statement of Work, including, in the case of an agile project, the processes and methods (e.g., Scrum or Kanban) to be employed;

1.1.4. Describe specifically the scope of the project, including Project Services 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 (see Schedule L);

1.1.8. Identify the Project Manager for each party; and

1.1.9. Specify any modifications of the terms of the Contract applicable to the Statement of Work by expressly identifying the section(s) of the Contract that are being so modified for that Statement of Work.

PARTICULAR PURPOSE, INTEGRATION, PERFORMANCE AND ACCURACY AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

perform, at no additional charge, any affected Project Services to cause them to comply with this warranty.

3.2. Software Deliverables Warranty

CGI warrants, for a period of forty-five (45) days from delivery, each Software Deliverable delivered under that Statement of Work will continue to perform the functions described in its Specifications without Nonconformities. If Client believes there has been a breach of this warranty, it must notify CGI in writing within the warranty period stated herein describing the Nonconformity in sufficient detail to enable CGI to recreate it. If there has been a breach of this warranty, then CGI will correct the Nonconformity at no additional charge.

3.3. Warranty Exclusions

CGI is not responsible for any claimed breaches of the foregoing warranties caused by: (i) modifications made to the Software Deliverable or item in question by anyone other than CGI and its subcontractors working at CGI's direction; (ii) the combination, operation or use of a Software Deliverable with other items CGI did not supply; (iii) Client's failure to use any new or corrected versions of the Software Deliverable made available by CGI; or (iv) CGI's adherence to Client's Specifications or instructions; or (v) any failure caused by a Force Majeure Event that is excused under the Contract. CGI does not warrant that the Software Deliverables provided by CGI under a Statement of Work will be uninterrupted or error-free.

4. Client Warranties

4.1. Client Specifications Warranty

Client warrants that any Client-provided specifications or requirements upon which a Software Deliverable is based will be in compliance with applicable federal, state and local laws and regulations.

4.2. Client Materials Warranty

Client warrants that during the term of any associated Statement of Work, it will have and maintain the legal right, authority, and licenses and consents from third parties necessary for CGI to use Client Materials needed to perform Project Services under the Contract, 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.

5. Warranty 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

Schedule D – CGI Advantage® Software – On-Premise and Project Services Warranties

This Schedule D is effective upon the Effective Date. This Schedule D describes the on-premise CGI Advantage Software warranty, the associated Maintenance Services warranty, warranties for Project Services issued pursuant to a Statement of Work in accordance with the Contract, and additional warranty obligations of the parties.

For clarity, and as described in Section 1.1 (Cloud Upgrade) of the OASIS Cloud Upgrade Terms and Cloud Order Summary, this Schedule D will be superseded and replaced in its entirety with Schedule I (CGI Advantage® Cloud Warranty Program) attached hereto upon Go-Live of the CGI Advantage Cloud Solution.

1. General Warranties

1.1. Authority Warranty

Each party warrants that it has the authority to enter into each Cloud Order Summary and associated Statement(s) of Work authorized under the Contract.

1.2. Compliance with Laws

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

2. On-Premise CGI Advantage Software and Maintenance Services Warranty

2.1. CGI Advantage® On-Premise Software Warranty

The CGI Advantage Software warranty is as set forth in the Proprietary Software License Agreement incorporated by reference in Schedule B.

2.2. CGI Maintenance Services Warranty

The CGI Maintenance Services warranty is as set forth in the Proprietary Software Maintenance Agreement incorporated by reference in Schedule C.

3. On-Premise Project Services and Software Deliverables Warranty

3.1. Project Services Warranty

CGI warrants, for a warranty period of forty-five (45) 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 Project 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-

2 - Serious	*A problem with a Supported Release causing significant impact to the client's business operation. A workaround is available but is unacceptable on a long term basis.*
3 - Moderate	*A problem with a Supported Release that impairs some functionality, but a practical workaround exists.*
4 - Minor	*A problem that does not affect any functionality of a Supported Release.*

B. All Enhancements and corrections to the Software and Documentation provided by CGI pursuant to this Contract will become part of the Software and Documentation for the purposes of the License Agreement at the time they are provided to Client and are hereby licensed to Client as part of the Software and Documentation pursuant to all of the terms and conditions of the License Agreement.

to 9 pm EST Monday-Friday. CGI can be reached at 800-321-0267 via phone and https://sc.cgi.com/solutionssupport/ via our online support website.

- Software incident corrections to the Software.
- Software releases are provided periodically to address technical and functional compatibility with system software and ongoing regulatory changes and changes to business practices. Documentation updates are provided as part of each release. Additional Software incident corrections will be included in releases, as dictated by testing requirements and the magnitude of the required change.
- Enhancements to the Software are provided in new releases of the CGI Advantage solution.
- Membership to the CGI Advantage User Group. Membership provides the option to participate in various user group activities such as the annual CGI Forum, regional User Group meetings and voting for the User Group Steering Committee that works closely with CGI on a variety of client issues and concerns. Membership also provides each site the option of proposing a candidate for election to the User Group Steering Committee.

CGI will support the following features of the CGI Advantage solution:

- The system components that the Client is currently contracted for and is paying maintenance on;
- The Bundled Software Products component releases that are compatible with a Supported Release of the CGI Advantage solution;
- The documented features of the CGI Advantage Software, as listed on the delivered online Documentation and help files;
- All standard baseline features of the system, including configuration tables (e.g. Required Elements) of the CGI Advantage Software, that DO NOT include infrastructure or other programming code changes. Client specific customizations will not be supported through standard maintenance. Client specific customizations may include, but are not limited to, custom forms, custom reports, file-based extensions and Advantage Connect custom extensions.
- Prioritization of all issues and Software Incidents according to the following schedule:

Severity	Definition
1 - Critical	A problem with a Supported Release causing critical impact to the client's business operation. No workaround is immediately available and work using the Software cannot continue.

Schedule C – CGI Advantage® Proprietary Software Maintenance Agreement

This Schedule C is effective upon the Effective Date. The PSMA is incorporated into this Contract as modified by this Schedule C, and is included in full in Exhibit 1. By entering into this Contract, the parties agree to replace the Maintenance Fee schedules set forth in Section 1 (Maintenance Fee) of Exhibit A to the PSMA with those Maintenance Fee schedules set forth in Schedule L for the periods indicated. The Maintenance Fee schedule specified in Section 1 of Schedule L takes effect upon the Effective Date of the Contract. Except as modified by this Schedule C, the PSMA remains in full force and effect.

Upon Go-Live of the Cloud Solution, this Schedule C will be superseded and replaced in its entirety with the Cloud Order Summary and Cloud Schedules G-K, pursuant to Section 1.1 (Cloud Upgrade) of the OASIS Cloud Upgrade Terms and Cloud Order Summary.

Upon Go Live, CGI will credit the amount of any Maintenance Fees paid against the Cloud Services subscription fees due for the initial Cloud Services Period, for any period of overlap as further described in Section 3.2 (Cloud Subscription Fees) of Schedule L.

PSMA Amended Terms.

Section 1 (DEFINITIONS) of the PSMA is hereby **updated to add** the following definitions:

1. DEFINITIONS

*G. **"CGI Advantage Software Support Policy" or "Support Policy"** means the CGI webpage used to communicate CGI Advantage Software support policies including Supported Release information, support terms for Bundled Software Products, and other information.*

*H. **"Supported Release"** means a release of the CGI Advantage® Software for which CGI is actively providing fixes pursuant to the CGI Advantage Software Support Policy.*

Section 2 (MAINTENANCE) of the PSMA is hereby **deleted in its entirety and replaced** with the following:

2. MAINTENANCE SERVICES

*A. CGI will provide Client with the required Enhancements to the Supported Release of Software to address functional and technical changes. CGI Advantage **"Maintenance Services"** consists of the following:*

- *Internet access through our secure web site, the Solution Support Center **("SSC")** (https://sc.cgi.com/solutionssupport/), to a variety of 24x7 support materials.*
- *Help Desk Support with direct phone, email, and web support on the baseline products through the CGI Client Support Center. Standard hours of Help Desk Support is 8 am EST*

receipt, confirmation or other delivery or acceptance document issued by or on behalf of Highsoft, or by or on behalf of Licensee at the request of Highsoft, shall be void, and of no force or effect if in breach with this Agreement.

18. Entire Agreement

This Agreement is the entire agreement between Highsoft and Licensee relating to this relationship and supersedes all prior or contemporaneous oral or written communications, proposals and representations relating to that relationship.

19. Processing of personal identifiable information

To the extent Licensee's purchase of a License under this Agreement involves processing by Highsoft of personal information about Licensee or any of its personnel or customers, Highsoft shall be acting as a data controller. By law, Highsoft is required to provide the data subject with information about Highsoft, and why and how it uses personal data, and about the data subject's rights in regard to such data. These matters are duly treated in Highsoft's privacy policy, available at Highsoft's Website. The Licensee hereby undertakes to provide any personnel which is or might be affected by the collecting of personal data under this Agreement with due information about Highsoft's privacy policy.

20. Notices

~~All notices to be given under this Agreement to Highsoft shall be sent by email to sales@highsoft.com~~

Information from Highsoft to Licensee shall be sent by email to the email address Licensee has provided upon purchase. It is Licensee' responsibility to ensure that the e-mail address is correct. Highsoft does not take responsibility for lost communication.

All notices, demands or other communication given by a party to the other shall be deemed to have been duly given when made in writing and sent to the registered e-mail address

12. **Relationship Between Parties**

Parties are independent contractors, and this Agreement will not be construed as constituting either Party as partner, joint venture, agency or fiduciary of the other, as creating any other form of legal association that would impose liability on one Party for the act, or failure to act, of the other, or as providing either Party with the right, power, or authority (express, or implied) to create any duty or obligation of the other. Neither Party shall directly or indirectly represent to the public that it has the right or the authority to create or accept obligations on behalf of the other Party. Except as otherwise expressly provided in this Agreement, each Party has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed all work to be performed by it under this Agreement.

13. **Severability**

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

14. **Waiver**

The waiver by either Highsoft, or Licensee of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for non-payment or breach of Highsoft's intellectual proprietary rights in Software, no action, regardless of form, arising out of this Agreement may be brought by Licensee more than one (1) year after the cause of action has occurred.

15. **Non-assignment**

Licensee is not allowed to assign or transfer all, or any part of its rights under this Agreement without Highsoft's prior written consent. Notwithstanding the foregoing, either Party may assign this Agreement in its entirety to its Affiliate(s), or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. In such case, Licensee shall notify Highsoft in writing without undue delay, and unless otherwise agreed upon in writing, this Agreement shall bind, and inure to the benefit of Parties, their respective successors, and permitted assigns.

16. **Applicable Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of Norway.

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, Parties shall seek to solve amicably through negotiations. If the Parties do not reach an amicable solution within two (2) weeks, any dispute, controversy or claim shall be finally settled by the regular courts of Norway. Both Parties hereby agree to and accept Sogn District Court (Sogn tingrett) as exclusive legal venue.

17. **Amendments**

No amendment to, or modification of this Agreement will be binding unless made in writing and signed by Parties. Parties agree that any additional or different terms in any other document or arrangement not forming part of this Agreement, including any letter or terms of engagement or the like, purchase order, invoice, acknowledgment, delivery

of disclosure by Receiving Party, or (iv) prior to signing of this Agreement, is already in the possession of Receiving Party.

Obligations of receiving Party in regard to Confidential Information:

In consideration of the disclosure to Receiving Party of Confidential Information, Receiving Party agrees to receive and to treat Confidential Information on a confidential and restricted basis and to undertake the following additional obligations with respect thereto,

To use Confidential Information for the sole purpose of fulfilling this Agreement unless otherwise expressly agreed to in writing by Parties,

Not to duplicate, in whole or in part, any Confidential Information,

Not to disclose Confidential Information to its members, officers, employees, Affiliates, counsel or consultants except on a need-to-know basis, and each such person Receiving Confidential Information shall be notified of and required to abide by the terms and conditions of this Agreement,

Not to disclose Confidential Information to any Third-Party entity or individual, corporation, partnership, sole proprietorship, customer, advisor or client without the prior express written consent of Disclosing Party;

This confidentiality section 11 shall survive any termination of the Agreement however occasioned.

11. Term and Termination

The initial term of this Agreement shall be two (2) years from Delivery Date. The Agreement shall then automatically renew for additional successive one year periods (each a "Renewal Period") unless either party notifies the other in writing at least ninety (90) days before the end of the current period that it does not wish to extend the Agreement for an additional Renewal Period.

Either Party may terminate this Agreement in the event of a material breach of this Agreement by the other Party.

The termination of this Agreement shall not impair any license, sublicense or maintenance obligations already granted or undertaken by Licensee towards Third Party regarding Software as incorporated into Licensee Product pursuant to OEM-License. In such case, upon termination of this Agreement, Licensee may continue to exercise the rights granted hereunder to the extent necessary to fulfill Licensee's existing contractual obligations towards such Third Party.

On termination of this Agreement: Section 2, 8, 10 and 16 shall survive, Licensee shall immediately cease use and distribution of Software,

Each Party must remove, delete or otherwise destroy any of other Party's material that it has received, copied or otherwise obtained, including but not limited to Confidential Information cf. section 10, except for information required to support any license, sublicense or maintenance obligations already granted or undertaken by Licensee towards any Third Party. A written confirmation that such deletion has been completed shall be sent to the other Party without undue delay.

UNDER NO CIRCUMSTANCES, AND EVEN IF INFORMED THEREOF BY LICENSEE OR ANY OTHER PARTY, SHALL HIGHSOFT BE LIABLE FOR (I) LOSS OF, OR DAMAGE TO, DATA; (II) SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES; OR (III) LOST PROFITS, BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.

In all events, Highsoft's liability for damages to Licensee for any cause whatsoever related to this Agreement, shall be limited to License Fee paid or due by Licensee for a twelve (12) month period under this Agreement.

9. Intellectual Property Infringement

Highsoft will defend, indemnify and hold Licensee harmless against any claim stating that Software is violating any Third-Party copyright provided that:

Licensee promptly notifies Highsoft of the claim, such notice to be provided no later than ten (10) Business Days after receipt of said claim(s),

A hardcopy of the notices of copyright infringement is sent to: Highsoft AS, Sentrumsgata 44, 6893 Vik i Sogn, Norway,

Licensee shall in good faith cooperate with and assist Highsoft in the defense of the claim in question and meet reasonable requests from Highsoft in that respect,

Notwithstanding the above, Highsoft shall have sole control of the defense and any related settlement negotiations in the case of legal proceedings,

Licensee timely provides Highsoft with all necessary assistance, information and authority to perform the above.

If Software is held by a final court ruling to be infringing any Third Party intellectual property rights Highsoft will at its option: (i) obtain the right for Licensee to continue to use Software consistent with this Agreement;

(ii) modify Software so that it is non-infringing; or solely in the event that (i) and (ii) are not feasible, (iii) refund any and all invoiced amounts to Licensee and all of Highsoft's obligations under this Agreement shall terminate upon written notice.

Notwithstanding the foregoing, Highsoft's indemnity obligations under this section 9 shall under any circumstances be limited to the total amount invoiced to Licensee by Highsoft under this Agreement during the last twelve (12) months prior to the day when Licensee provided notice to Highsoft of claim subject to this section 9.

10. **Confidentiality**

For the purpose of this section each Party shall be called Disclosing Party and Receiving Party respectively.

Each Party acknowledges that Confidential Information is proprietary, that it is valuable to Disclosing Party and that any disclosure or unauthorized use thereof may cause irreparable harm and loss to Disclosing Party.

Confidential Information shall not include information that (i) is generally known to the public at the time of disclosure; (ii) is legally received by Receiving Party from a Third Party, which Third Party is in rightful possession of Confidential Information, (iii) becomes generally known to the public subsequent to the time of such disclosure, but not as a result

Licensee agrees to conduct its business with the highest standards and will do nothing to injure Highsoft's reputation.

7. Warranties and representation

7.1 Scope

Highsoft's warranties and representations in this section 7 are limited to Software provided to Licensee under this Agreement, and warranties and representations shall under no circumstances be deemed to cover the Map Collection, which is made available to Licensee by Highsoft.

7.2 Highsoft's warranties and representations Highsoft warrants and represents that:

For a period of ninety (90) days following Delivery Date of Software, Software will perform substantially in accordance with Highsoft's written specifications, provided that it has been used in accordance with all documentation and specifications made available on Highsoft's Website,

Highsoft will perform its obligations under this Agreement in accordance with all applicable laws and regulations,

Highsoft has the full and unconditional ownership of Software,

This Agreement does not infringe intellectual property rights of any Third Party, The Software does not include any Third-Party software,

Licensee may make full use of License granted to it in full knowledge of the above,

Highsoft has the requisite knowledge, personnel, resources and know-how to fully perform and deliver Software and associated services as contemplated by this Agreement in a professional manner,

Highsoft has not intentionally placed and will use its best efforts to avoid the placement of any Harmful Codes into Software provided under this Agreement. For the purpose of this section 7.2 "Harmful Codes" is defined as any program that infects, damages and/or impairs another program or data, disables hardware or software, or permits or assists in the breach of data.

7.3 Licensee's remedies

In the event of breach, or alleged breach of any of the warranties in section 7.2, Licensee shall promptly notify Highsoft and delete Software. Licensee's sole remedy in such an event shall be that Highsoft shall re-supply or correct the Software so that it operates according to the warranties set out in section 7.2. The warranties shall not apply if Licensee has modified, or used Software improperly, or on an operating environment not approved by Highsoft. Improper use and unapproved operating environments will be as set forth in the documentation provided to Licensee on or prior to Delivery Date.

8. Limitation of Liability

All Software and support services supplied by Highsoft are provided 'as is' and may have errors and omissions. Thus, remedies are only available to Licensee in the event of any breach of the warranties set out in section 7.

on parts of the code that are directly related to using Software. The guidance and advice from Highsoft will not include general usage of the Third-Party system, platform or actual coding work.

Any bug and error fixing, malfunctioning of Software is to be delivered outside the personalized technical support hours.

During each applicable twelve (12) months period, Highsoft will provide support for all Releases of Software released within that time period.

Advantage does not cover issues arising in connection with implementation of Software in/to Licensee own products.

4. License and Advantage Fee, Subsequent Advantage Fee(s)

Licensee shall upon purchase pay the agreed License Fee for the purchase of Software and the initial 12 months enrollment in Advantage. For each subsequent 12 month renewal of the subscription to Advantage, Licensee shall pay the Advantage fee applicable at the time of renewal.

Unless full payment is made by Licensee through Highsoft's Website at the time of purchase, Highsoft shall invoice Licensee and Licensee shall pay all invoices by the agreed payment method timely, which shall be no later than 30 days from invoice date. In case of payment delay, Highsoft may claim late payment interest.

Each Party is responsible to pay any bank charges and/or local taxes imposed by law of Party's home country related to the purchase of ordered Items. Invoices from Highsoft do not include taxes, except VAT in the case of Norwegian customers. Licensee cannot withhold any part of the invoiced amount as payment of taxes.

All Licenses and accompanying rights as well as subsequent renewals of Advantage are granted to Licensee on the condition that all the due fees are paid to Highsoft in full and on time.

5. Delivery

During the term of this Agreement, Software shall be made available by Highsoft and Licensee shall be authorized to download Software from Highsoft Website. As set forth in section 3.6 above, new Releases of Software after the initial twelve (12) months period are not available to Licensee without additional purchase of a renewal of the corresponding Advantage plan.

For the Highcharts .NET License, Highsoft will provide Licensee with a license key to access the Software.

6. Marketing

Licensee may use Licensee's own descriptions of the functionality provided by Software for the purposes of marketing Licensee Products insofar as the descriptions are not misleading.

Licensee shall not do anything that might misrepresent the ownership of Software. Licensee undertakes not to brand Software as Licensee's own or declare or give the impression that Licensee owns the copyright in Software.

Licensee may use Highsoft name and logos in its marketing, promotion and website, as is reasonably necessary in order to describe and promote Highsoft Software.

Highcharts Android, as stated in the License Statement, for a given number of IOS and/or Android platforms controlled or owned by Licensee.

For avoidance of doubt, the Mobile Wrapper License is limited to the purchase and usage of Highcharts iOS and/or Highcharts Android and does not give Licensee any right to use any other Software product.

The number of Developers and the number of applications allowed must not exceed the total number stated in the License Statement.

Licensee and its Affiliates are under no circumstances authorized to transfer, rent, lease, lend, sell, copy, redistribute, or sublicense any of the licensed Software, by itself or with other software, or in any other way make Software available to any Third Party. Any attempt to do so is considered a material breach of this Agreement.

3.6 Advantage plan – Initial period and Renewal

Upon purchase of any license under this Agreement, Licensee will automatically be enrolled in Highsoft's Advantage plan for the first twelve (12) months after Delivery Date. Licensee may thereafter successively renew their participation in Advantage for 12 months at the time, subject to payment of the applicable Advantage Fee pursuant to section 4 below.

Under a valid and effective Advantage plan, which runs for twelve (12) months at the time, Licensee shall be entitled to receive:

All new Releases of the licensed Software released during the applicable twelve (12) months period, Ten (10) hours of personalized technical support per Developer in the License,

Technical support by e-mail, and online chat as specified on Highsoft's website,

Priority response, no later than 24 hours on working days, CET (CEST) after the request was received, Access to 2nd line support by core developers,

Applicable to licenses defined in sections 3.2 to 3.4 only: Text chat with 1st line support engineers, working days 10-18 CET (CEST),

Advantage as set forth in this section, shall not extend to Third Parties to which Licensee distributes Licensee Product containing Software or any part thereof. Support to Licensee's customers shall hence be Licensee's full and sole responsibility. Highsoft may, at its sole discretion, at any time choose to discontinue the supply of new Releases. Investigation of any claimed bug/error/malfunction/ nonfunctioning of Software, and when possible suggestions as to corrective- or work-around solutions to the problems,

Supply of emergency hot fixes to Software. This will be available as patches to the latest stable source code, and, if applicable, be included in the subsequent Release,

Guidance and advice on implementing Software with any Third-Party systems and platforms where such implementation is authorized under this Agreement. This includes advice on best practices, code review and guidance

3.3 Developer License

Through a Developer License, Highsoft grants Licensee a non-exclusive, perpetual (for Applicable Release(s)), non-sublicensable, non-reusable, worldwide right to install, reproduce, use and further develop Software:

on any computer, platform, system and/or environment; on any website, domain, web application, or intranet; or in any SaaS;

controlled or owned by Licensee.

The number of Developers must not exceed the total number of Developers stated in License Statement.

A Developer License does not authorize Licensee to carry out Customer Installations. All Customer Installations made by a Licensee holding a Developer License are therefore unauthorized and invalid.

Each Developer License includes 5 Content Creators by default unless otherwise expressly agreed to in writing by Parties, and further set forth in the License Statement.

Licensee and its Affiliates are under no circumstances authorized to transfer, rent, lease, lend, sell, copy, redistribute, or sublicense any Software, by itself or with other software, or in any other way make Software available to any Third Party. Any attempt to do so is considered a material breach of this Agreement.

3.4 OEM License

Through an OEM License, Highsoft grants Licensee a non-exclusive, perpetual (for Applicable Release(s)), sublicensable, non-reusable, worldwide right to install, reproduce, use and further develop Software as an integral part of a Licensee Product, provided that such Licensee Product be supplied to Third Party through either a Customer Installation, a Customer Installation with Developer Rights and/or with Content Creator Rights, dependent on Licensee's choice as specified in License Statement.

Sublicensing of Software is only allowed when incorporated with Licensee Product supplied to Third Party in accordance with this Agreement.

Software shall only be incorporated into such Licensee Products as specified in the License Statement.

Licensee is prohibited from reselling any Licensee Product in any manner that will infringe this License Agreement. Licensee is prohibited from granting its customers permission to use the Software in a manner that contradicts the terms of this Agreement.

Highsoft acknowledges and agrees that (i) Licensee retains all rights, title and interest in and to any Licensee Product, and Highsoft does not acquire any right, title, or interest in or to such product; and (ii) any integration of Software with Licensee Product shall not affect or diminish Licensee's rights, title, and interest in and to such Licensee Product.

3.5 Mobile Wrapper License

Through a Mobile Wrapper License, Highsoft grants Licensee a non-exclusive, perpetual (for Applicable Releases), non-sublicensable, non-reusable, worldwide right to install, reproduce, use and further develop Highcharts iOS and/or

The purchase of any License to use the Software shall also include a twelve (12) months enrollment in Highsoft's Advantage plan as defined in section 3.6 below, commencing on Delivery Date. Licensee may renew Advantage with additional twelve (12) month periods pursuant to section 3.6 below, subject to payment of the Advantage fee in accordance with section 4.

Licensee may obtain Software source code by downloading the source code from Highsoft Website, and make own edits, and keep its own repositories with the modified source code.

Licensee undertakes not to use Software as part of any offerings comprising functionality that is substantially similar to that of Software or any other products that Highsoft is offering, during the term of this Agreement, and for a period of three (3) years after termination. Nothing in this Agreement shall, however, be construed to preclude either Party from developing, using, marketing, licensing and/or selling independently software which has the same or similar functionality as Software or any other products, as long as such activities do not infringe the intellectual property rights of the other Party.

Highsoft reserves all rights not expressly granted to Licensee in this Agreement. Without limiting the generality of the foregoing, Licensee acknowledges and agrees that: (a) except as specifically set forth in this Agreement, Highsoft retains all right, title and interest in and to Software, and Licensee does not acquire any right, title or interest to Software except as set forth herein; (b) any configuration or deployment of Software shall not affect or diminish Highsoft's rights, title or interest in and to Software. Except as stated in the foregoing subsection, nothing in this Agreement shall limit in any way Highsoft's right to develop, use, license, create derivative works of, or otherwise exploit Software, or to permit Third Parties to do so.

Licensee shall not modify, delete or obscure any notices of proprietary rights or any Software identification or restrictions on or in Software found in the license-header of the code files.

3.2 High-Five License

A High-Five License is only available for start-up companies at the pre-revenue and/or pre-financing stage.

Only companies fulfilling the abovementioned conditions are eligible to use Software based on the High- Five License. Highsoft may at its sole discretion decide whether such conditions are fulfilled or not.

Through a High-Five License, Highsoft grants Licensee a non-exclusive, non-sublicensable, non- reusable, worldwide right to install, reproduce, use and further develop the Software as described in subsection 3.3 'Developer License' or Mobile Wrapper License as described in subsection 3.5 below, with the following exceptions:

The License is limited to a maximum of two (2) Developers,

The High-Five License is only available and valid for one (1) year from Delivery Date.

Upon expiration of the High-Five License, in order to continue the use of the Software, Licensee shall be obliged to purchase a License as described in subsections 3.3, 3.4 or 3.5 below.

If any item in this Agreement contradicts this subsection 3.2, the wording in this subsection shall prevail.

Highcharts JS, Highstock JS, Highmaps JS, Highcharts .NET, Highcharts Gantt, Highcharts iOS and/or Highcharts Android;

Third Party shall mean any other party than the Parties, including but not limited to Licensee customers;

2. Ownership and Copyright

The Software is the property of Highsoft and is protected by copyright law as well as other statutory and non- statutory intellectual property law. Highsoft product names are owned by Highsoft and protected under trademark law as registered trademarks.

All title and copyrights in and to Software, trademarks and the accompanying materials and rights are and shall remain owned fully and solely by Highsoft.

Through this Agreement, Software is licensed, not sold.

3. Grant of License

Subject to the terms and conditions of this Agreement and upon Licensee's full payment of the applicable fees, Highsoft grants Licensee the right to use the Software within the scope of the granted License type, and to receive services and Releases included in Advantage as described below.

The License, which shall be registered in Licensee's name, shall commence on Delivery Date and be effective until terminated in accordance with the terms and conditions set forth in this Agreement.

The export server running at Highsoft Website is based on a fair usage policy. Highsoft does not gather, or use for commercial purposes, any information sent to the export server. The software available for on- premise installation of the export-server is available under the MIT license.

When entering into this License Agreement, Licensee must choose one of the License types described in this section. Each License type grants Licensee a specific set of usage-rights to Software, as described respectively in subsection 3.2 to 3.5 below.

Depending on the purchased License type(s), sections 3.2, 3.3, 3.4, and/or 3.5 below shall apply. Section 3.1 and 3.6 shall apply to all License types and hence regardless of the chosen License. The License type(s) chosen by Licensee shall be stated in the License Statement.

3.1 General Grants and Limitations

The determination of which License type will be suitable for Licensee will depend on factors, such as

e.g. the number of developers, the manner of deployment of Licensee Products, the number of installations, etc.

Licensee may seek advice on the suitable License type directly from Highsoft. In such case, Highsoft will use to its best effort to suggest a suitable License type based on the information provided by Licensee. Licensee guarantees that all information provided to be complete and true. However, Highsoft provides no guarantees as to the suitability of the chosen License type and disclaims all liability related to the choice made by Licensee.

Customer Installation with Developer Rights shall mean any distribution of the Software, as an integral part of a Licensee Product installed or to be installed on a server owned and/or operated by a Licensee customer, that allows the Licensee customer to customize Software for Licensee customer's own purposes, pursuant to an OEM license with Developer Rights granted in accordance with section 3.4 below;

Delivery Date shall mean the date Licensee is invoiced by Highsoft for the applicable Software;

Developer shall mean any person who will be working with the API and/or source code in any capacity including, but not limited to, developers, designers and quality assurers who make use of the Software in the planning, development, production and maintenance phases. The number of Developers authorized to work with the Software is stated in the License Statement;

Highsoft shall mean Highsoft AS, a Norwegian corporation with organization no. NO996840506MVA;

Highsoft Website shall mean www.highcharts.com;License shall mean the right to use the Software granted to Licensee by Highsoft through this Agreement, in the form of a High-Five License, Developer License, OEM License, or Mobile Wrapper License. Licensee must choose one or more license type(s) prior to entering into this Agreement. The usage rights granted under each of the above-mentioned license types, are defined in section 3 of this Agreement;

License and Advantage Fee shall mean the fee payable by Licensee to Highsoft for the initial right to use Software (and to be enrolled in Advantage during the first twelve (12) months after Delivery date) and/or for subsequent renewals of Advantage respectively in accordance with the License;

Licensee shall mean the legal entity to which License has been granted;

Licensee Product shall mean any proprietary software product, application or other software solution, marketed by Licensee, in which Software has been incorporated pursuant to an OEM-license or other valid authorization from Highsoft, and which Licensee thereby is authorized to make available to its own customers, or use for Licensee's internal purposes. Licensee Products shall be listed in the License Statement;

License Statement shall mean a document confirming purchase to be sent to Licensee by Highsoft; which states what License has been purchased, what Software, and if applicable, also for what Licensee Products the Software can be used;

Party shall mean a party to this Agreement;

Release shall mean, with respect to any licensed Software, any release of minor news, and bug fixes or substantial news and improvements, possible redesign, and refactoring of the API. Such improvements may typically include modifications to the Software which increase the efficiency, ease of use and/or add additional capabilities or functionality. To be entitled to gain access to Releases, Licensee must be validly enrolled in Highsoft's Advantage, pursuant to sections 3.1, 3.6 and 4;

Software shall mean the software owned by Highsoft and licensed to Licensee through this Agreement, including Applicable Releases, and consisting of one or more of the following products as stated in the License Statement:

Attachment 2

Highsoft End User License Agreement (EULA)

For purposes of this Attachment 2 (Highsoft EULA), uses of "Licensee" below shall mean the State of West Virginia.

This License Agreement sets forth the terms and conditions governing purchases and use of Software owned and delivered by Highsoft AS.

By installing or using the Software, Licensee agrees to be bound by this Agreement, unless Licensee is using the Software for authorized non-commercial purposes.

If Licensee does not agree to this Agreement, Licensee is not allowed to install or use any Software made available through Highsoft Website.

1. Definitions

Agreement shall mean this document, its appendices and the License Statement;

Advantage shall mean the set of supplies and services offered by Highsoft to Licensee, as defined in section

3.6 below, for as long as Licensee is validly enrolled in Advantage;

Affiliate shall mean any entity that directly, or indirectly controls, is controlled by, or is under common control with the subject entity. "Control", for purposes of this definition, means direct, or indirect ownership, or control of more than 50% of the voting interests of the subject;

Applicable Releases shall mean the Release(s) of the licensed Software applicable at the time of this Agreement in addition to all subsequent Releases of same, which are released by Highsoft during the time in which Licensee is validly enrolled in Advantage pursuant to section 3.6;

Confidential Information shall mean any and all written, verbal, or demonstrated information provided by one Party to the other in connection with this Agreement; Confidential information shall include, without limitation, information relating to technologies, finances, marketing and legal affairs which relate in any manner to a Party's actual, or anticipated business whether obtained in tangible or intangible form, including oral or visual;

Content Creator shall mean any person that is not a Developer who is working with a product that use the Software through an abstract interface (e.g. Highcharts Editor) to create and/or modify charts to be further published, including but not limited to choosing data, modifying labels or style;

Customer Installation shall mean any distribution of the Software as an integral part of a Licensee Product installed or to be installed on a server owned and/or operated by a Licensee customer pursuant to an OEM license granted in accordance with section 3.4 below;

written or oral, relating to the subject matter of this Agreement. This Agreement may not be modified except by an instrument in writing duly signed by an authorized representative of each of the parties. If you are acquiring the Software on behalf of an entity, you represent and warrant that you have the legal capacity to bind such entity to this Agreement. All terms of any purchase order or other ordering document submitted by you shall be superseded by this Agreement. In the event you and SAP have executed a mutually agreed upon a separately Master Software License Agreement ("MSLA") and acquired the Software pursuant to such MSLA, the terms of the MSLA may govern your use of the Software and the terms of this Agreement shall be superseded by the MSLA. The product name for the Software is a trademark or registered trademark of SAP. Should you have questions concerning this License Agreement, please contact your local SAP sales office or authorized reseller, or write to: SAP, Attn: Contracts Department, 3410 Hillview Ave., Palo Alto, CA 94304, USA.

13. **U.S. GOVERNMENT RESTRICTED RIGHTS.** The Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995) (or an equivalent provision, e.g., in supplements of various U.S. government agencies, as applicable), all U.S. Government users acquire the Software with only those rights set forth herein. Manufacturer is SAP, 3410 Hillview Ave., Palo Alto, CA 94304, USA.

14. **EXPORT CONTROLS.** The use of this Software is subject to the U.S. Export Administration Regulations. You agree to the following: (a) you are not a citizen, national or resident of, and am not under the control of, the government of Cuba, Iran, North Korea, Syria, Sudan nor any other country to which the United States has prohibited export; (b) you will not export or re-export the Software, directly or indirectly, neither to the above mentioned countries nor to citizens, nationals or residents of those countries; (c) you are not listed on the United States Department of Treasury lists of Specially Designated Nationals, Specially Designated Terrorists, and Specially Designated Narcotic Traffickers, nor are you listed on the United States Department of Commerce Table of Denial Orders; (d) you will not export or re-export the Software, directly, or indirectly, to persons on the above mentioned lists; and (e) you will not use the Software for, and will not allow the Software to be used for, any purposes prohibited by United States law, including, without limitation, for the development, design, manufacture or production of nuclear, chemical or biological weapons of mass destruction. For more information, see www.sap.com/company/legal.

15. **ORDER TERMS.** Purchase orders conforming to SAP purchase order requirements may be accepted from qualified companies. All pre-printed terms of any purchase order not approved in writing by SAP shall have no effect. Payment terms are net-30 days from date of invoice. FOB SAP facility. SAP specifically disclaims price guarantees of any kind. You are responsible for payment of all applicable sales, use, consumption, VAT, GST, and other taxes and all applicable export and import fees, custom duties and similar charges, excluding taxes based on SAP net income.

WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU, AND YOU MAY HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE OR BY JURISDICTION. YOU ACKNOWLEDGE THAT IN ENTERING INTO THIS AGREEMENT, YOU HAVE RELIED UPON YOUR OWN EXPERIENCE, SKILL AND JUDGEMENT TO EVALUATE THE SOFTWARE AND THAT YOU HAVE SATISFIED YOURSELF AS TO THE SUITABILITY OF THE SOFTWARE TO MEET YOUR REQUIREMENTS.

8. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SAP OR ITS DISTRIBUTORS, SUPPLIERS OR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LOST PROFITS OR REVENUES, LOSS OR INACCURANCY OF ANY DATA, OR COST OF SUBSTITUTE GOODS, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE) AND EVEN IF SAP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SAP AND ITS SUPPLIERS' AGGREGATE LIABILITY TO YOU FOR ACTUAL DIRECT DAMAGES FOR ANY CAUSE WHATSOEVER SHALL BE LIMITED TO THE SOFTWARE LICENSE FEES PAID BY YOU FOR THE SOFTWARE OR THE FEES PAID BY YOU FOR THE SERVICE DIRECTLY CAUSING THE DAMAGES. SAP WILL NOT BE LIABLE FOR DAMAGES FROM THIRD PARTY PRODUCTS. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING ALLOCATION OF RISK IS REFLECTED IN THE FEES CHARGED UNDER THIS LICENSE AGREEMENT. SOME STATES/JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY IN CERTAIN CIRCUMSTANCES INCLUDED IN THIS SECTION, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU ONLY IN SUCH CIRCUMSTANCES.

9. **SUPPORT SERVICES.** SAP will provide to you product support services specified in an Order Form or other order documents in accordance with SAP's then-current applicable SAP Support Schedule which are found at www.sap.com/company/legal, and which are incorporated herein by this reference.

10. **TERMINATION.** Except where the Software is licensed on a subscription basis or as otherwise specified in an Order Schedule, a Purchase Order or any written SAP price quotation duly referenced in a Purchase Order, the Software licenses granted hereunder shall be perpetual. If the Software is licensed on a subscription basis and unless the term of the subscription is renewed on or prior to the expiration of the then current term of the Subscription License, the applicable Subscription License shall terminate. Notwithstanding the foregoing, SAP may immediately terminate this Agreement and any licenses and services provided hereunder if: (i) SAP notifies you in writing of a breach and such breach is not cured within thirty (30) days; or (ii) you make an assignment for the benefit of creditors or proceedings are commenced by or for you under any bankruptcy, insolvency, or debtor's relief law. Termination shall not relieve you from your obligation to pay fees that remain unpaid and shall not limit either party from pursuing other available remedies. Upon termination by SAP of this Agreement or any part thereof, SAP shall have no obligation to refund to you any fees paid by you, and you agree to waive, in perpetuity and unconditionally, any and all claims for refunds. If a Software license is revoked or expired, you must certify in writing to SAP that you have immediately un-installed and destroyed all copies of the Software within thirty (30) days of such revocation/expiration. The following Sections survive termination of this Agreement: 7(c), 8, 10, 11, 12, 13, and 14.

11. **AUDIT.** During the term of this Agreement and for three (3) years after termination or expiration, SAP may audit, upon reasonable notice to you and at SAP's expense, your books and records to determine your compliance with this Agreement. In the event any such audit reveals that you have underpaid SAP by an amount greater than five percent (5%) of the amounts due SAP in the period being audited, or that you have knowingly breached any material obligation hereunder, then, in addition to such other remedies as SAP may have, you shall pay or reimburse to SAP the cost of the audit.

12. **GENERAL.** Except as otherwise preempted by United States federal law, this Agreement is governed by the laws of the State of New York, United States, without reference to conflict of laws provisions and the United Nations 1980 Convention on Contracts for the International Sale of Goods and any amendments thereto. If any provision of this Agreement is ruled invalid, such invalidity shall not affect the validity of the remaining portions of this Agreement. This Agreement, together with the Software Use Rights and SAP Support Schedule that are incorporated herein by reference, constitutes the entire agreement between you and SAP, and supersedes any prior agreement, whether

5. **COPYRIGHT.** The Software is copyrighted by SAP and/or its suppliers and is protected by United States copyright and patent laws and international treaty provisions. You may not copy the Software except: (a) to provide a non-production backup copy; or (b) to install the Software components licensed by you, as set forth in Sections 2, on to computers as part of executing the Software. Solely with respect to the documentation included with the Software, you may make a reasonable number of copies (either in hardcopy or electronic form), provided that such copies shall be used only by licensed end users in conjunction with their use of the Software and are not republished or distributed to any third party. You must reproduce and include all copyright notices, trademarks or other proprietary legends of SAP and its suppliers on any copy of the Software or documentation made by you. Any and all other copies of the Software made by you are in violation of this License Agreement.

6. **RESTRICTIONS.** Except as expressly permitted by this License Agreement or by applicable law you may not: (a) lease, loan, resell, assign, sublicense, or otherwise distribute the Software or any of the rights granted by this License Agreement without the express written permission of SAP; (b) use the Software to provide or operate Application Service Provider (ASP), service bureau, marketing, third party training, outsourcing services, or consulting services, or any other commercial service related to the Software such as develop training materials; (c) modify (even for purposes of error correction), adapt, or translate the Software or create derivative works therefrom except as necessary to configure the Software using the menus, options and tools provided for such purposes and contained in the Software; (d) in any way reverse engineer, disassemble or decompile the Software or the .RPT report file format (including reverse compiling to ensure interoperability) or any portion thereof except to the extent and for the express purposes authorized by applicable law notwithstanding this limitation; (e)use the Software to develop a product which is competitive with any SAP product offerings; (f) use the Software to develop a product that converts the report file (.RPT) format to an alternative report file format used by any general-purpose report writing, data analysis or report delivery product that is not the property of SAP; (g) use unauthorized keycode(s) or distribute keycode(s); (h) disclose any Software benchmark results to any third party without SAP's prior written approval, (i) permit third party access to, or use of the Software except as expressly permitted herein, and (j) distribute or publish keycode(s). If you wish to exercise any right to reverse engineer to ensure interoperability in accordance with applicable law, you shall first provide written notice to SAP and permit SAP, at its discretion, to make an offer to provide information and assistance reasonably required to ensure Software interoperability with your other products for a fee to be mutually agreed upon (if any).

7. **LIMITED WARRANTY AND REMEDY.**

(a) Excluding Third Party Products, SAP warrants to you that: (I) for a period of six (6) months from delivery of the Software, the Software will substantially conform to the functional description set forth in its standard documentation; and (II) for a period of six (6) months from delivery the physical media (e.g., CD-ROM, DVD, and Electronic Software Distribution) will be free from defects in materials and workmanship. Any implied warranties on the Software and Third Party Products and media are limited to thirty (30) days from delivery to the extent such warranties cannot be disclaimed under Section 7(c) below. The above warranties specifically exclude defects resulting from accident, abuse, unauthorized repair, modifications, or enhancements, or misapplication. SAP does not warrant that use of the Software will operate uninterrupted or error free. Delivery of additional copies of, or revisions or upgrades to, the Software, including releases provided under Support Services, shall not restart or otherwise affect the warranty period.

(b) Your exclusive remedy for breach of the above-stated limited warranty shall be, at SAP's option, either: (I) correction or replacement of the Software with product(s) which conform to the above-stated limited warranty; or (II) return of the price paid for the Software and termination of this License Agreement with respect to those copies not in compliance. Such remedy shall be provided to you by SAP only if you give SAP written notice of any breach of the above-stated limited warranty, within six (6) months of delivery of the Software.

(c) EXCEPT FOR EXPRESS WARRANTIES STATED IN THIS SECTION 7, SAP AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY (I) OF MERCHANTABILITY, (II) OF FITNESS FOR A PARTICULAR PURPOSE, (III) OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR (IV) AGAINST HIDDEN DEFECTS. SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED

Attachment 1

SAP Business Objects End User License Agreement (EULA)

For purposes of this Attachment 1 to the PSLA, uses of "you" below shall mean the State of West Virginia

SOFTWARE LICENSE AGREEMENT

IMPORTANT-READ CAREFULLY: THIS IS A LEGAL AGREEMENT BETWEEN YOU AND SAP FOR THE SAP SOFTWARE ACCOMPANYING THIS AGREEMENT, WHICH MAY INCLUDE COMPUTER SOFTWARE, ASSOCIATED MEDIA, PRINTED MATERIALS AND ONLINE OR ELECTRONIC DOCUMENTATION ("SOFTWARE"). BEFORE CONTINUING WITH THE INSTALLATION OF THE SOFTWARE, YOU MUST READ, ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THE SOFTWARE LICENSE AGREEMENT THAT FOLLOWS ("AGREEMENT"). IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THE AGREEMENT, YOU MAY RETURN, WITHIN THIRTY (30) DAYS OF PURCHASE, THE SOFTWARE TO THE PLACE YOU OBTAINED IT FOR A FULL REFUND.

1. **GRANT OF LICENSE.** SAP grants you a nonexclusive and limited license to use the Software products and functionalities for which you have paid the applicable fees solely for your internal business purposes and in accordance with the terms and conditions of this Agreement. The Software is licensed, not sold, to you. If you acquired this product as a special offer, as a promotional license included with another SAP product, or bundled or in combination with a third party product, additional restrictions apply as set forth in the Software Use Rights identified in Section 3. This license does not apply to any other software program provided with the Software, including promotional software, which is governed by the online software license agreement included with that software. If you acquire or are provided with any directories, components, connectors, utilities, data, or other items from SAP for use with the Software (the "Additional Technology"), your use of the Additional Technology shall be in accordance with the terms, conditions, obligations and restrictions of this Agreement. The term "Software" as used herein, shall be deemed to include the Additional Technology and Third Party Products.

"SAP" is the SAP company from whom you are purchasing the Software licenses or related services, either directly or indirectly through a reseller; or if no SAP company distributes in your country, then Business Objects Software Limited.

2. **INSTALLATION AND USE.** You may install and use the Software only in the configuration and for the number of licenses acquired by you. You may also install non-production copies of the Software as is reasonably necessary for disaster recovery, emergency restart and backup, including, but not limited to making copies for such purposes for use at one or more disaster recovery sites. In order to exercise your rights to the Software under this License Agreement you must activate your copy of the Software in the manner described during the launch sequence. SAP may control the number and type of licenses and the use of the Software by key codes.

3. **SOFTWARE USE RIGHTS.** The Software Use Rights document contains additional terms relating to your use of the Software and is found at www.sap.com/company/legal, and is incorporated herein by this reference. You acknowledge and agree that these additional terms form an integral part of this Agreement.

4. **OWNERSHIP.** SAP and/or its suppliers retain all right, title and interest in and to the Software and all copies at all times, regardless of the form or media in or on which the original or other copies may subsequently exist. You neither own nor hereby acquire any claim or right of ownership to the Software or to any related patents, copyrights, trademarks or other intellectual property. You agree to retain the Software, the terms of this Agreement as well as any Software benchmark or similar tests (whether performed by you, SAP or any third party) in confidence and prevent them from unauthorized disclosure or use except with SAP's prior written consent. SAP and/or its suppliers reserve all rights not expressly granted to you. SAP's suppliers are the intended third party beneficiaries of this License Agreement and have the express right to rely upon and directly enforce the terms set forth herein.

Client's right to use the applicable Bundled Software Products under this Contract. Such termination or changes in the Software which CGI may make from time to time may make it necessary for Client to acquire, at its own expense, updated versions of the Bundled Software Products or additional Bundled Software Products.

Oracle Tuning Pack – 72 Processors
[All Oracle products noted above governed by their applicable Shrink-wrap License]

Perforce – 15 Named User Licenses
[Governed by Shrink-wrap License]

Pitney Bowes Universal Address Module – Production and Non-Production – Unlimited Users – 1 License
[Governed by Shrink-wrap License]

RedHat Enterprise Linux Server (Physical or Virtual Nodes) – Premium Subscription – 10 Licenses
Red Hat Enterprise Linux for Virtual Data Centers – Premium Subscription – 5 Licenses
RedHat Jboss with Management – Premium – Production – 86 core
RedHat Jboss with Management – Premium – Non- Production – 70 core
RedHat Jboss Fuse Premium – 24x7 Support – 8-core
RedHat Jboss Fuse Standard – 9x5 Support – 4-core
[Governed by the End User License Agreement (EULA) previously provided to the Client]

Redis Production – 1 Shard
Redis Non-Production – 1 Shard

SUSE Rancher – 1 Management Server and up to 14 Worker Nodes

Spatial IQ – Google Maps

Versata Logic Server – 1 Site License
Versata Logic Studio – 4 Name Users

Bundled Software Products Previously Discontinued:

Under this Contract CGI will no longer provide maintenance support on the following items:

- Oracle Advanced Compression – Processor Perpetual – Quantity 32
- All items listed in Attachment 1 to Amendment 16 – Additional Products

All rights of Client in and to the Bundled Software Products will be governed by the terms and conditions of this Contract, unless otherwise specified herein. Except for the Oracle Advanced Compression licenses which are governed by the terms of Amendment 16, the terms of the WV-96 Agreement Addendum for ERP Software (Rev. 1/1/2019) shall prevail in the event of any conflicts and CGI will indemnify the State for claims by a Bundled Software licensor as a result of the WV-96 Agreement Addendum for ERP Software (Rev. 1/1/2019) taking precedence over the terms in the applicable Shrink-Wrap License above. CGI does not itself give or make any warranty of any kind with respect to the Bundled Software Products. In addition, the Bundled Software Products may contain or require the use of open source products. Any open source products incorporated in, or used with, the Software are subject to the applicable open source license agreement. Violation by Client of the additional supplier terms and conditions attached to this Exhibit A may result in termination of

Actian to extend Actian maintenance support for a period not to exceed one (1) year from the target production migration completion date specified in the preceding sentence.]

Business Objects Enterprise & WebIntelligence Unrestricted Bundle – 4 CPU Premium License
SAP Business Objects Xcelsius Enterprise Interactive Viewing Unrestricted – 4 CPU
SAP Business Objects Xcelsius Enterprise Designer Unrestricted – 10 Named Users
[*Governed by the End User License Agreement (EULA) attached to this PSLA Exhibit A as Attachment 1*]

Eclipse BIRT Engine – Production – 2 Core
Eclipse BIRT Engine – Non-Production – 2 Core
[*Unlimited copies of BIRT Designer are included with BIRT Modules*]

JIRA (Data Center) – 500 Named User Licenses
[*Commercial Term License upgrade from JIRA (Server) – 250 Named User Licenses*]
[*Governed by Shrink-wrap License*]
[*End of support is February 14, 2025*]

Highsoft HighCharts – 10 Server Licenses
~~[*Governed by the End User License Agreement (EULA) attached to this PSLA Exhibit A as Attachment 2*]~~

Hitachi Pentaho – 1 License, Unlimited Installs

Microsoft Windows Server Datacenter Edition -2 cores, Microsoft Qualified, Open License, Single Language – 24
Microsoft Windows Server Standard Edition – 2 cores, Open License, Single Language – 16

Micro Focus Visual COBOL Production (Linux) <50,000 employees – 1 License
Micro Focus Visual COBOL Non Production (Linux) <50,000 employees – 1 License
Micro Focus Visual COBOL for Eclipse (Linux or Win) – 4 Named Users
[*Governed by the End User License Agreement (EULA) previously provided to the Client*]
[*Maintenance Services to be cancelled on Micro Focus licenses upon Go-Live*]

OpenText PunchOut – ALLOY Platform*

***Note:** The State may purchase the Punch Out functionality and catalogs pursuant to Section 5.1 of Schedule L of the Contract. The OpenText PunchOut – ALLOY Platform will be provided if ordered by the State, based on the Number of Suppliers purchased. The ALLOY End User License Agreement (EULA) will be appended to this Exhibit A at such time.*]

Oracle Database Enterprise Edition – 72 Processors
Oracle Partitioning – 72 Processors
Oracle Real Application Clusters One Node – 12 Processors
Oracle Diagnostics Pack – 72 Processors

Client may only use the Software (listed in Section 1 above) and the Bundled Software Products (listed in Section 7 below) to process Client's own work. Client may only use the CGI InfoAdvantage software on State premises with CGI Advantage databases.

5. License Fee.

The licenses specified in Section 1 and Section 7 of this Exhibit A, have been granted to Client for License Fees previously paid. No License Fees are due and payable for the additional Bundled Software Products added upon execution of this Contract. The Software added with this Contract is accepted upon execution of the Contract. CGI shall submit invoices via email or US mail to the following:

CGI to send invoices to:
Attn: Mr. Kent Hartsog **Title:** OASIS Project Director **Email:** kent.hartsog@wvsao.gov **Address:** Capitol Complex 1900 Kanawha Blvd. E. Building 1, Room W-100 Charleston, WV 25305

6. Warranty Period.

The Warranty Period for the Software referred to in Section 1 of this Exhibit A is a period of three (3) months beginning on the date CGI has successfully completed CGI's standard installation test following delivery of the Software to the Client. CGI does not itself give or make any warranty of any kind with respect to the Bundled Software Products.

7. Bundled Software Products.

CGI is providing the following Bundled Software Products to Client:

Adobe RoboHelp – 2 Named User Licenses
[Maintenance Services to be cancelled upon Go-Live]

Actian DataConnect 11 Flex – 1 Batch Eng, Prod (Sub) – 3 Server Licenses
Actian DataConnect 11 Flex – 1 Batch Eng, Dev/Test (Sub) includes 5 Developers – 1 Server License
Actian DataConnect 11 Flex – 1 Batch Eng, HS/DR (Sub) – 3 Server Licenses
Actian DataConnect 11 Flex – 1 Dev User, Prod (Sub) – 8 Named User Licenses
[Governed by the End User License Agreement (EULA) previously provided to the Client]
[CGI and the State will work in good faith together to complete the conversion from Actian to Hitachi Pentaho and move all interface maps and ETLs to production by August 31, 2024. If the production migration to Pentaho is not complete by such date, CGI will issue a credit on subsequent invoice(s) until the credit balance is zero for actual amounts paid by the State to

CGI Advantage Employee Self Service

CGI Advantage Manager Self Service

-The State has the option to implement this module pursuant to Section 5.5 (Additional CGI Advantage Modules) of Schedule L of the Contract

CGI InfoAdvantage

CGI InfoAdvantage Dashboard

CGI Advantage Case Management System – Limited use license for up to 10 use cases including grants (up to 2,500 users).

CGI OnCue360 – Limited use subscription for up to 10 use cases including grants.

2. Licensed Documentation.

The Specifications for the CGI Advantage Software specified in Section 1 (Licensed Software) of this Exhibit, are as set forth in the documentation available for download on the CGI website (https://sc.cgi.com/advantage/) or packaged with the Software installation; referred to in this Contract as the "Documentation."

Documentation for Bundled Software Products is available on the applicable third party website.

3. License Type.

The Software is licensed to Client on the following basis:

Site License. Client is permitted to use the Software at the computer facility or facilities listed below with the exception of CGI InfoAdvantage, which is a named user license (or server license if Server Bundle). In the event of the failure of the computers at the listed location(s), Client may use the Software at a back-up computer facility in the same country until operations at the primary facility have been restored.

Primary Facility	Secondary Facility
WVNet 837 Chestnut Ridge Rd Morgantown, WV 26505	WVSAO Data Center Capitol Complex 1900 Kanawha Blvd. E. Building 1, Room W-130 Charleston, WV 25305

Should Client desire to use the Advantage Software for additional named users or at additional facilities, Client may purchase additional licenses at CGI's then-current prices.

4. Work that May be Processed.

Schedule B – CGI Advantage® Proprietary Software License Agreement

This Schedule B is effective upon the Effective Date. The PSLA is incorporated into this Contract as modified by this Schedule B, and is included in full in Exhibit 1. By entering into this Contract, the parties agree to replace Exhibit A of the PSLA with this Schedule B. Except as modified by this Schedule B, the PSLA remains in full force and effect. Upon Go-Live of the Cloud Solution, this Schedule B will be superseded and replaced in its entirety with the Cloud Order Summary and Cloud Schedules G-K pursuant to Section 1.1 (Cloud Upgrade) of the OASIS Terms and Conditions: Cloud Upgrade Terms and Cloud Order Summary.

Replace Exhibit A in its entirety with the following:

1. Licensed Software.

CGI is licensing to Client the following computer software components comprising the Software:

CGI Advantage® Financial Management System including the following modules:

CGI Advantage Financial Management Base System

CGI Advantage Treasury Accounting

CGI Advantage Asset Management

CGI Advantage Inventory Management

CGI Advantage Grant Lifecycle Management

CGI Advantage 1099 Reporting

CGI Advantage Travel and Expense Management

CGI Advantage State Reciprocal Program

CGI Advantage Debt Management

-The State has the option to implement this module pursuant to Section 5.5 (Additional CGI Advantage Modules) of Schedule L of the Contract

CGI Advantage® Procurement System including the following modules:

CGI Advantage Procurement Professional

CGI Advantage Vendor Self Service (VSS)

CGI Advantage Grantor Extensions

CGI Advantage® Performance Budgeting

CGI Advantage® Human Resource Management System including the following modules:

CGI Advantage Human Resource Base System

During the term of this Agreement and each associated Statement of Work and for twelve (12) months after the expiration or termination of this Agreement and the last remaining associated Statement of Work under the Agreement, 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 Agreement, unless the hiring Party obtains the written consent of the other Party. The foregoing provision will not:

11.10.1. Prohibit a general solicitation of employment by Client in the ordinary course of business or prevent Client 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.

approval that is either requested or reasonably required by the other party in order to perform its responsibilities under the Agreement.

11.5. Assignment

Neither Party may assign or otherwise transfer the Agreement or a Cloud Order Summary or Statement of Work or any of its obligations under the Agreement without the other Party's prior written consent, which will not be unreasonably withheld. Any purported assignment in violation of the preceding sentence will be void. The Agreement will be binding upon the parties' respective successors and permitted assigns. In the event of any proposed assignment by CGI, the State will be allowed to conduct reasonable due diligence on the proposed assignee, and CGI will provide relevant information requested by the State in connection therewith, subject to confidentiality restrictions.

11.6. Severability

The provisions of the 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 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 other external activities without the prior written consent of the other party. However, each Party may include the other Party's name in its internal business communications and where required to comply with law or regulation. In addition, CGI may use Client's name in the case of CGI governmental procurement requirements (e.g., experience or past performance citations) or other government-required reporting requirements.

11.8. 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 Agreement.

11.9. Third Party Beneficiaries

There are no intended third party beneficiaries of any provision of the Agreement.

11.10. Solicitation/Hiring Restrictions

11.1. Nonexclusive Agreement

The 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 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 Agreement will be in writing in English, will be delivered to the address specified for notices in the Cloud Order Summary, 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

In the event of a Force Majeure:

11.3.1. The party experiencing the Force Majeure Event will promptly notify the other party of the circumstances hindering its performance and of its plans and efforts to correct or implement a workaround;

11.3.2. The party experiencing the Force Majeure will exercise due diligence in endeavoring to overcome any Force Majeure impediments to its performance and will provide periodic updates to the other party of the Force Majeure, or upon request by the other party;

11.3.3. The party experiencing the Force Majeure will not be liable for any delays or failure in performance under the Agreement caused by the Force Majeure; and

11.3.4. The time for performance will be extended by a period equal to the delay caused by the Force Majeure and, if warranted, the fees payable to CGI will be equitably adjusted.

11.4. Reasonable Behavior

Each party will act in good faith in the performance of its respective responsibilities under the Agreement and will not unreasonably delay, condition or withhold the giving of any consent, decision or

CGI understands that, as a service provider to Client, regulatory authorities with jurisdiction over Client ("Regulator") may have statutory authority to examine CGI's financial records to validate invoiced amounts and/or conduct audits to verify that Client's use of the Solution complies with the Contract. In the event of such audit by a Regulator, Client shall coordinate with CGI to (i) afford CGI advance notice to the extent possible; (ii) provide only the materials or records of CGI reasonably necessary to meet the requirements of the audit; and (iii) seek confidential treatment by the Regulator of any materials or records of CGI disclosed.

10. Law and Disputes

10.1. Governing Law

Any claim, controversy or dispute arising under or related to the Agreement will be governed by the laws of state of West Virginia, without regard to any provision of the laws of that state that would require or permit the application of the substantive law of any other jurisdiction. Notwithstanding anything to the contrary, the parties expressly agree that the provisions of the Uniform Commercial Code (UCC) as enacted under state and federal law, and the Uniform Computer Information Transactions Act (UCITA) as set forth in any applicable state statute, or as may be amended or modified, applicable as of the effective date of the applicable Order or thereafter, will not apply to the 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 Agreement through the informal means described in this subsection. Each party will appoint a senior management representative. 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. Exports

Each party agrees that it will not knowingly export or re-export, directly or indirectly, any technical data or product derived from the other party to any destination to which such export or re-export is controlled, restricted or prohibited by U.S. law, without obtaining prior authorization from the U.S. government.

11. General Provisions

9. Records and Audits

9.1. Records

Client and CGI each agree to keep clear and accurate records relating to their activities under the Contract, for records retention purposes, for the Cloud Services Period specified in the Cloud Order Summary.

9.2. Client Audits Concerning the CGI System

In addition to CGI's obligations set forth in this Section 9, CGI's obligations to support Client-required audits relating to the Cloud Services are specified in Schedules H and J to the Contract, which identify the roles and responsibilities of the parties concerning security audits of the Cloud Services, including CGI's obligation to provide the SOC report(s) described in Schedule H, Section 3.2.3. The SOC reporting options are further described in Section 5.8 of Schedule L (Pricing and Payment Schedule).

9.3. Audits in General

~~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 Contract. CGI will have the right to conduct audits to verify that Client use of the Solution complies with the Contract. 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, or in the cases of emergency audits, reasonable written advance notice of at least 48 hours;

9.3.3. Not more frequently than annually, except in the event of a Security Incident or for Client-determined reasonable cause; and

9.3.4. By an independent third party Auditor that has executed a confidentiality agreement with the party requesting the audit containing confidentiality terms substantially equivalent to those in Section 5 (Confidential Information) of this Schedule A, that at a minimum prohibits the Auditor from using or divulging to third parties information obtained in connection with the audit.

Client's audit rights set forth in this Contract shall not extend to a Third Party Hosting Supplier's books and records, unless required by law in which case CGI shall advise the Third Party Hosting Supplier(s) of the same. CGI will provide to Client documentation the Third Party Hosting Supplier makes generally available to its customers or CGI.

9.4. Other Audits

EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 8, THE PARTIES' RESPECTIVE AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS, LOSSES OR DAMAGES ARISING UNDER OR RELATED TO THE CONTRACT (INCLUDING WITHOUT LIMITATION, FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR OTHER TORT CLAIM) SHALL NOT EXCEED **$50.0 MILLION.**

8.4. Exclusion of Damages

IN NO EVENT WILL CGI OR ANY PERSON OR ENTITY INVOLVED IN THE CREATION, MANUFACTURE OR DISTRIBUTION OF ANY SOFTWARE, SERVICES OR OTHER MATERIALS PROVIDED BY CGI UNDER THE CONTRACT BE LIABLE FOR:

8.4.1. ANY DAMAGES CAUSED BY THE FAILURE OF CLIENT OR ITS AFFILIATES OR SUPPLIERS TO PERFORM THEIR RESPONSIBILITIES;

8.4.2. ANY CLAIMS OR DEMANDS OF THIRD PARTIES, EXCEPT THOSE CLAIMS OR DEMANDS FOR WHICH CGI IS REQUIRED TO INDEMNIFY PURSUANT TO SECTION 6 (INDEMNIFICATION); OR

8.4.3. ANY LOST PROFITS, LOSS OF BUSINESS, LOST SAVINGS OR OTHER CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF CGI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.5. Exclusions from Limitations

THE FOREGOING LIMITATIONS DO NOT APPLY TO CGI'S INDEMNIFICATION OBLIGATIONS SPECIFIED IN SECTION 6.1 (GENERAL INDEMNIFICATION) OR SECTION 6.2 (INFRINGEMENT INDEMNIFICATION), THE CLIENT'S WARRANTY OBLIGATIONS SPECIFIED IN SCHEDULE D AND SCHEDULE I, OR TO THE CRIMINAL ACTS, INTENTIONAL TORTS, OR FRAUDULENT CONDUCT OF EITHER PARTY.

8.6. Acknowledgement

EACH PARTY ACKNOWLEDGES AND AGREES THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 8:

8.6.1. ARE REASONABLE AND HAVE BEEN AGREED BY THE PARTIES;

8.6.2. WERE ESSENTIAL TO TERMS AND CONDITIONS FOR THE PARTIES AND THE PARTIES WOULD NOT HAVE ENTERED INTO THE CONTRACT IN THE ABSENCE OF SUCH LIMITATIONS;

8.6.3. WILL NOT BE DEEMED TO LIMIT ANY LIABILITY TO AN EXTENT THAT WOULD NOT BE PERMITTED UNDER APPLICABLE LAW; AND

8.6.4. WILL SURVIVE NOTWITHSTANDING THE FAILURE OF ANY REMEDY UNDER THE CONTRACT.

7.6.4.6. Formal Contract close out has been completed;

7.6.4.7. As part of any transition out process, CGI will work with State for legal and financial closure of the contract, consisting of:

7.6.4.7.1. Approval of Transition Out Services project plan;

7.6.4.7.2. Preparation and execution of contract termination;

7.6.4.7.3. Sign off on completion of termination tasks; and

7.6.4.7.4. Delivery of final invoice

7.7. Survival on Termination

Any provision of the Contract that imposes or contemplates continuing obligations on a party will survive the expiration or termination of the Contract or a Cloud Order Summary and associated Statement of Work, such as provisions addressing limitation of liability, indemnification, Force Majeure, and confidentiality. The termination of any particular Cloud Order Summary or Statement of Work will not affect the parties' respective rights, duties and obligations under any other Cloud Order Summary or Statement of Work then in effect.

8. Limitation of Liability

8.1. Loss of Client Data

IF CLIENT DATA IS LOST, CORRUPTED OR DESTROYED WHILE IN THE POSSESSION OR CONTROL OF CGI DUE TO CGI'S FAULT OR NEGLIGENCE, CGI WILL USE COMMERCIALLY REASONABLE EFFORTS TO RECONSTRUCT SUCH CLIENT DATA AT CGI'S EXPENSE PROVIDED ANY FILES, DATA, PROGRAMS OR OTHER INFORMATION THAT MAY BE NECESSARY TO ACCOMPLISH SUCH RECONSTRUCTION, BUT WHICH ARE NOT IN CGI'S POSSESSION OR CONTROL, ARE PROMPTLY FURNISHED TO CGI BY CLIENT UPON REQUEST. IF CGI IS UNABLE TO SATISFY ITS OBLIGATIONS UNDER THIS SUBSECTION, CGI'S LIABILITY TO CLIENT WILL NEVERTHELESS BE LIMITED IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION 8.

8.2. Security Incidents

EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, IN NO EVENT WILL CGI BE LIABLE FOR ANY DAMAGES OR COSTS ARISING OUT OF A SECURITY INCIDENT RESULTING FROM OTHER THAN (I) CGI'S BREACH OF CGI'S OBLIGATIONS UNDER THE CONTRACT (WHETHER ARISING FROM CGI'S NEGLIGENCE, FAULT, OR OTHERWISE) OR (II) ANY SECURITY INCIDENT ATTRIBUTABLE TO A PERMITTED THIRD PARTY HOSTING SUPPLIER'S ACTIONS OR INACTIONS THAT WOULD CONSTITUTE A BREACH OF CGI'S OBLIGATIONS UNDER THIS CONTRACT. CGI LIABILITY FOR ANY SECURITY INCIDENT IS SUBJECT TO THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 8.

8.3. Liability Limits

7.6.2.3. Review documentation, prior resolutions, and examine ticket history and trends;

7.6.2.4. Engage knowledge receiver through Q&A (conduct playback sessions);

7.6.2.5. Prepare knowledge acquisition documents (e.g., application binders, checklists);

7.6.2.6. Obtain secure access for knowledge transfer phase.

7.6.3. Phase 3 – Knowledge Transfer such as:

7.6.3.1. Knowledge Receiver assists Knowledge Sender on tickets and enhancements, supporting on-call (as secondary) where relevant;

7.6.3.2. Knowledge Sender continues to have prime responsibility for work execution;

7.6.3.3. Both parties are assigned work units, and one validates the other's work (peering system for forward and reverse shadowing, with playback sessions);

7.6.3.4. Refinement of documentation (including refresh process) and daily review meetings;

7.6.3.5. Conduct critical risks exercise and initial performance measurements;

7.6.3.6. Documentation transfer for operations, applications and software (if applicable);

7.6.3.7. Provision and provide detailed list of any outstanding services requests and open issues.

7.6.4. Phase 4 – Stabilization such as:

7.6.4.1. Knowledge Receiver takes the driver's seat and has prime responsibility for executing ongoing application and operational support and execution (including primary/secondary on-call responsibilities);

7.6.4.2. CGI infuses best practices where relevant and to address gaps;

7.6.4.3. Final service level reporting scorecard showing how CGI performed against commitments for the Transition Out Services;

7.6.4.4. Knowledge receivers and extended team assume full delivery responsibility;

7.6.4.5. All existing and available documentation (and application data) related to the applications and other products and services delivered has been returned to the State;

Provided Client is current in its payment to CGI under the Contract, with the exception of any ongoing payment disputes at such time Transition Services may be requested, CGI will perform Transition Services (examples of such Transition Services are outlined in the subsections below) as Project Services under a Statement of Work for a period to be mutually agreed to by the Parties, on a time and materials basis at CGI's then current professional services rates. Any such Statement of Work will be negotiated and mutually agreed to by the Parties, and will contain the scope of and schedule for the Transition Services, and any other terms which the Parties mutually agree to include. If the parties enter into a Statement of Work for Transition Services, CGI will coordinate the return of Client Data required under this Section during the Transition Period.

7.6.1. Phase 1 – Transition Out Pre-Planning such as:

7.6.1.1. Disclosure of all parties involved in the transition out services;

7.6.1.2. Establish the transition out team;

7.6.1.3. Establish the scope of the transition out phase;

7.6.1.4. Prepare a transition out plan;

7.6.1.5. Establish transition out services duration and schedule;

7.6.1.6. Communicate the software and hardware the CGI team will use to deliver the transition out services;

7.6.1.7. Communicate all in-scope 3rd party contracts without compromising the confidentiality of such contracts;

7.6.1.8. Share current CGI Service Level Contract reports, as well as statistical information regarding application management and support service delivery;

7.6.1.9. Prepare a training plan;

7.6.1.10. Build knowledge transfer templates for the existing Solution and the operations performed to support end user business processes;

7.6.1.11. Document functional applications including State business processes and configuration;

7.6.1.12. Deliver Security and HR access plan

7.6.2. Phase 2 – Knowledge Acquisition such as:

7.6.2.1. Conduct assimilation activities (business, technical, process overviews);

7.6.2.2. Understand business function of applications and key stakeholders;

7.4.4.3. The first such delivery will be at CGI expense.

7.4.4.4. Client request for more than one delivery of a copy of Client Data or for delivery of a copy of Client Data in other than CGI System format will be addressed through the Change Control Process, with resulting CGI costs reimbursed by Client and resulting CGI fees charged at CGI's then-current applicable rates for such services.

7.4.4.5. In the event that Client engages CGI in Transition Services pursuant to Subsection 7.6 (Transition Services on Termination or Expiration), the parties will coordinate CGI delivery of Client Data copies with the Transition Services.

7.4.4.6. Except as otherwise provided in this Subparagraph, within ten (10) Business Days of the effective date of termination, CGI will destroy all Client Data. CGI may retain Client Data occasionally entered into the Ticketing System as part of the Cloud Services. Such retained Client Data will be subject to the provisions of Section 5 (Confidential Information).

7.4.5. Within thirty (30) calendar days after the expiration or termination, as applicable, of the Contract or a Cloud Order Summary and associated Statement of Work for any reason, Client will, at CGI's option, either deliver to CGI or destroy the original and all copies (including partial copies) of CGI Materials, all CGI Confidential Information, and any other materials provided by CGI under the applicable Cloud Order Summary and associated Statement of Work, including copied portions contained in derivative works, and certify in writing to CGI that Client has fully performed its obligations under this subsection.

7.4.6. Except in the event of a termination pursuant to subsection 7.3.4 above, CGI will notify Client in writing at least 30 days prior to discontinuing access to the CGI System.

7.5. Prorated Fees

In the event the effective date of termination falls within a Cloud Services Period, the fees for the final Cloud Services Period will be prorated based on the number of months of Cloud Services provided in the final Cloud Services Period, including in full the month in which the effective date of termination occurs. For example, if the effective date of termination is July 15th, then a refund will be due to the State for 5 months (August – December).

7.6. Transition Services on Termination or Expiration

In connection with termination or expiration, as applicable, of the Contract or a Cloud Order Summary and associated Statement of Work, Client may request CGI assistance in migrating Client's processing being performed by CGI under the Contract to the control of Client or an alternate vendor designated by Client.

Summary and, if applicable, associated Statement of Work for cause by providing separate written notice of termination to the breaching party.

7.3.2. Prior to termination of a Cloud Order Summary and associated Statement of Work for cause, the party receiving the initial notice under this subsection will be afforded an opportunity to meet with a senior management representative of the non-breaching party to explain its position.

7.3.3. If Client's election to terminate the Contract or a Cloud Order Summary and associated Statement of Work for cause under this Section 7.3 is determined by a court of competent jurisdiction to have been wrongful, then the termination will automatically be considered a termination for convenience.

7.3.4. Notwithstanding the preceding subsection, and subject to Section 7.3.1 above, if Client materially breaches the Solution access restrictions specified in Section 4.4 (Use of the CGI System) of Schedule A, or breaches its nondisclosure obligations under the Contract, CGI will have the right, without affecting any other rights and remedies CGI may have, to terminate the applicable Cloud Order Summarie(s) and associated Statement(s) of Work immediately upon advance written notice to Client.

7.3.5. Termination of the Contract for cause will be in addition to, and not in lieu of, other remedies available to the terminating party under the Contract

7.4. Effects of Termination or Expiration

Upon expiration or termination of a Cloud Order Summary for Cloud Services for any reason, Client's right to access the Solution under the Contract will terminate upon the expiration date or the effective date of the termination, and the parties will satisfy the obligations set forth in this section:

7.4.1. Client will cease all access to the CGI System.

7.4.2. Client will promptly pay CGI all amounts owed under the Contract including, but not limited to fees for Cloud Services and Project Services specified in Schedule L.

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 dispose of Client Data as described in this subsection.

7.4.4.1. Upon receipt of a notice of termination from Client, or at least 30 days in advance of any expiration date, CGI will 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 to, common export format.

CGI to control the defense and settlement of the proceeding, including the selection of attorneys. Client may observe the proceeding and confer with counsel of its choice at its own expense.

7. Term and Termination

7.1. Term

7.1.1. **Initial Term.** The Contract will commence on the Effective Date and will continue until the expiration or termination of all Cloud Order Summaries and Statements of Work issued under the Contract, notwithstanding early termination as permitted herein. The term of each Cloud Order Summary will be as set forth in the Cloud Order Summary, unless earlier terminated in accordance with this Section 7.

7.1.2. **Optional / Renewal Term(s) Upon Expiration.** If Client requires additional time, beyond the final Cloud Services Period listed in Section 3.2 (Cloud Subscription Fees) of Schedule L (Pricing and Payment Schedule), to complete a transition to another vendor's solution, then CGI will provide up to two (2) additional one-year renewals beyond the effective date of expiration of the Contract. Any renewals exercised pursuant to this subsection 7.1.2 are subject to a ten percent (10%) increase from the previous Cloud Services Period.

7.2. Termination for Convenience

7.2.1. Client will have the right to terminate this Contract, any Cloud Order Summary or any Statement of Work hereunder for convenience with thirty (30) calendar days prior written notice to CGI.

7.2.2. Client's exercise of the foregoing right to terminate for convenience does not relieve Client of its obligations to pay Cloud Services Fees for the then current annual Cloud Services Period, or other amounts due under the Contract, subject to Section 7.5 (Prorated Fees) below.

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 Contract 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, do either of the following:

7.3.1.1. cure the Breach, or

7.3.1.2. If the Breach is not one that can reasonably be cured within thirty (30) calendar days; develop a plan to cure the Breach and diligently proceed according to the plan, then the non-breaching party may terminate the applicable Cloud Order

6.2.1.2. Combination of the Deliverable, Product, or Service with hardware, software or other materials not provided by CGI;

6.2.1.3. Use of the Deliverable, Product, or Service not in accordance with mutually agreed specifications;

6.2.1.4. Client's failure to use new or corrected versions of the Deliverable, Product, or Service made available by CGI; or

6.2.1.5. CGI's adherence to Client's specifications or instructions.

6.2.2. Remedies

If an infringement 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 Client to continue using the allegedly infringing item(s) or replace or modify the item(s) to resolve such proceeding. If CGI finds that neither of these alternatives is available to it on commercially reasonable terms, CGI may require Client to return the allegedly infringing item(s), in which case Client will receive a refund of the amounts paid by it for the returned item(s), less a reasonable adjustment for depreciation of the returned item(s). This Section 6.2 (Infringement Indemnification) states CGI's entire obligation to Client and Client's exclusive remedy with respect to any claim of infringement and is in lieu of any implied warranties of non-infringement or non-interference with use and enjoyment of information.

6.3. Security Incident and Data Breach Indemnification

CGI will, at its expense, indemnify, hold harmless, and defend any third party claim brought against Client (including its officers and employees) and will pay all costs and damages, court judgments or awards finally awarded against Client and all reasonable associated costs and expenses (including without limitation, reasonable attorney's fees, expert fees, and costs and expenses related to any appeal) arising from or in connection with (i) a Security Incident and/or Data Breach caused by CGI's breach of CGI's obligations under this Contract or (ii) any Security Incident and/or Data Breach attributed to any permitted Third Party Hosting Supplier(s) actions or inactions that would constitute a breach of CGI's obligations under this Contract.

In addition to the foregoing, to the extent permissible, CGI will pass-through to the State all rights, benefits, and privileges of indemnification that any Third Party Hosting Supplier provides to CGI arising from or in connection with a Security Incident or Data Breach.

6.4. Indemnification Procedures

CGI's indemnification obligations specified in the Contract are conditioned upon Client promptly notifying CGI in writing of the proceeding, providing CGI a copy of all notices received by Client with respect to the proceeding, cooperating with CGI in defending or settling the proceeding, and allowing

5.8. Continuing Obligation to Protect Confidential Information

In addition to each party's obligations provided in Section 7.4 (Effects of Termination or Expiration) below, each party's obligations to protect Confidential Information will remain in full force and effect for a period of five (5) years, or as otherwise mutually agreed to by the parties if a shorter/longer period is required, following expiration or termination of the Contract. After that five (5) year period, each party's obligations to protect the Confidential Information of the other party will cease, except that the obligation to protect the confidentiality of the other party's trade secrets (including proprietary software and related materials owned by the party and its licensors) will continue in perpetuity.

5.9. Injunctive Relief

Each party agrees that if a court of competent jurisdiction determines that the receiving party has breached, or attempted or threatened to breach, any of its confidentiality obligations to the furnishing party or the furnishing party's proprietary rights, money damages will not provide an adequate remedy. Accordingly, the furnishing party will be entitled to seek appropriate injunctive relief and other measures restraining further attempted or threatened breaches of such obligations.

6. Indemnification

6.1. General Indemnification

CGI shall indemnify, defend and hold harmless Client (including its officers and employees) from and against any and all liabilities, claims, actions, proceedings, costs and expenses that are incurred by or asserted against Client by reason of actual or alleged bodily injury (including death) or real or tangible personal property damage suffered by a third party due to the negligence of the indemnifying party.

6.2. Infringement Indemnification

Except as stated in subsection 6.2.1 below, CGI will at its expense, indemnify, hold harmless, and defend any claim brought against Client (including its officers and employees) and will pay all costs and damages, court judgments or awards finally awarded against Client and all reasonable associated costs and expenses (including without limitation, reasonable attorney's fees, expert fees, and costs and expenses related to any appeal) to the extent the proceeding is based on a claim that a Deliverable, Product or Service infringes a third party copyright, trade secret, trademark, mask work, United States patent, or other proprietary right (a "Covered Claim").

6.2.1. CGI will not be obligated to indemnify or defend, or be liable for costs or damages, to the extent a claim of infringement arises from:

6.2.1.1. Modification of the Deliverable, Product, or Service (except modifications made by CGI and its subcontractors working at CGI's direction);

Notwithstanding anything to the contrary in this Section 5, 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 5.5 is bound by enforceable obligations to protect Confidential Information to the same extent as if it were a party to the Contract.

With respect to CGI's Confidential Information, the State may disclose CGI's Confidential Information to a third party only after: a) CGI and the State have agreed in writing as to the manner and extent to which such third party may have access to CGI's Confidential Information as well as any associated additional terms required by CGI related to such access; and b) such third party has entered into a three-way access agreement with CGI and the State. CGI will make reasonable efforts to provide such third parties access in an expedited manner.

5.6. Disclosure Required by FOIA

The parties agree that the West Virginia Freedom of Information Act, W.Va. Code Section 29B-1-1 et seq. ("FOIA"), applies to Confidential Information provided by CGI to Client hereunder, including without limitation, the applicable exemptions thereunder. In the event that Client receives a FOIA request relating to this Contract and/or CGI materials or information, Client agrees to promptly notify CGI of such request and before disclosure is made to the requestor, provide CGI with the opportunity to assert any applicable FOIA exemptions and redact such information prior to any release. In addition, 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.

5.7. Treatment of Confidential Information on Expiration or Termination of Contract

Upon expiration or termination of the Contract 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 5.7. 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 Contract 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.

Notwithstanding the foregoing, and unless CGI believes an immediate suspension is required, CGI will provide reasonable notice commensurate with the severity of the issue, but in any event within 1 hour, before suspending the Services and/or Client access to the CGI System, and CGI will suspend the Services and/or Client access to the CGI System only to the extent reasonably necessary to prevent unauthorized use of the CGI System.

5. Confidential Information

5.1. Furnishing Party and Receiving Party

Either CGI or the State may furnish Confidential Information to the other Party in performance under the Contract. For purposes of this Section 5, when CGI or the State is the Party providing the information to the other Party, it is the **"furnishing party,"** and when CGI or the State is the Party receiving the information from the other Party, it is the **"receiving party."** The following terms govern the furnishing and receipt of Confidential Information by the Parties.

5.2. 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 this Contract (**"Purpose"**).

5.3. 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 Contract or any access to the furnishing party's Confidential Information to have acquired any right, title or interest in or to the Confidential Information.

5.4. 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 subsection 5.5, below; (iv) to use the furnishing party's Confidential Information solely and exclusively in accordance with the terms of this Contract in order to carry out its obligations and exercise its rights under this Contract; (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.

5.5. Exceptions

4.4.1.6. For any reason other than for the CGI System's intended purpose as an Enterprise Resource Planning (ERP) system in accordance with the Contract;

4.4.1.7. Perform, or release the results of, benchmark tests or other comparisons of any of the CGI System with other software, services, or materials unless reasonably requested or required under the Contract and agreed in writing, on a case by case basis, between CGI and Client;

4.4.1.8. Use any Bundled Applications on a standalone basis for Client's internal business purposes; or

4.4.1.9. In any application or situation where failure of the CGI System or the Services could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage;

4.4.2. License, sublicense, sell, resell, transfer, assign, distribute the CGI System or otherwise make available the CGI System to any third party;

4.4.3. Modify or make derivative works based on the CGI System, or use the CGI System for commercial time-sharing, rental, outsource or service bureau use unless otherwise specifically agreed to in advance by CGI in writing;

4.4.4. Commercially exploit the CGI System in any way unless otherwise specifically agreed to in advance by CGI in writing;

4.4.5. Send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including but not limited to material that violates privacy rights;

4.4.6. Send or store Malicious Code in connection with the CGI System;

4.4.7. Intentionally interfere with or disrupt performance of the CGI System or the data contained therein;

4.4.8. Attempt to gain access to the CGI System or its related systems or networks in a manner not set forth in the Documentation;

4.4.9. Access all or any part of the CGI System in order to build a product or service which competes with the CGI System;

4.4.10. Copy any features, functions, integrations, interfaces or graphics of the CGI System; or

4.4.11. Reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code contained within the CGI System.

Violation of the terms in this section may result in suspension of Services and Client access to the CGI System. During any period of suspension, CGI shall not take any action to erase Client Data.

Each party is responsible for timely performance of its responsibilities and obligations under the Contract. Without limiting the generality of the foregoing sentence, each party will satisfy its obligations with regard to:

4.1.1. The Services specified in the Schedules to the OASIS Cloud Terms and Conditions; and

4.1.2. Each Statement of Work issued under the Contract 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 format 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.

4.3. Errors in Processed Data

CGI will be responsible for inaccuracies caused by CGI in the performance of its Services hereunder. Client will be responsible for reviewing the accuracy of any processing output provided by CGI prior to making use of such output, including but not limited to responsibility for output reports, and for conclusions drawn from such use.

4.4. Use of the CGI System

The Client's right of use of the CGI System under the OASIS Cloud Terms and Conditions is subject to the following restrictions. Client will not:

4.4.1. Use the CGI System or the Services –

4.4.1.1. In a way prohibited by law, regulation, governmental order or decree;

4.4.1.2. To violate the rights of others;

4.4.1.3. To try to gain unauthorized access to or disrupt any service, device, data, account or network;

4.4.1.4. To spam or distribute malware;

4.4.1.5. In a way that could harm the CGI System or impair anyone else's use of it;

to access, display, reproduce, process and otherwise use Client Materials provided by Client under the Contract, in compliance with the Contract and for the sole purpose of providing the Cloud Solution to Client.

3.5. Developed Materials

CGI will own all intellectual property rights, title and interest in and to all work products developed by it under the Contract. Subject to payment in full by Client of all amounts owed to CGI under the applicable Cloud Order Summary, 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, or such other use as may be mutually agreed to by the Parties in writing.

3.6. Copying

Client will not copy or use any Confidential Information in any way that is not authorized by the Contract, unless otherwise specifically agreed to in advance by CGI in writing. For the avoidance of doubt, Client is permitted to use and provide access to the training materials and related documentation provided to Client by CGI hereunder that may include Confidential Information (including derivative works thereof) for the sole purpose of:

3.6.1. training State agency staff and State contractors on the use of the Software, subject to Section 2 (Discretionary Hours Budget and Payment) above, but Client is not permitted to make such training materials and related documentation (including derivative works) publicly available unless, and to the extent, as may be required by law; and

3.6.2. educating vendors and other external users on the functionality that is available to them in CGI Advantage Vendor Self-Service.

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.

3.7. Reservation of Rights

CGI and as applicable each of its Affiliates, subcontractors, and suppliers will not be prevented from using in their business(es) any general ideas, concepts, expressions, know-how, skills, and experience possessed by it prior to, or developed or learned by it in the course of, performing the Services.

4. Responsibilities

4.1. General

2.7.1. 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);

2.7.2. Client timely pays all other amounts specified on the invoice;

2.7.3. Client works in good faith with CGI to resolve the dispute in a prompt and mutually acceptable manner; and

2.7.4. Client pays any amounts ultimately determined to be due CGI within thirty (30) days after the dispute is resolved.

2.7.5. 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 (Law and Disputes). 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.

2.8. Payment Terms

All maintenance payments and payments for Cloud Services are due and payable on the first day of each Maintenance Services Period and Cloud Services Period, respectively. All fees and expenses are to be paid to CGI in United States Dollars, by EFT to an account designated by CGI. CGI's invoices are due and payable in full within thirty (30) calendar days from the date of the invoice. If there is a Prompt Payment Act that is applicable to the Contract, the provisions of that Act are agreed to apply.

3. Proprietary Rights

3.1. CGI System

The Contract and any Cloud Order Summary and any associated Statement of Work issued under the Contract do not transfer any right of ownership in or related to the CGI System.

3.2. CGI Materials.

As between CGI and Client, CGI (or its licensors or suppliers, as applicable) will retain ownership of the CGI Materials. CGI Materials are provided by CGI to Client as part of the Cloud Solution or under a Statement of Work pursuant to the OASIS Cloud Terms and Conditions.

3.3. Client Materials

As between Client and CGI, Client will retain ownership of the Client Materials.

3.4. 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 Cloud Order Summary a nonexclusive, nontransferable, limited right and license

The State may request the provision of a CSM at the price set forth in Schedule L at any time after the Effective Date of this OASIS Cloud Terms and Conditions, by providing not less than ninety (90) calendar days' written notice to CGI. The State will have the right to review the resume and qualifications of the proposed CSM. CGI and the State will mutually agree on the end date for the CSM, and the price for the CSM will be pro-rated based on the number of months of services performed by the CSM.

2.4. Fees

Schedule L (Pricing and Payment Schedule) attached hereto, a Cloud Order Summary, or each Change Order shall specify the amount and schedule of fees that Client will pay to CGI, or CGI will refund to the Client, under the OASIS Cloud Terms and Conditions broken out as follows:

2.4.1. **License Fees.** The amount of software license fees.

2.4.2. **Maintenance Fees.** The amount of software maintenance fees.

2.4.3. **Cloud Upgrade Fees.** The amount of Cloud Upgrade Fees as further described in Section 2 of Schedule L.

2.4.4. **Cloud Services Fees.** The amount of Cloud Transition Fees and Cloud Subscription Fees as further described in Section 3 of Schedule L (Pricing and Payment Schedule).

2.4.5. **Project Services Fees.** The amount of Project Services Fees.

2.5. Invoices

CGI will submit invoices to Client for fees and applicable Reimbursable Expenses (provided that CGI's travel expense must comply with the applicable travel policies defined for State employees) in accordance with the invoicing schedule specified in Schedule L (Pricing and Payment Schedule), the applicable Cloud Order Summary, or Change 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 Cloud Order Summary. Each invoice will identify the Cloud Order Summary and, if applicable, Statement of Work to which it relates. For Project Services performed on a time and materials basis, including discretionary hours, the invoice will also state the total number of hours worked during the billing period, broken down by billable labor category, and include the applicable signed timesheets and supporting detail for any Reimbursable Expenses.

2.6. Taxes

Client affirms that it is a tax exempt entity and will provide CGI with a valid tax exemption certificate or other required documentation to evidence such status.

2.7. Disputed Charges

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

3.8.1.3. Perform the planning, configuration, and Pre-Go-Live activities required to establish a production Disaster Recovery environment at the Disaster Recovery Hosting Facility. Disaster Recovery services pertain only to the Client's production Cloud Application(s) (i.e., no non-production environments and not related to Client facilities). This Disaster Recovery environment does not become an active failover solution until the Go-Live Date.

3.8.2. Client Responsibilities during Pre-Go-Live Phase

No additional responsibilities.

3.8.3. CGI Responsibilities during Ongoing Phase

3.8.3.1. In the event of a Disaster, restore the production Cloud Application environments, databases, and network connectivity in accordance with targets in subsection 3.8.1.2 above to the Disaster Recovery Hosting Facility.

3.8.3.2. As part of the CGI Disaster Recovery program, perform one (1) scheduled Disaster Recovery test per year with a Client Disaster Recovery testing window of four (4) hours. CGI leads this test with some specific activities assigned to the Client in the Disaster Recovery guide. The test simulates the recovery of the production Cloud Application environments and databases , and requires a failover of the network for Client's production environment(s) via CGI's site recovery management tools. Disaster Recovery test responsibilities include:

3.8.3.2.1. Coordinate Client user access to the Disaster Recovery test environment;

3.8.3.2.2. Identify, document, and address incidents discovered during a Disaster Recovery test; and

3.8.3.2.3. Provide a Disaster Recovery test results report to the Client.

3.8.4. Client Responsibilities during Ongoing Phase

3.8.4.1. Review and adhere to the information provided in the CGI provided Disaster Recovery guide, including limitations around test opportunities.

3.8.4.2. Create and maintain a Disaster Recovery test plan, specifically to document elements that Client will test.

3.8.4.3. Participate in the Disaster Recovery test and execute activities assigned to the Client.

3.8.4.4. Plan for any loss of the Client's facilities and/or connectivity required for end-user locations across the Client's WAN

3.9. Production Cutover

3.9.1. CGI Responsibilities during Pre-Go-Live Phase

3.9.1.1. Provide Written Deliverable No. 3 –Technical Readiness Checklist – and Written Deliverable No. 4 –Technical Cutover Plan.

3.9.1.2. With input from the Client, identify mutually agreed transmission methodology and format for each cutover data source and create checklists, unload steps, and verification procedures as part of the Technical Cutover Plan.

3.9.1.3. Provide input into go/no-go decision and jointly perform production cutover with Client according to the Technical Cutover Plan.

3.9.1.4. Populate non-production environment(s) with production data after Go-Live Date.

3.9.2. Client Responsibilities during Pre-Go-Live Phase

3.9.2.1. Deliver end user training, including but not limited to, training new or existing users, training about additional functionality from CGI Advantage® Updates, maintaining and updating training materials and training environment data as needed.

3.9.2.2. Coordinate with CGI to provide the requested information to define the Technical Cutover Plan and Technical Readiness Checklist Deliverables.

3.9.2.3. Participate in the execution of the Technical Cutover Plan and Technical Readiness Checklist.

3.10. Update Services – Feature Set Updates

Unless otherwise specified in the Cloud Order Summary, this Cloud Support Service will commence at Go-Live. The specific Feature Set to be used for each Update will be dependent on the available Feature Sets in effect when the applicable Update commences. Certain CGI and Client responsibilities from sections 3.1 through 3.9 above will apply to the Update Services in addition to those specified in this section.

3.10.1. CGI Responsibilities during Updates

3.10.1.1. Perform the update to the Patch Cadence Environment.

3.10.1.2. Update Written Deliverables, including the Operational Framework with any updated Processing Schedule elements, as necessary during, or at the conclusion of, the Update.

3.10.1.3. Update the existing Disaster Recovery guide, if needed. During Updates, the existing Disaster Recovery environment remains viable for the existing

production environment until the Update Go-Live Date at which point it becomes viable for the newly updated production environment.

3.10.1.4. Update the remaining non-production and production environments per the Production Cutover Plan.

3.10.2. Client Responsibilities during Updates

3.10.2.1. Coordinate with third parties, such as financial institutions, and CGI to prevent comingling of existing production and non-production data, integrations or interface files with the Update environment(s).

3.10.2.2. Within sixty (60) calendar days of Update deployment to Update Cadence Environment, perform testing, validation and training as needed. If the Update Cadence environment is unavailable to the State for four (4) or more hours during a Business Day within the 60 calendar day period, then the State will have additional time to complete its testing. The additional testing time will be calculated as one (1) additional calendar day for each partial Business Day that the Update Cadence environment was unavailable. For example, if the Update Cadence environment is unavailable for 4 hours on Business Day 1, 10 hours on Business Day 2, and 3 hours on Business Day 3, the State will receive two (2) additional days for its testing for the confirmed outages on Business Day 1 and Business Day 2.

3.10.2.3. Provide updates to the Processing Schedule, if needed.

Schedule I – CGI Advantage® Cloud Warranty Program

This Schedule I describes the CGI Advantage® Cloud Warranty Program and specifies the warranty obligations of the parties.

1. General Warranties

1.1. Authority Warranty

Each party warrants that it has the authority to enter into a Cloud Order Summary and associated Statement(s) of Work authorized under the Contract.

1.2. Compliance with Laws

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

2. CGI Warranties

2.1. CGI Advantage® Cloud Application Warranty

CGI warrants that during the term of each Cloud Order Summary for Cloud Services the Cloud Applications will perform substantially in accordance with applicable Documentation and that Cloud Application functionality will not materially decrease. All existing functionality in wvOASIS 3.11.1D currently used by the State in production will be available to the State in CGI Advantage 4. State acknowledges and understands CGI Advantage 4 will have available the same functionality that is in wvOASIS 3.11.1D but the User Experience ("UX") will be different such that steps to process a certain function may change but the business outcome will remain the same. In the event that CGI breaches the foregoing warranty, CGI will correct the non-conforming Cloud Application at no additional charge to the Client, provided that Client provides written notice to CGI of the breach with supporting information to allow CGI to replicate the underlying incident no later than forty-five (45) calendar days after the breach is first discovered by Client.

2.2. CGI Project Services Warranty

CGI warrants, for a warranty period of forty-five (45) days after performance of Project Services, that such Project Services will be performed in a workmanlike manner consistent with industry standards reasonably applicable to the performance of such Project 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's obligation will be for CGI to correct or re-perform, at no additional charge, any affected Project Services to cause them to comply with this warranty.

2.3. CGI Warranty Exclusions

CGI is not responsible for any claimed breaches of the warranties specified in subsections 2.1 and 2.2 above caused by:

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

2.3.2. Combination, operation or use of the Solution or Cloud Applications with other items or services CGI did not supply;

2.3.3. Client failure to use any new or corrected versions of the Solution or Cloud Applications made available by CGI, provided such new or corrected version of the Solution resolves the issue and does not cause additional harm;

2.3.4. Client's misuse of the Solution or Cloud Applications (see Schedule A, Section 4.4 – Use of the CGI System);

2.3.5. CGI's adherence to Client specifications or instructions;

2.3.6. Delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities outside the Point of Demarcation, including the Internet;

2.3.7. Any failure caused by a Force Majeure Event that is excused under the Contract; or

2.3.8. Any Bundled Applications (see warranties provided by third party vendors in their respective End User License Agreements attached to the Cloud Order Summary).

CGI is not responsible for the accuracy of any report, data, or other item that CGI provides to Client that is produced with or from data or software provided by Client.

2.4. Third Party Warranty

To the extent CGI has the legal right to do so, CGI agrees to assign or pass through to Client or otherwise make available for the benefit of Client, any manufacturer's or supplier's warranty applicable to any third-party software, hardware or equipment, or third party Solution Hosting Supplier, provided by CGI under the Contract. CGI does not itself give or make any warranty of any kind with respect to third-party software, hardware or equipment, or third party Solution Hosting Supplier.

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 comply with applicable federal, state and local laws and regulations.

3.2. Client Materials Warranty

Client warrants that during the term of any Cloud Order Summary and associated Statement of Work, it will have and maintain the legal right, authority, and licenses and consents from third parties necessary for CGI to use Client Materials needed to perform Services 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 A, Section 4.4 (Use of the CGI System), and Schedule G (CGI Advantage® Cloud Solution Access Terms).

4. Warranty Disclaimer

CGI DOES NOT GUARANTEE THE ACCURACY OF ANY ADVICE, REPORT, DATA OR OTHER ITEM DELIVERED TO CLIENT THAT IS PRODUCED WITH OR FROM DATA OR SOFTWARE PROVIDED BY CLIENT. WITHOUT LIMITING CGI'S LIABILITY TO CLIENT FOR NON-PERFORMANCE UNDER THE AGREEMENT, EACH OF THE PARTIES ACKNOWLEDGES AND AGREES THAT BY ENTERING INTO AND PERFORMING ITS OBLIGATIONS UNDER THE AGREEMENT, CGI WILL NOT ASSUME AND SHOULD NOT BE EXPOSED TO THE BUSINESS AND OPERATIONAL RISKS ASSOCIATED WITH CLIENT'S BUSINESS.

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.

Schedule J – CGI Advantage® Cloud Security Program

This Schedule J and Exhibits 1 and 2 to Schedule J specify the terms and conditions applicable to the handling of Client Data associated with the CGI System, the security services and features used to maintain the CGI System security and Client Data privacy, and the division of responsibilities between the Parties for security services.

1. Client Data

1.1. Commitment to Client Data Security

CGI and Client will take appropriate measures to protect Client Data against unauthorized access, use, or disclosure.

1.2. Accessing/Processing Client Data

Personnel, Affiliates, subcontractors, and suppliers of CGI will not access or process Client Data:

1.2.1. Except as authorized by the Contract 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 Contract 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 directed by West Virginia OASIS Project Director or appointee;

1.3.2. As expressly permitted in the Contract 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 this 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 comply with its obligations as set forth in Section 4 (Security Incident or Data Breach Notification) of Exhibit 1 (SaaS Addendum) to this Schedule J.

CGI's fulfillment of its obligation to report or respond to a Security Incident is not an acknowledgement by CGI of any fault or liability with respect to the Security Incident. Client must notify CGI promptly about suspected or known Security Incidents, such as misuse of its accounts or authentication credentials or any security threats related to the Services or CGI System.

1.6. CGI-Prescribed Client Data Security Measures

As part of CGI's security measures, CGI may assign to Client one or more user or identification codes (e.g., user names) and associated passwords that will enable Client and its Authorized Users to access the Cloud Application(s). Client agrees to maintain the security of said codes and passwords and agrees to be responsible for their proper use by its Authorized Users. Client will ensure that each Authorized User will define and maintain a secure password for use of the Cloud Application(s), which will be kept strictly confidential by the applicable Authorized User. Client agrees to comply, and to ensure that its Authorized Users comply, with CGI rules of operation and security procedures for access to and use of the CGI System, including all applicable terms of use of any Solution Hosting Facility supplier, if any. Client agrees that neither it nor its Authorized Users or other employees or agents will attempt to gain or allow unauthorized access to the CGI System and that, if such access is obtained, Client will immediately notify the appropriate CGI point of contact identified in Schedule H via secure means, cease all unauthorized access, return all CGI, third party, or CGI customer information obtained as a result of such unauthorized access, and safeguard any CGI, third party, or CGI customer information obtained as a result of unauthorized access to CGI Confidential Information. Client will be responsible for the actions of its Authorized Users and other employees and agents in connection with their access to and use or misuse of the CGI System.

1.7. Security Access

1.7.1. Cloud Application(s) Authorized User access will be managed by Client. CGI System user access will be managed by, and for the exclusive use of, CGI. Neither will be integrated into any Client Active Directory mechanism (e.g., LDAP, SAML).

1.7.2. In case of any Security Incident or hazard, CGI will have the right in its sole discretion to suspend any Cloud Services it deems necessary to prevent any harm to Client, CGI, or CGI customers and their respective businesses, in accordance with the requirements set forth in Schedule A, Section 4.4 (Use of the CGI System).

2. Security Services and the Parties' Associated Responsibilities

This section specifies the security services required to support the Cloud Services and the party responsible for those Services.

2.1. CGI Responsibilities for Security Services

2.1.1. Provide a secure Solution Hosting Facility and Disaster Recovery Hosting Facility for the CGI System. The Solution Hosting Facility will maintain compliance or certification with several federal and business standards, including ISO9001, ISO27001, ISO22301, and SSAE No. 18 SOC 1 Type II or their equivalent successors.

2.1.2. Design, procure, provide, and/or build the applicable security controls and services required by the NIST 800-53 Moderate baseline prior to commencing operations. These security services such as vulnerability management, identity and access management, malware protection, encryption of sensitive information, continuous security monitoring, and user access necessary for CGI to manage, and maintain the CGI System.

2.1.3. As part of each Cloud Application(s) environment's readiness availability per the Project Schedule, implement security services specified in Subparagraph 2.1.2.

2.1.4. Identify and define required unique technical environment user groupings and their included user list as well as their relationship to each environment and servers therein. This includes all types of technical environment access (i.e., integrated system access). Perform validation of access as appropriate.

2.2. Client Responsibilities for Security Services

2.2.1. Define, perform and manage Cloud Application(s) security configuration including, but not limited to, updating new and revised user security data and resource groups, assisting users with user id and password resets, locking or removing users that no longer need access, testing user access as needed, and auditing user access.

Exhibit 1 to Schedule J – Software as a Service Addendum ("SaaS Addendum")

1. Definitions

1.1. Authorized Persons – means CGI's employees, contractors, subcontractors or other agents who have responsibility in protecting or have access to the public jurisdiction's Personal Data and Non-Public Data to enable CGI to perform the Services described in this Contract.

1.2. CGI Materials – see definition in Schedule F – OASIS Cloud Glossary.

1.3. Data Breach – means the unauthorized access and acquisition of unencrypted and unredacted Personal Data that compromises the security or confidentiality of such data and that causes CGI or Public Jurisdiction to reasonably believe that the data breach has caused or will cause identity theft or other fraud.

1.4. Exfiltration – see definition in Schedule F – OASIS Cloud Glossary.

1.5. Exposure – see definition in Schedule F – OASIS Cloud Glossary.

1.6. Individually Identifiable Health Information – means information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

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

1.8. Personal Data – means data that includes information relating to a person that identifies the person by first name or first initial, and last name, and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, state identification card); financial account information, including account number, credit or debit card numbers; or Protected Health Information (PHI).

1.9. Protected Health Information (PHI) – means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.

1.10. Public Jurisdiction – means any government or government agency that uses the Cloud Solution. The term is a placeholder for the government or government agency.

1.11. Public Jurisdiction Data – means all data created or in any way originating with the public jurisdiction, and all data that is the output of computer processing or other electronic manipulation of any data that was created by or in any way originated with the public jurisdiction, whether such data or output is stored on the public jurisdiction's hardware, CGI's hardware or exists in any system owned, maintained or otherwise controlled by the public jurisdiction or by CGI.

1.12. Public Jurisdiction Identified Contact – means the person or persons designated in writing by the public jurisdiction to receive Security Incident or Data Breach notification.

1.13. Restricted Data – means Personal Data and Non-Public Data.

1.14. Security Incident – means the actual unauthorized access to Personal Data or Non-Public Data that CGI believes could reasonably result in the Exfiltration or Exposure of Public Jurisdiction's unencrypted Personal Data or Non-Public Data within the possession or control of CGI. A Security Incident may or may not result in a Data Breach.

1.15. Service Provider – means CGI and its employees, subcontractors, agents and affiliates who are providing the Services agreed to under this Contract.

1.16. Software-as-a-Service (SaaS) – means the capability provided to the consumer to use CGI's Solution running on a cloud infrastructure. The Cloud Applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The consumer does not manage or control the underlying Cloud Solution infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

1.17. State Data – includes all Public Jurisdiction Data and Restricted Data that is created, controlled, maintained, owned, or in any way originating with the State of West Virginia regardless of where such data or output is stored or maintained.

2. Data Ownership

2.1. Content Ownership.

The Public Jurisdiction will own all right, title and interest in State Data that is related to the Services provided by this Contract ("**Content**"). CGI shall not access, nor shall the Public Jurisdiction provide CGI with access to, Public Jurisdiction user accounts or Public Jurisdiction Data, except as required to perform its Services under the Contract (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of the Contract or (4) at the Public Jurisdiction's written request.

2.2. State Warranty.

Each State agency utilizing the Cloud Solution warrants that (i) the Content it inputs into the Cloud Solution does not and will not contain unlawful, discriminatory, libelous, harmful, obscene or otherwise objectionable material of any kind and does not and will not violate any right of privacy or publicity, and (ii) the Content transmitted during the term of this Contract 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.

2.3. CGI Ownership.

See Schedule A (OASIS Cloud Legal Terms and Conditions), Section 3 (Proprietary Rights).

3. Data Protection and Privacy

Protection of personal privacy and State Data shall be an integral part of the business activities of CGI to ensure there is no inappropriate or unauthorized use of Public Jurisdiction Data at any time. To this end, CGI shall safeguard the confidentiality, integrity and availability of Public Jurisdiction Data and comply with the following conditions:

3.1. CGI Responsibilities.

CGI shall implement and maintain appropriate administrative, technical and physical security measures to safeguard against unauthorized access, disclosure or theft of Restricted Data. In Section 4.3 (Sensitive Data Included in System) of the Cloud Order Summary, the Public Jurisdiction shall indicate whether Restricted Data will be processed by CGI under the Contract. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures CGI applies to its own data of similar kind. CGI shall ensure that all such measures, including the manner in which Restricted Data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this SaaS Addendum and shall survive termination of the Contract.

3.2. CGI Representations and Warranties.

CGI represents and warrants that its collection, access, use, storage, disposal and disclosure of Restricted Data in connection with the performance its Services under the Contract do and will comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations, policies and directives.

3.3. Multi-Factor Authentication.

CGI shall support third-party multi-factor authentication integration with the Public Jurisdiction third-party identity provider to safeguard Restricted Data that CGI is required to access, process, maintain, or open a point of access to as part of the Services it provides under this Contract.

3.4. RESERVED.

3.5. Data Encryption.

3.5.1. Personal Data – All Personal Data that is required to be accessed, processed, or maintained by CGI under this Contract shall be encrypted at rest, and in transit between the Point of Demarcation and the Solution Hosting Facility firewall endpoint.

3.5.2. Non-Public Data – Unless otherwise stipulated, each party shall encrypt all Non-Public Data that it is required to be accessed, processed, or maintained under the Contract at rest and in transit between the Point of Demarcation and the Solution Hosting Facility firewall endpoint, in accordance with recognized industry practice. The Public Jurisdiction shall identify State Data it deems as Non-Public Data to CGI.

3.6. Data Use, Copying, Disclosure.

3.6.1. At no time shall any State Data or process under the Contract – that either belong to or are intended for the use of a Public Jurisdiction or its officers, agents or employees — be copied, disclosed or retained by CGI or any party related to CGI for subsequent use in any transaction that does not include the Public Jurisdiction.

3.6.2. CGI shall not use or disclose any State Data collected in connection with the Cloud Solution provided under this Contract for any purpose other than fulfilling the Services hereunder.

3.7. Data Location.

For State Data, CGI shall provide its data center Services under the Contract to the Public Jurisdiction and its end users solely from data centers in the Continental U.S. Storage of Public Jurisdiction Data at rest shall be located solely in data centers in the Continental U.S. CGI shall not allow its personnel or contractors to *store* Public Jurisdiction Data on portable devices, including personal computers, except for devices that are used and kept only at its Continental U.S. data centers.

4. Security Incident or Data Breach Notification

CGI shall inform the Public Jurisdiction of any confirmed Security Incident or Data Breach of which it becomes aware in the course of the performance of its Services under the Contract and for as long thereafter as CGI maintains Public Jurisdiction Data.

4.1. Security Incident Response:

CGI may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as defined by law or contained in this Contract. Discussing Security Incidents with the Public Jurisdiction shall be handled on an urgent as-needed basis, as part of CGI communication and mitigation processes defined by law or contained in this Contract.

4.2. Security Incident Reporting Requirements:

CGI shall report a confirmed Security Incident as soon as practicable, but no later than twenty-four (24) hours after CGI confirms such Security Incident, to: (1) the department privacy officer, by email, with a read receipt, identified in Section 2 (Contact Information of the Parties) in the Cloud Order Summary; and, (2) unless otherwise directed by the Public Jurisdiction, the WVOT Online Computer Security and Privacy Incident Reporting System at https://apps.wv.gov/ot/ir/Default.aspx, and (3) the OASIS Executive Director. The following information shall be shared with the Public Jurisdiction: (1) Security Incident phase (detection and analysis; containment, eradication and recovery; or post-Security Incident activity), (2) projected business impact, and (3) attack source information.

4.3. Data Breach Reporting Requirements:

CGI shall report a confirmed Data Breach or unauthorized access to Non-Public Data as soon as practicable, but in any case within 24 hours after CGI confirms such Data Breach or unauthorized access to Non-Public Data, to: (1) the department privacy officer, by email, with a read receipt, identified in Section 2 (Contact Information of the Parties) in the Cloud Order Summary; and, (2) unless otherwise directed by the Public Jurisdiction, the WVOT Online Computer Security and Privacy Incident Reporting System at https://apps.wv.gov/ot/ir/Default.aspx, and (3) the OASIS Executive Director.

5. Data Breach Responsibilities

This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of CGI under this Contract.

5.1. Primary Security Contact.

Promptly, but in any case within 24 hours after the execution of the Contract, CGI shall provide the Public Jurisdiction with the name and contact information for an employee of CGI who shall serve as the

Public Jurisdiction's primary security contact and shall be available to assist the Public Jurisdiction twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Data Breach. This information is included in Section 2 (Contact Information of the Parties) in the Cloud Order Summary.

5.2. Response Coordination.

Promptly, but in any case within 24 hours following CGI's notification to the Public Jurisdiction of a Data Breach, the parties shall coordinate and cooperate with each other to investigate the Data Breach. CGI agrees to cooperate with the Public Jurisdiction in the Public Jurisdiction's handling of the matter, including, without limitation, at the Public Jurisdiction's request, making available relevant records, logs, files, data reporting and other materials required to comply with applicable law and regulation as further described in Section 10 (Access to Security Logs and Reports) below.

5.3. Notification Details.

Within 24 hours of a confirmed Data Breach, CGI shall notify (1) the department privacy officer (identified in Section 2 (Contact Information of the Parties) of the Cloud Order Summary) via phone call and subsequent email with a read receipt; and, (2) the OASIS Executive Director, to the extent known: (1) date of discovery; (2) list of data elements and the number of individual records; (3) description of the unauthorized persons known or reasonably believed to have improperly used or disclosed the Personal Data; (4) description of where the Personal Data is believed to have been improperly transmitted, sent, or utilized; and, (5) description of the probable causes of the improper use or disclosure.

5.4. Public Jurisdiction Cooperation.

CGI shall (1) cooperate with the Public Jurisdiction as reasonably requested by the Public Jurisdiction to investigate and resolve such Data Breach, (2) promptly implement necessary remedial measures, if necessary, and prevent any further Data Breach at CGI's expense in accordance with applicable privacy rights, laws and regulations and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the Cloud Solution or Services, if necessary.

5.5. If Data Breach Caused by CGI.

If a Data Breach is a direct result of CGI's breach of its obligations in this Contract, CGI shall bear the costs associated with:

5.5.1. the investigation and resolution of the Data Breach;

5.5.2. notifications to individuals, regulators or others as required by state or federal law;

5.5.3. a credit monitoring service;

5.5.4. a website or a toll-free number and call center for affected individuals as required by state law; and

5.5.5. all corrective actions as reasonably determined by CGI based on root cause.

All costs borne by CGI are:

5.5.6. not to exceed the average per record per person cost calculated for data breaches in the United States in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach (or other similar publication if the named publication has not issued an updated average per record per cost in the last 5 years at the time of the data breach); and

5.5.7. subject to Schedule A, Section 8 (Limitation of Liability) in the Contract.

Unless otherwise required by applicable law or regulation, CGI agrees that it shall not inform any third party of any Data Breach without first obtaining the Public Jurisdiction's prior written consent, other than to inform such third party that the matter has been forwarded to the Public Jurisdiction's legal counsel and/or engage a third party with appropriate expertise and confidentiality protections for any reason connected to the Data Breach. Except with respect to where CGI has an independent legal obligation to report a Data Breach, CGI agrees to consult with the Public Jurisdiction regarding:

5.5.8. whether notice of the Data Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others, as required by law or regulation, or otherwise in the Public Jurisdiction's discretion; and

5.5.9. the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation. CGI will comply with all applicable laws and regulations regarding reporting, including without limitation, reporting activity to law enforcement.

Nothing in this section 5 shall limit or impair the State's obligations to notify individuals, regulators, law enforcement agencies, consumer reporting agencies or others, as required by law or regulation in the event of a Data Breach.

6. Notification of Legal Requests

CGI shall contact the Public Jurisdiction upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the Public Jurisdiction Data under this Contract, or which in any way might reasonably require access to Public Jurisdiction Data. CGI shall not respond to subpoenas, service of process and other legal requests related to the Public Jurisdiction without first notifying the Public Jurisdiction, unless prohibited by law from providing such notice.

7. Termination and Suspension of Service

7.1. Return and Destruction of Public Jurisdiction Data.

See Schedule A (OASIS Cloud Legal Terms and Conditions), Section 7.4 (Effects of Termination or Expiration).

7.2. Post-Termination Assistance

See Schedule A (OASIS Cloud Legal Terms and Conditions), Section 7.6 (Transition Services on Termination or Expiration).

7.3. Breach by Public Jurisdiction (Suspension).

See Schedule A (OASIS Cloud Legal Terms and Conditions), Section 4.4 (Use of the CGI System).

8. Background Checks

CGI shall conduct criminal background checks and not utilize any staff to fulfill the obligations of the Contract, including subcontractors (but excluding any Third Party Hosting Suppliers), who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. CGI shall promote and maintain an awareness of the importance of securing the Public Jurisdiction Data in accordance with this Contract among CGI's employees and agents.

9. Oversight of Authorized Persons

During the term of each Authorized Person's employment or engagement by CGI, CGI shall at all times cause such Authorized Persons (but excluding any Third Party Hosting Supplies) to abide by CGI's obligations under the Contract and CGI's standard policies and procedures. CGI further agrees that it shall maintain a disciplinary process to address any unauthorized access, use or disclosure of Personal Data under this Contract by any of CGI's officers, partners, principals, employees, agents or contractors.

10. Access to Security Logs and Reports

CGI shall provide the applicable Reports to the Public Jurisdiction when requested by an authorized individual in CSV format agreed to by both CGI and the Public Jurisdiction. Such Reports will be limited to the CGI-hosted Cloud Application(s) applicable to the Public Jurisdiction that hold or process Public Jurisdiction Data. Public Jurisdiction acknowledges and understands that no Report(s) provided by CGI will contain information deemed proprietary or confidential by CGI. **"Reports"** means Cloud Application(s) user access (successful and failed attempts), user access IP address, and other information related to one or more specifically named users derived from existing Cloud Application(s) logs.

11. Data Protection Self-Assessment:

CGI shall perform a Cloud Security Alliance STAR Self-Assessment by completing and submitting the **"Consensus Assessments Initiative Questionnaire" (CAIQ)** to the Public Jurisdiction identified Contact. CGI shall submit its self-assessment to the Public Jurisdiction within sixty (60) calendar days of Contract signature (including subsequent approvals of the Contract), and annually thereafter, on the anniversary of the Effective Date of the Contract. In the event that, subsequent to the execution of the Contract, CGI is required to make any State-mandated changes due to the Cloud Security Alliance STAR Self-Assessment or any future version thereof, beyond CGI's other obligations in the Contract, the Parties will mutually agree on compensation to CGI for such changes via the Change Order process.

12. Data Center Audit

CGI shall perform an audit of its Solution Hosting Facility used in the performance of its Services under the Contract at least annually at its expense and provide a redacted version of the audit report upon request. CGI may remove its proprietary information from the redacted version. A SSAE No. 18 SOC 1 Type 2 audit report or approved equivalent sets the minimum level of a third-party audit. Material deficiencies identified in the report (or approved equivalent) related to the Solution will constitute a Breach under the Contract and follow the process described in Schedule A, Section 7.3 (Termination for Cause).

13. Change Control and Advance Notice

Where practicable, CGI shall give thirty (30) days, advance notice (to the Public Jurisdiction of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance, except in the event of an emergency, in which case CGI will provide prompt notice after the occurrence of such emergency. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics.

14. Security

14.1. Minimum Security Requirements.

At a minimum, CGI's safeguards for the protection of State Data that CGI is required to access, process, maintain, or open a point of access to in order to perform its Services under this Contract shall include:

14.1.1. securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability;

14.1.2. implementing network, device application, database and platform security;

14.1.3. securing information transmission, storage and disposal;

14.1.4. Implementing authentication and access controls within media, applications, operating systems and equipment;

14.1.5. Implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and

14.1.6. providing appropriate privacy and information security training to CGI's employees.

14.2. Vulnerability Monitoring.

Pursuant to the terms of the Contract, CGI shall execute well-defined recurring action steps that identify and monitor vulnerabilities and provide remediation or corrective measures. Where CGI's technology, including third party components, creates a critical or high risk vulnerability, CGI shall remediate such vulnerability as soon as practicable, to the extent such vulnerability is within CGI's control. CGI will notify Client if CGI confirms a critical or high risk vulnerability in the CGI System promptly within twenty-four (24) hours from confirmation, unless such notification is not legally permissible.

Upon request, once Client becomes aware of the vulnerability that CGI was prohibited to communicate, CGI will provide Client a notarized statement providing all relevant information (to the extent legally permissible) concerning the vulnerability that is applicable to Client and why it was not communicated.

14.3. Network Diagram.

Upon the Public Jurisdiction's written request and subject to the confidentiality obligations of the parties, CGI shall provide a high-level network diagram with respect to connectivity to the Public Jurisdiction's network that illustrates CGI's information technology network infrastructure.

15. Non-disclosure and Separation of Duties

CGI shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Public Jurisdiction Data to that which is absolutely necessary to perform job duties under this Contract.

16. Import and Export of Data

16.1. To/From Cloud Applications.

The Public Jurisdiction shall have the ability to securely import, export or dispose of Public Jurisdiction Data in standard format in piecemeal or in entirety at its discretion without interference from CGI, in accordance with the options currently supported within the Cloud Applications, including at the time of termination or expiration of the Contract as set forth in Section 7.4 (Effects of Termination or Expiration), subsection 7.4.4 of Schedule A of the Contract. This includes the ability for the Public

Jurisdiction to import or export data to/from other service providers identified in the Contract (or in the absence of an identified format, a mutually agreeable format).

16.2. Reviewing Accuracy of Processing Output.

The Public Jurisdiction shall be solely responsible for reviewing the accuracy of any processing output provided by CGI prior to making use of such output, including responsibility for output reports. If any such results are inaccurate due to the fault of CGI, CGI's sole obligation shall be to reprocess the affected data at no additional charge to the Public Jurisdiction. If any such results are inaccurate due to the fault of the Public Jurisdiction, the Public Jurisdiction shall provide corrected Public Jurisdiction Data and CGI shall be compensated by the Public Jurisdiction on a time and materials basis to reprocess the corrected Public Jurisdiction Data. CGI shall not be responsible or liable in any other manner for any such results (whether foreseen or unforeseen). If the Public Jurisdiction has not notified CGI in writing of any errors in such results within ten (10) days after receiving them, such results shall be deemed to have been accepted by the Public Jurisdiction.

16.3. Lost or Corrupted Data.

See Schedule A (OASIS Cloud Legal Terms and Conditions), Section 8.1 (Loss of Client Data).

17. CGI System Responsibilities

17.1. CGI Responsibilities.

CGI shall be responsible for the acquisition and operation of all hardware, software and network support related to the Cloud Solution and Services being provided under this Contract. The technical and professional activities required for establishing, managing and maintaining the environments required of CGI under this Contract are the responsibilities of CGI.

17.2. Public Jurisdiction Responsibilities.

See Schedule A (OASIS Cloud Legal Terms and Conditions), Section 4.4 (Use of the CGI System).

18. Subcontractor Compliance

CGI shall ensure that any of its subcontractors (other than Third Party Hosting Suppliers) to whom it provides any of the Restricted Data it receives hereunder, or to whom it provides any Restricted Data which CGI receives on behalf of the Public Jurisdiction under the Contract, agree to the restrictions, terms and conditions which apply to CGI hereunder. For clarity, CGI shall be liable for the Third Party Hosting Supplier's compliance with the applicable terms and conditions as set forth in this Contract.

19. Right to Remove Individuals

The Public Jurisdiction shall have the right at any time to require that CGI remove from interaction with Public Jurisdiction any CGI Key Staff representative who the Public Jurisdiction believes is detrimental to its working relationship with CGI under the Contract. The Public Jurisdiction shall provide CGI with written notice of its determination, and the lawful reasons it requests the removal. If the Public Jurisdiction signifies that a potential security violation exists with respect to the request, CGI shall immediately remove such individual. CGI shall not assign the person to any aspect of the Contract without the Public Jurisdiction's consent.

20. Business Continuity and Disaster Recovery

CGI shall provide a business continuity and disaster recovery plan executive summary as required by the Contract upon request. The lack of a business continuity or disaster recovery plan required of service provider under the Contract will entitle the public jurisdiction to terminate this contract for cause in accordance with the terms of the Contract.

21. Compliance with Accessibility Standards

Except with respect to CGI OnCue 360 and CGI Case Management, CGI shall adhere to the applicable portions of the Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973 as set forth and detailed in CGI's Voluntary Product Accessibility Template (VPAT). Any issues reported by the Public Jurisdiction related to the accessibility standards shall follow the issue resolution process in the Contract.

22. Web Services

CGI shall use web services under the Contract to interface with Public Jurisdiction Data in near real time when possible.

23. Encryption of Data at Rest

CGI shall ensure data at rest is encrypted at a minimum standard using AES-256 for all Personal Data stored within the Solution and Cloud Application(s) provided by CGI under the Contract.

24. Subscription Terms

As further detailed in the Contract, subject to payment of the associated Fees, CGI grants to the Public Jurisdiction a limited, non-exclusive, non-transferable, non-sublicensable license, solely during the term of the Contract, to:

24.1. Access and use the Cloud Solution and Cloud Application(s) for its business purposes;

24.2. For SaaS, use underlying software as embodied or used in the Service; and

24.3. View, copy, upload, download (where applicable), and use CGI's Documentation

25. Equitable Relief

See Schedule A (OASIS Cloud Legal Terms and Conditions), Section 5 (Confidential Information).

AGREED:

State of West Virginia by Enterprise Resource Planning Board	CGI Technologies and Solutions Inc.
By: Kent Hartsog	**By:**
Printed Name: Kent Hartsog	**Printed Name:** Surabhi Subramanyam
Title: OASIS Executive Director	**Title:** Senior Vice President, Government Solutions
Date: 5.16.2024	**Date:** May 15, 2024

Exhibit 2 to Schedule J – HIPAA Business Associate Addendum ("BAA")

This Health Insurance Portability and Accountability Act of 1996 (hereafter, HIPAA) Business Associate Addendum ("**Addendum**") is made a part of the Contract by and between the State of West Virginia (referred to in this Exhibit 2 to Schedule J as "**Agency**"), and CGI (referred to in this Exhibit 2 to Schedule J as "**Associate**"), and is effective as of the date of execution of the Contract.

The Associate shall perform certain services on behalf of or for the Agency pursuant to the underlying Contract that requires the exchange of information including protected health information protected by the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "**HI TECH Act**"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (collectively referred to as "**HIPAA**"). The Agency is a "**Covered Entity**" as that term is defined in HIPAA, and the parties to the Contract are entering into this Addendum to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the Contract into compliance with HIPAA.

Whereas , in order for Associate to perform under the Contract, the Agency must disclose to its Associate certain information which may contain confidential individually identifiable health information (hereafter, "**Protected Health Information**" or "**PHI**"); and

Whereas, it is the desire of both parties that the confidentiality of the PHI disclosed hereunder be maintained and treated in accordance with all applicable laws relating to confidentiality, including the Privacy and Security Rules, the HI TECH Act and its associated regulations, and the parties do agree to at all times treat the PHI and interpret this Addendum consistent with that desire.

NOW THEREFORE: the parties agree that in consideration of the mutual promises herein, in the Contract, and of the exchange of PHI hereunder that:

1. Definitions

Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

1.1. "**Agency Procurement Officer**" shall mean the appropriate Agency individual listed at: http://www.state.wv.us/admin/purchase/vrc/agencyli.html

1.2. "**Agent**" shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR S 160.402(c).

1.3. "**Breach**" as used in this Exhibit 2 to Exhibit J, shall having the meaning given to such term in 45 CFR S 164.402.

1.4. **"Business Associate"** shall have the meaning given to such term in 45 CFR S 160.103.

1.5. **"HITECH Act"** shall mean the Health Information Technology for Economic and Clinical Health Act. Public Law No. 111-05. 111TH Congress (2009)

1.6. **"Privacy Rule"** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164.

1.7. **"Protected Health Information"** or **"PHI"** shall have the meaning given to such term in 45 CFR S 160.103, limited to the information created or received by Associate from or on behalf of Agency.

1.8. **"Security Incident"** shall have the meaning given to such term in 45 CFR § 164.304.

1.9. **"Security Rule"** means the Security Standards for the Protection of Electronic Protected Health Information found at 45 CFR Parts 160 and 164.

1.10. **"Subcontractor"** shall have the meaning given to such term in 45 CFR S 160.103.

2. Permitted Use and Disclosures

2.1. PHI Described. This means PHI created, received, maintained or transmitted on behalf of the Agency by the Associate. This PHI is governed by this Addendum and is limited to the minimum necessary to complete the tasks or to provide the services associated with the terms of the Contract, and is described in Appendix A attached hereto.

2.2. Purposes. Except as otherwise limited in this Addendum, Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the Contract , or as required by law, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or Associate, or violate the minimum necessary and related Privacy and Security policies and procedures of the Agency. The Associate is directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Agency.

2.3. Further Uses and Disclosures. Except as otherwise limited in this Addendum, the Associate may disclose PHI to third parties for the purpose of its own proper management and administration, or as required by law, provided that (i) the disclosure is required by law, or (ii) the Associate has obtained from the third party reasonable assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party by the Associate; and, (iii) an

agreement to notify the Associate and Agency of any instances of which it (the third party) is aware in which the confidentiality of the information has been breached. To the extent practical, the information should be in a limited data set or the minimum necessary information pursuant to 45 CFR S 164.502, or the third party shall take other measures as necessary to satisfy the Agency's obligations under 45 CFR S 164.502.

3. Obligations of Associate and Agency

3.1. Stated Purposes Only. The PHI may not be used by the Associate for any purpose other than as stated in this Addendum or as required or permitted by law.

3.2. Limited Disclosure. The Agency will disclose PHI to the Associate only to the extent that disclosure is required for the Associate to perform Services pursuant to the Contract. The PHI is confidential and will not be disclosed by the Associate other than as stated in this Addendum or as required or permitted by law. Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless Agency gives written approval and the individual provides a valid authorization. Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HI TECH Act. Associate will report to Agency any use or disclosure of the PHI, including any Security Incident not provided for by this Addendum of which it becomes aware.

3.3. Safeguards. The Associate will use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI, except as provided for in this Addendum. This shall include, but not be limited to:

3.3.1. Limitation of the groups of its workforce and agents, to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Addendum, and the use and disclosure of the minimum PHI necessary or a Limited Data Set;

3.3.2. Appropriate notification and training of its workforce and agents in order to protect the PHI from unauthorized use and disclosure;

3.3.3. Maintenance of a comprehensive, reasonable and appropriate written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Associate's operations, in compliance with the Security Rule;

3.3.4. In accordance with 45 CFR SS 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions,

conditions, and requirements that apply to the business associate with respect to such information.

3.4. Compliance With Law. The Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to, the Privacy and Security Rules.

3.5. Mitigation. Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the PHI by Associate in violation of the requirements of this Addendum, and report its mitigation activity back to the Agency.

3.6. Support of Individual Rights.

3.6.1. **Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within fifteen (15) Business Days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR S 164.524 and consistent with Section 13405 of the HITECH Act.

3.6.2. **Amendment of PHI.** Within thirty (30) Business Days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR S 164.526.

3.6.3. **Accounting Rights.** Within thirty (30) Business Days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR 164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR S 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:

3.6.3.1. the date of disclosure;

3.6.3.2. the name of the entity or person who received the PHI, and if known, the address of the entity or person;

3.6.3.3. a brief description of the PHI disclosed; and

3.6.3.4. a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.

3.6.4. **Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR S 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."

3.6.5. **Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI. Associate shall not be in Breach of this Addendum nor of the Contract for complying with the Agency's request.

3.7. Retention of PHI. Notwithstanding Section 4.1 (Term) of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.6 (Support of Individual Rights) of this Addendum for a period of six (6) years after termination of the Contract, or longer if required under state law.

3.8. Agent's, Subcontractor's Compliance. The Associate shall notify the Agency of all subcontracts and agreements relating to the Contract, where the subcontractor or agent receives PHI as described in Section 2.1 (PHI Described) of this Addendum. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Agency Procurement Officer. The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the same restrictions and conditions which apply to the Associate hereunder. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Contract.

3.9. Federal and Agency Access. The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR S 164.504.

3.10. Security. The Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII is required, to the extent practicable. If Associate chooses not to adopt such methodologies as defined in 74 FR 19006 to secure the PHI governed by this Addendum, it must submit such written rationale, including its Security Risk Analysis, to the Agency Procurement Officer for review prior to the execution of the Addendum. This review may take up to ten (10) days.

3.11. Notification of Breach. During the term of this Addendum, the Associate shall notify the Agency and, unless otherwise directed by the Agency in writing, the WV Office of Technology with twenty-four (24) hours by phone and subsequent e-mail or web form upon the discovery of any confirmed Breach of unsecured PHI; or within 24 hours by phone and subsequent e-mail or web form of any confirmed Security Incident. Notification shall be provided to the Agency Procurement Officer at www.state.wv.us/admin/purchase/vrc/agencyll.htm and, unless otherwise directed by the Agency in writing, the Office of Technology at incident@wv.gov or https://apps.wv.gov/ot/ir/Default.aspx.

The Associate shall investigate such confirmed Security Incident or confirmed Breach. Within 24 hours of confirmation by the Associate, the Associate shall notify the Agency Procurement Officer, and, unless otherwise directed by the Agency in writing, the Office of Technology of: (a) Date of discovery; (b) What data elements were involved and the extent of the data involved in the Breach; (c) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data; (d) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized; (e) A description of the probable causes of the improper use or disclosure; and (f) Whether any federal or state laws requiring individual notifications of Breaches are triggered.

Agency will coordinate with Associate to determine additional specific actions that will be required of the Associate for mitigation of the Breach, which may include notification to the individual or other authorities.

All associated costs shall be borne by the Associate. This may include, but not be limited to costs associated with notifying affected individuals.

3.12. Assistance in Litigation or Administrative Proceedings.

Upon written request, Associate agrees to provide good-faith assistance, such as records, witness testimony and other evidence, as Agency may reasonably deem necessary in order to defend against a third party judicial or administrative action being commenced against the Agency, its officers or employees, based upon claimed violations of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inaction or actions by the Associate, except where Associate or its subcontractor, workforce or agent is a named as an adverse party, provided that such assistance would not unfairly prejudice the ability of Associate to defend itself in any pending or expected legal or administrative proceeding. This clause shall not have effect in cases of adversarial proceedings between the Parties, and under such circumstances the normal rules of discovery shall instead apply.

4. Permitted Use and Disclosures

4.1. Term. This Addendum shall terminate on termination of the underlying Contractor on the date the Agency terminates for cause as authorized in paragraph (c) of this section, or once Associate no longer requires access to PHI, whichever is sooner.

4.2. Duties at Termination. Upon any termination of the Contract, the Associate shall return or destroy, at the Agency's option, all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents and subcontractors to assist the Agency with any HIPAA required accounting of disclosures survives the termination of the Contract.

4.3. Termination for Cause. Associate authorizes termination of this Addendum by Agency, if Agency determines Associate has violated a material term of this Addendum. Any termination pursuant to this Section 4.3 is subject to a cure period and process further described in Schedule A (Cloud Legal Terms and Conditions), Section 7.3 (Termination for Cause).

4.4. Judicial or Administrative Proceedings. The Agency may terminate this Addendum if the Associate is found guilty of a criminal violation of HIPAA. The Agency may terminate this Addendum if a finding or stipulation that the Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Associate is a party or has been joined.

4.5. Survival. The respective rights and obligations of Associate under this Addendum shall survive the termination of the Contract.

5. General Provisions / Ownership of PHI

5.1. Retention of Ownership. Ownership of the PHI resides with the Agency and is to be returned on demand or destroyed at the Agency's option, at any time, and subject to the restrictions found within Section 4.2 (Duties at Termination) above.

5.2. Secondary PHI. Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of Agency.

5.3. Electronic Transmission. Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an individual must not be transmitted to another party by electronic or other means for additional uses or disclosures not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency.

5.4. No Sales. Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.

5.5. No Third-Party Beneficiaries. Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Agency, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

5.6. Interpretation. The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Addendum. The interpretation of this Addendum shall be made under the laws of the state of West Virginia.

5.7. Amendment. Agency shall provide written notice to Associate to the extent that any final regulation or amendment to final regulations promulgated by the Secretary under HITECH requires an amendment to this Addendum to comply with HIPAA. The Parties agree to negotiate an amendment to the Addendum in good faith.

5.8. Additional Terms and Conditions. Additional discretionary terms will be subject to the Change Order Process.

AGREED:

State of West Virginia by Enterprise Resource Planning Board	CGI Technologies and Solutions Inc.
By:	By:
Printed Name: Kent Hartsog	Printed Name: Surabhi Subramanyam
Title: OASIS Executive Director	Title: Senior Vice President, Government Solutions
Date: 5.16.2024	Date: May 15, 2024

Appendix A to the HIPAA Business Associate Addendum

Name of Associate: WEST VIRGINIA OASIS AND CGI TECHNOLOGIES AND SOLUTIONS INC.

Name of Agency(ies) (the Covered Entity): The West Virginia Public Employees Insurance Agency

Describe the PHI. If not applicable please indicate the same.

1. Per 45 CFR, Part 160.103

1.1. Health information means any information, whether oral or recorded in any form or medium, that:

1.1.1. Is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse; and

1.1.2. Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual.

1.2. Individually identifiable health information is information that is a subset of health information, including demographic information collected from an individual, and:

1.2.1. Is created or received by a health care provider, health plan, employer, or health care clearinghouse; and

1.2.2. Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and

1.2.2.1. That identifies the individual; or

1.2.2.2. With respect to which there is a reasonable basis to believe the information can be used to identify the individual

1.3. Protected health information means individually identifiable health information:

1.3.1. Except as provided in paragraph (2) of the definition for *Protected health information* in *§160.103 (Definitions)* of the *HIPAA Administrative Simplification Regulation Text (March 2013)*, that is:

1.3.1.1. Transmitted by electronic media;

1.3.1.2. Maintained in electronic media; or

1.3.1.3. Transmitted or maintained in any other form or medium

1.3.2. The data and/or information provided to and/or to be accessed by the Associate pursuant to the Contract may include multiple elements of protected health information (PHI); and multiple elements of electronic protected health information (ePHI), including "sensitive PHI/ePHI, used by the Agency and its other Business Associates, to perform the duties, functions, and/or services set for in the Agency's responsibilities for collection of premium(s), federal reporting (ACA), and other administrative financial functions as outlined by applicable Executive branch policies, West Virginia State Code and the Affordable Care Act.

Such elements of PII, PHI, and/or ePHI as defined by 45 CFR Part 160.103 may include, but not necessarily be limited to the following information on policy holders, dependents, and/or beneficiaries:

1.3.2.1. Names

1.3.2.2. Postal address information (other than town or city, state, and zip code)

1.3.2.3. Social security numbers

1.3.2.4. Medical record numbers

1.3.2.5. Health plan beneficiary numbers

1.3.2.6. Account numbers

1.3.2.7. Income tax information

The Associate may also have access to the Covered Entity's member/dependent PHI/ePHI via access to information used, stored, and/or maintained by other Business Associates of the Covered Entity, including but not limited to: the Third Party Claims Administrator(s), the Pharmacy Benefits Manager(s), Specialty Pharmacy Benefit(s) Administrator(s), the Data "Warehouse" or repository, the Covered Entity's Subrogation services provider, etc.

Schedule K – OASIS Cloud Service Level Agreement

This Schedule K sets forth the Service Level Agreement of the parties with respect to the Cloud Services.

1. Service Level Management

1.1. Measurement and Calculation of Service

CGI will measure and report Service Levels to the State, and calculate Service Credits, in accordance with this Schedule K. CGI will utilize industry standard measurement and monitoring tools, and will follow the procedures set forth in this Schedule K, to track and report CGI performance in delivering the CGI Advantage® Cloud Solution relative to the applicable Service Levels, and CGI will produce a monthly report for submission to the State as set forth in this Schedule K or as otherwise mutually agreed to by the Parties. CGI will notify the State of any change to its measurement and monitoring tools.

1.2. Monthly Service Level Reports

CGI will provide monthly Service Level reports setting forth, for each item subject to Service Levels, the actual measured level of performance relative to the applicable Service Level and resulting monthly Service Credits, if any. Delivery of the report will be no later than the fifteenth (15th) calendar day of the month following the reporting period unless otherwise mutually agreed to by the Parties.

2. Service Level Determinations

2.1. Calculation of Service Credits

Client will be entitled to the applicable Service Credit(s) if CGI performance falls below applicable Service Level(s). CGI calculates the applicable Service Credit as specified in this section, and the Service Credit is subject to the terms and conditions of this Schedule K and the applicable provisions of the Contract. CGI accrues and applies Service Credits to the next issued Cloud Services invoice.

2.2. Cloud Application Availability Percentage

2.2.1. Cloud Application Availability Calculation

2.2.1.1. Calculation Formula

CGI calculates the Availability Percentage for each applicable Cloud Application for each month according to the following formula:

[(X – Y) / X] x 100 = Cloud Application Availability Percentage

Where –

X = planned minutes within the Hours of Availability for the applicable Cloud Application in the month

Y = minutes that the applicable Cloud Application was not available

For purposes of the calculation of Cloud Application Availability Percentage, the variable Y excludes Issues and Incidents not attributable to CGI or its Subcontractors, Scheduled Maintenance and/or causes beyond CGI's reasonable control.

2.2.1.2. Example Calculation

As an example, CGI calculates the Cloud Application availability for CGI Advantage® Financial Management in a month with thirty (30) days with Hours of Availability during which CGI Advantage® Financial Management was unavailable for three (3) hours as follows. This example assumes that the Hours of Availability for CGI Advantage® Financial Management are Monday – Sunday 6:00 a.m. – 9:00 p.m. in a month with 30 calendar days.

[(X – Y) / X] x 100

[(27,000 minutes/month – 180 minutes/month) / 27,000] x 100 = 99.33%

Where –

X = 30 days x 15 hours/day x 60 minutes/hour = 27,000 minutes/month

Y = 3 hours/months x 60 minutes/hour = 180 minutes/month

2.2.2. Issue Severity Designations and Applicability

2.2.2.1. With initial input from Client regarding business impact, CGI designates Issue Severity. In making Issue Severity designations, CGI considers the definitions of the Issue Severity, possible workarounds, and the impact of the applicable Issue on Solution functionality.

2.2.2.2. Where Client disagrees with CGI designation of Issue Severity for an Issue, Client will provide further written business justification to CGI to allow CGI to re-evaluate the Issue Severity designation. In the event the parties cannot agree on an Issue Severity designation, Client may formally escalate the disagreement through the communication protocols documented in the Operational Framework.

2.2.2.3. For Critical Issue(s), CGI will escalate the Issue if not resolved within one (1) hour, and such Critical Issue(s) is worked until resolved by CGI. For Serious Issue(s), Client may request escalation if not resolved within four (4) hours, and such Serious Issue(s) is worked until resolved by CGI.

2.2.3. Issue Severity Response/Resolution Time Calculation

Measurement of Issue Severity Response/Resolution times starts when the issue is reported to the CGI Support Center or via the CGI Support Center portal and the information included in the ticket meets the standards that are in place, including:

2.2.3.1. Description of the applicable issue, including the issue observed by the user and the user's expectation.

2.2.3.2. Steps to recreate the issue – detailed steps that outline how the issue was found (within any environment including non-production or production). Due to data and environmental setup some issues can only be recreated in such environment. If the issue can only be created in one environment this will be sufficient for documentation purposes.

2.2.3.3. Identification of a workaround if one has been determined within the issue response time defined in the table in Section 3 (Service Levels) below, and provided that the proposed workaround does not cause additional harm and is acceptable to the State. If no workaround has been identified at the time the issue is logged but is discovered after the issue is accepted during root cause analysis, CGI will identify the workaround for the State and the Issue Severity will be updated according to the Issue Severity definitions. This will be communicated with the State before any updates take place.

2.2.3.4. Attachments – screenshots. Client is responsible for removing all Sensitive Data from attachments that show issue and steps leading to the reporting the issue.

3. Service Levels

This section specifies the Solution items that are subject to the Service Level Agreement and the applicable Service Levels. In addition, this section addresses the Service Credits that apply to missed Service Levels. The monthly Service Credit specified below for each Service Item will be escalated as follows:

The Issue Response and Resolution Service Level are applicable exclusively to CGI Advantage® Applications. If an Issue with a CGI Advantage Application is determined by CGI to have been caused by a failure with a third party component not under CGI's control (e.g., Oracle, SAP, Microsoft, etc.) CGI agrees to provide the State with applicable information regarding CGI's Root Cause Analysis (RCA) research in making such determination. Where Client disagrees with CGI's Root Cause Analysis, Client may formally escalate the disagreement through the communication protocols documented in the Operational Framework.

Where a single Issue or Incident triggers more than one Service Level, only the Service Item with the highest Service Credit will apply and result in the assessment of a Service Credit.

In no event will Client be entitled to assess Service Credits in any given month in the aggregate for all Service Credits totaling more than fifteen percent (15%) of one-twelfth (1/12) of annual Cloud Subscription Fees specified in Table 5 of Schedule L.

Table 1 – Service Levels

Service Item	Service Level	Service Credit (% of Monthly Fee)
Cloud Application Availability	99.5%	<99.5% but >= 99%: 5% of Monthly Fee <99% but >= 95%: 10% of Monthly Fee <=95%: 15% of Monthly Fee
Issue Response and Resolution Critical Severity*	**Acknowledgement** < 30 minutes and **Resolution or workaround** provided within 24 hours	5% of Monthly Fee per Incident
Issue Response and Resolution Serious Severity*	**Acknowledgement** < 60 minutes and **Resolution or workaround** provided within 96 hours	2% of Monthly Fee per Incident
Issue Response and Resolution Moderate Severity and Minor Severity	**Acknowledgement < 24 hours** **Resolution - The issue will be added for inclusion in a future Feature Set based upon mutually agreed priority, and subject to standard severity escalation process**	No Penalty
Transaction Response Times**	Monthly average percent of applicable system transactions processed in: <2 sec: 90% <3 sec: 95% <4 sec: 98% <5 sec: 99%	3% of Monthly Fee
Disaster Recovery	**Recovery Point Objective (RPO)** - 1 hour **Recovery Time Objective (RTO)** - 12 hours	RPO - 5% of Monthly Fee RTO - 5% of Monthly Fee

*Note: The following additional terms apply to all Issues of Critical and Serious Severity.

1) A Service Credit will only apply when the root cause is a confirmed software defect and will not apply for other root causes, including without limitation a data issue or an application configuration issue.

2) In the event an Issue is of Critical or Serious Severity and CGI proposes a workaround within the required timeframes set forth above that is accepted by the State, no Service Credit will apply. CGI will then provide the State with a timeline for resolution of the Issue (the "Resolution Period") after acceptance of the workaround. The Resolution Period for each Issue will be mutually agreed to by CGI and the State in writing, and will not exceed 6 months unless otherwise mutually agreed to. In the event that CGI is not able to resolve the Issue by the end of a Resolution Period, the applicable Service Credit will apply, and will be assessed in the month in which the Resolution Period ends.

**Note (Transaction Response Times): Due to the potential variability in report complexity, the proposed Transaction Response Processing Times excludes ad-hoc queries and Client specific report response times.

4. Service Level Agreement Applicability

The parties will apply Service Levels in accordance with Section 2.2.2 (Issue Severity Designations and Applicability) and this section 4.

4.1. Commencement of Service Level Measurement and Reporting

Measurement and reporting of Service Levels without assessment of Service Level Credits begins on the Go-Live Date. Assessment of Service Level Credits takes effect beginning on the second calendar month after the Go-Live Date. For example, if the Go Live is October 5th then the assessment of Service Level Credits will be effective as of December 1st

4.2. Application of Service Levels to Production Environments and Use

The Service Levels apply only to the production environment and production use of the applicable Solution items for which CGI, including its subcontractors and other third parties under CGI's control, is solely responsible.

4.3. Inapplicability of Service Levels and Service Credits

Service Levels and Service Credits do not apply:

4.3.1. In any case when they have been suspended pursuant to subsection 4.4 below;

4.3.2. To Disaster Recovery testing activities; or

4.3.3. In any case where CGI's failure to meet a Service Level results from:

4.3.3.1. User behavior in the use of these Cloud Applications exceeding the practical limits of the Cloud Application or CGI System, as documented in Section 4 of

the applicable Cloud Order Summary (e.g., storage limits, ad-hoc queries, Peak Paychecks Issued per Pay Cycle, and Maximum Peak Concurrent User counts); or

4.3.3.1.1. With respect to Peak Paychecks Issued per Pay Cycle (see Cloud Order Summary), increases to such counts that varies by **10%** (or more) for the CGI Advantage Human Resources Management Cloud Application, which increases will be subject to the Change Order Process and during such Change Order Process the Service Levels and Service Level Credits for Cloud Application Availability will not apply.

4.3.3.1.2. With respect to Maximum Peak Concurrent User counts, increases to such counts where the average (measured each calendar month) varies by **10%** (or more) for any Cloud Application, which increases will be subject to the Change Order Process and during such Change Order Process the Service Levels and Service Level Credits for Transaction Response Time will not apply.

4.3.3.2. Client or Client's other contractors failing to perform Client's responsibilities under the Contract.

4.4. Suspension of Service Levels and Service Credits

Service Levels and Service Credits will be suspended:

4.4.1. If CGI is delayed in addressing an incident because CGI is waiting for Client to provide relevant additional information, measurement of CGI's non-conformance with the applicable Service Level(s) until Client provides the required information, except that CGI will make commercially reasonable efforts to notify Client promptly in the event CGI is waiting for additional information.

4.4.2. If there is an unplanned batch cycle schedule increase of more than 15% based on the defined Processing Schedule and any mutually agreed to changes as outlined in Section 3.7 (Operations Management) within Schedule H – CGI Advantage Cloud Support Program.

4.4.3. If a State defined report or analytic causes one or more components of the Cloud Solution to become unavailable, thus rendering that solution component(s) inaccessible or causes an unplanned delay in the batch processing cycle which results in the Cloud Solution coming up later than the mutually agreed to Hours of Availability.

4.4.4. If a Force Majeure Event causes a Service Item to be impacted; and

4.4.5. During any period in which the Solution is operating in Disaster Recovery.

Notwithstanding the foregoing, in the event of a Disaster, once migration of the Solution from the Solution Hosting Facility to the Disaster Recovery Hosting Facility is complete, all Service Levels except for the "Disaster Recovery" will return to effect.

4.5. Measurement of CGI Nonconformance with Service Levels

Once CGI makes a correction available to resolve an Issue or Incident impacting one or more Service Levels, measurement of CGI's non-conformance with the applicable Service Level(s) will end, regardless of when Client approves and proceeds to apply the correction. If, upon application of the correction, the Issue or Incident is not resolved, measurement of CGI non-conformance with the applicable Service Level(s) will resume upon CGI's receipt of written notification from Client and CGI confirmation of the failed resolution.

4.6. Establishment and Applicability of Processing Schedules

Prior to the commencement of each Cloud Services Period during the term of the Contract, Client and CGI will mutually agree in writing upon a Processing Schedule, for the upcoming Cloud Services Period, that supports Client's business needs and identifies any times/days where the Cloud Services defined herein apply and do not apply, including Client's special processing periods. Any material adjustment or impact [for example, increasing the number of batch jobs by more than 15% per cycle for more than a few days within the annual period] that changes the Processing Schedule will be handled as mutually agreed.

4.7. Suspension of Service Level for Client Failure to Perform Its Responsibilities

Client will suspend any specific Service Metric and associated Service Level/Service Credit that will subsequently not be met due to Client failing to perform its responsibilities under this Contract; provided CGI has provided Client with prompt written notification of such failure by Client and Client agrees, with Client agreement not to be unreasonably withheld. Client's related responsibilities in non-technical use and administration of the CGI System after the Go-Live Date include functional configuration and functional management.

CGI performance against any suspended Service Metric and associated Service Level will be reinstated once the corresponding activity has been performed by Client. Client agrees that where CGI performance against a Service Metric is dependent upon support from Client staff outside normal Client business hours, Client will make the necessary staff available to provide the required support to enable resolution of Incidents/Issues affecting Service Metrics and associated Service Levels.

4.8. Third Party Events and Situations

Any events or situations affecting the CGI System that are the sole responsibility of the State, including its Authorized State-hired contractors over which CGI has no control (but excluding subcontractors of CGI and other third parties under CGI's control) will not be counted toward CGI's ability to achieve the

Service Level(s) associated with the respective Service Metric(s). To the extent that CGI, including CGI's subcontractors and suppliers, has shared responsibility, Client and CGI will mutually agree concerning the impact of achievement of applicable Service Level(s).

4.9. Dependency on Client Information

If CGI is waiting on Client for additional information that is necessary in order to complete a resolution during the resolution of an Incident/Issue, CGI will promptly provide the State with a description of the information that CGI requires, and measurement of CGI's non-conformance with the respective Service Metric and associated Service Levels being impacted is suspended until Client's response with the requisite information is received. Once CGI makes available a fix or correction that is ready for deployment to remediate an Incident/Issue impacting one or more Service Metrics, measurement of CGI's non-conformance with the respective Service Metric and associated Service Levels being impacted ends (if the available fix or correction remediates the Incident/Issue) or is suspended as further described below.

As an example, CGI is not responsible for additional time associated with subsequent Client-required approvals or procedures related to the application of the fix or correction. If, upon application of the fix or correction, the Incident/Issue is not remediated, measurement of CGI non-conformance against the Service Metric will resume where it left off prior to application of the fix or correction, upon notification by Client to CGI and acknowledgement by CGI to Client of the new or continued situation.

Client will promptly proceed to test each fix or correction and notify CGI of any failure of the fix or correction to resolve the applicable Incident/Issue. If Client unduly delays in testing or notification, the Incident/Issue will be logged as a new Incident/Issue for which a new resolution time measurement will be initiated.

Schedule L – Pricing and Payment Schedule

The Cloud Upgrade Fees and Cloud Transition Fees defined in this Schedule L are based on a total duration of twenty-one (21) months for the project, including the customization work prior to the upgrade, and two (2) months of post implementation support as outlined in Statement of Work No. 1 attached hereto.

CGI and the State will mutually agree to the project start date immediately after Contract signature and subsequent required approvals. The project start date will not exceed 60 calendar days from the date of Contract signature and subsequent required approvals.

The parties acknowledge that the Go Live date is not known at this time. Given this, the Annual Cloud Subscription Fee for the year of Go Live will be prorated to account for the actual Go Live date as described in Section 3.2 (Cloud Subscription Fees) below. The related invoice will include credits for the remaining term, if any, for: (i) the then-current Cloud Services Period for the Travel and Expense Contract referenced in Section 1.2 (Travel and Expense Management System) of the OASIS Cloud Upgrade Terms and Cloud Order Summary, and (ii) the then-current Maintenance Period outlined in Section 1 (Maintenance Fee for the Period 2024 through 2026) below.

The Maintenance Fees, Cloud Upgrade Fees, Cloud Transition Fees, and Annual Cloud Subscription Fees are valid for six (6) months from the later of: (i) the date of the State of West Virginia Enterprise Resource Planning Board approval, or (ii) CGI's signature on all applicable pages of the Contract.

1. Maintenance Fee for the Period 2024 through 2026

This section provides pricing for Annual Maintenance Fees starting upon execution of this Contract. Annual Maintenance Fees are as follows in Table 1.

If the Go Live is in the middle of a Maintenance Period, CGI will issue a Maintenance Fee credit for the remaining number of calendar days in the then-current Maintenance Period beyond Go Live. The credit will be applied to the first Annual Cloud Subscription Fee invoice described in Section 3.2 (Cloud Subscription Fees) below. For example, if the Go Live Date is October 5, 2025, a credit will be applied for the period of October 5, 2025 through December 31, 2025.

Item	Maintenance Period	Maintenance Fee
CGI Advantage Annual Maintenance 2024	January 1, 2024 to December 31, 2024	$2,526,564.00
CGI Advantage Annual Maintenance 2025	January 1, 2025 to December 31, 2025	$1,914,856.00*
CGI Advantage Annual Maintenance 2026	January 1, 2026 to December 31, 2026	$2,440,083.00

***Note:** This amount includes a one-time credit of $477,382.00 for Maintenance Fees previously paid for the following Maintenance Periods:*

- *CGI Advantage Annual Maintenance Year 1 (12/12/2021 – 12/31/2022)*
- *CGI Advantage Annual Maintenance Year 2 (1/01/2023 – 12/31/2023)*
- *CGI Advantage Annual Maintenance Year 3 (1/01/2024 – 12/31/2024)*

Table 1 – Annual Maintenance Fees

2. Cloud Upgrade

This section provides the payment milestones for the Cloud Upgrade and are associated with the Statement of Work No. 1 attached hereto.

2.1 Cloud Upgrade – Payment Milestones

Fixed Price Payment Milestones	Payment (USD)	Total
Project Management and Advantage 4 Support – deliverable monthly project status report	$125,000.00 (per month)	$2,250,000.00
Advantage 4 Design Complete	$500,000.00	$500,000.00
UAT Start	$750,000.00	$750,000.00
60 Days after Go Live and no outstanding Critical or Serious Issues (or by mutual agreement at 60 days depending on the outstanding Issues at the time)	$1,500,000.00	$1,500,000.00
Total Firm Fixed Price		**$5,000,000.00**

Table 2 – Cloud Upgrade Milestone Payments

3. Cloud Services Fees

This section provides pricing for the Cloud Services Fees including Cloud Transition Fees during the Cloud Upgrade and the ongoing Cloud Subscription Fees.

3.1. Cloud Transition Fees

The table below lists the payment milestone(s) that will be applicable to the Cloud Transition activities during the upgrade.

Fixed Price Payment Milestone(s)*	Fee (USD)
Standup of all Cloud Application environments	$2,750,000.00
Total Fee	**$2,750,000.00**

Note: The payment milestone(s) listed above is not a formal Written Deliverable(s) but a Deliverable Expectation Document (DED) that will be created to document the completion of the activity for invoicing / payment purposes.
Table 3 – Cloud Transition Fees

3.2. Cloud Subscription Fees

CGI will issue an invoice for the Annual Cloud Subscription Fees for the first Cloud Services Period as outlined below. The Annual Cloud Subscription Fees for all remaining Cloud Services Periods are due and payable on the first day of each Cloud Services Period. The parties acknowledge that there will not be any Annual Cloud Subscription Fees due for any Cloud Services Period prior to Go Live.

Cloud Services Period	Annual Cloud Subscription Fee
January 1, 2025 – December 31, 2025	$4,750,000.00
January 1, 2026 – December 31, 2026	$4,845,000.00
January 1, 2027 – December 31, 2027	$4,941,900.00
January 1, 2028 – December 31, 2028	$5,040,738.00
January 1, 2029 – December 31, 2029	$5,141,553.00
January 1, 2030 – December 31, 2030	$5,244,384.00
January 1, 2031 – December 31, 2031	$5,349,271.00
January 1, 2032 – December 31, 2032	$5,456,247.00
January 1, 2033 – December 31, 2033	$5,565,382.00
January 1, 2034 – December 31, 2034	$5,676,690.00

Table 4 – Cloud Subscription Fees

3.2.1. Cloud Subscription Fee Invoicing. The invoice for the first Cloud Services Period will be calculated as follows:

3.2.1.1. Calculate the remaining days in the then-current Cloud Services Period in the table above beginning with Go Live. For example, if the Go Live is October 5, 2025 then the Annual Cloud Subscription Fee will be for the period of October 5, 2025 through December 31, 2025.

3.2.1.2. Add a separate credit line, if any, for the Travel and Expense Contract as outlined in in Section 1.2 (Travel and Expense Management System) of the OASIS Cloud Upgrade Terms and Cloud Order Summary.

3.2.1.3. Add a separate credit line, if any, for Maintenance Fees as outlined in Section 1 (Maintenance Fee for the Period 2024 through 2026) above.

3.2.2. Changes to the CGI Advantage Cloud Applications. Changes to the CGI Advantage Cloud Applications will be calculated as follows:

The Annual Cloud Subscription Fees listed in Table 4 above include a volume discount for the Client's current list of CGI Advantage Cloud Applications (see Section 4.1 of the Cloud Order Summary for list). If the State chooses to discontinue use of one (1) or more CGI Advantage Cloud Applications, Table 5 below lists the impact to such Annual Cloud Subscription Fee(s). Such changes may only be made at the beginning of a Cloud Services Period and there will be no proration of the Annual Cloud Subscription Fee. Any CGI Advantage Cloud Application combinations other than those listed below will require further discussion by the parties.

Example #1 – If the State discontinues its access to CGI Advantage® Financial Management System (with Travel and Expense Management), the CGI Advantage® Procurement System, the CGI Advantage® Case Management System, and CGI OnCue360® (Option #1 below), then the remaining Annual Cloud Subscription Fee paid by the State for CGI Advantage® Human Resources Management System and CGI Advantage® Performance Budgeting will be 75% of the then-current Annual Cloud Subscription Fee.

Example #2 – If the State discontinues its access to CGI Advantage® Human Resources Management System, then the remaining Annual Cloud Subscription Fee paid by the State for CGI Advantage® Financial Management System (with Travel and Expense Management), the CGI Advantage® Procurement System, the CGI Advantage® Case Management System, CGI OnCue360®, and CGI Advantage® Performance Budgeting will be 88% of the then-current Annual Cloud Subscription Fee.

Option	CGI Advantage Cloud Application(s)	Annual Cloud Subscription Fee Calculation
1	CGI Advantage® Financial Management System (with Travel and Expense Management) CGI Advantage® Procurement System CGI Advantage® Case Management System CGI OnCue360®	66% of the Annual Cloud Subscription Fee in Table 4 will remain for the then-current Cloud Services Period if the CGI Advantage Cloud Application(s) listed in the column immediately to the left retained by the State
2	CGI Advantage® Human Resources Management System	53% of the Annual Cloud Subscription Fee in Table 4 will remain for the then-current Cloud Services Period if the CGI Advantage Cloud Application(s) listed in the column immediately to the left retained by the State
3	CGI Advantage® Performance Budgeting	22% of the Annual Cloud Subscription Fee in Table 4 will remain for the then-current Cloud

		Services Period if the CGI Advantage Cloud Application(s) listed in the column immediately to the left retained by the State
4	Remove Travel and Expense Management All other CGI Advantage Cloud Applications remain unchanged	95% of the Annual Cloud Subscription Fee in Table 4 will remain for the then-current Cloud Services Period
** Note: All options include the business intelligence solution (i.e. CGI InfoAdvantage® or CGI Advantage Insight®) that is used in production for the then-current Cloud Services Period. The business intelligence solution is limited to one (1) production environment and one (1) non-production environment.*		

Table 5 – Changes to CGI Advantage Cloud Applications

4. Discretionary Hours Rates

This section provides pricing for discretionary hours pursuant to Section 2.1 (Discretionary Hours) of Schedule A.

Rate Description	Time Period	Rate*
CGI hourly rate for Services provided onsite **	Effective Date of the Contract through December 31, 2034	$230 per hour
CGI hourly rate for Services provided offsite	Effective Date of the Contract through December 31, 2034	$180 per hour

**Note: The rates shown will escalate $2 each calendar year January 1 (first escalation begins the year after Go-Live)*

*** Note: The onsite rates are inclusive of all travel expenses which, for clarity, are not separately reimbursable.*

Table 6 – Rates for Discretionary Hours

5. Optional Items

This section provides pricing for additional optional items that the State may elect to purchase, which are as individually described below. These items are not included in the prices listed in the preceding sections of this Schedule L, above, and represent incremental additions if purchased by the State. For any CGI implementation services, the State will either use discretionary hours pursuant to Section 2 (Discretionary Hours Budget and Payment) of Schedule A, or CGI and the State will enter into a Statement of Work for Project Services pursuant to Schedule E. When the State elects to purchase any optional items or Services, CGI and the State will negotiate a Change Order containing the associated

details for such items or Services. Upon execution of such Change Order, CGI will invoice for any additional Cloud Subscription Fees for the then-current Cloud Services Period.

5.1. Punch Out Catalogs

Upon Go-Live, the State will have the option to purchase Punch Out catalogs for the Solution. Pricing is based on an Annual Cloud Subscription Fee as follows. The subscription fee includes the basic technical support provided by OpenText, the Punch Out vendor, to enable a Punch Out connection between wvOASIS and each supplier Punch Out site and does not include any CGI services. CGI can provide additional support via discretionary hours or a Statement of Work. Pricing beyond 25 suppliers can be provided upon request and will be mutually agreed to by CGI and the State.

Number of Suppliers	Annual Cloud Subscription Fee*
Up to 5 suppliers	$20,876.92
Up to 10 suppliers	$35,805.38
Up to 25 suppliers	$85,535.06

**Note: The rates shown will escalate 3% each calendar year on January 1 (first escalation begins the year after the Effective Date of the Contract)*

Table 7 – Punch Out Catalogs

5.2. Additional CGI Advantage Non-Production Environments

5.2.1. Adding an Additional CGI Advantage Non-Production Environment. The State will have the option to purchase additional CGI Advantage non-production environments. The scope of any additional CGI Advantage non-production environment(s) is limited to the core business applications (e.g. CGI Advantage Financial, CGI Advantage HRM, etc.) and CGI Advantage Insight, but does not includeadditional licenses for CGI TestSavvy. For clarity, the State may use the existing CGI TestSavvy licenses with any non-production Cloud Application(s). The minimum duration for each additional environment is six (6) months, and the State will provide at least thirty (30) days prior notice to CGI request to set up a new non-production environment. The Annual Cloud Subscription Fee increase for each additional CGI Advantage non-production environment is listed in the table below. If the State requests a partial year, or the requested period for the new environment starts or ends within a Cloud Services Period, then the Annual Cloud Subscription Fee for the impacted Cloud Services Period(s) will be prorated based on the number of months that the additional Cloud non-production environment(s) is made available within such Cloud Services Period.

5.2.2. Adding Additional Capacity to Existing CGI Advantage Non-Production Environment. The State will have the option to request that an existing CGI Advantage non-

production environment's capacity be increased from 'Small' to either 'Medium' or 'Large' (see table below). The minimum duration for capacity increase(s) is 6 months and the State will provide at least one (1) month notice to CGI to request an increase to the capacity in the existing CGI Advantage non-production environment. The increase to Annual Cloud Subscription Fee for the increased capacity will be the difference between the Annual Cloud Subscription Fee for the 'Small' environment and the selected 'Medium' or 'Large' environment as listed in the table below. If the State requests a partial year, or the requested period for the increased capacity starts or ends within a Cloud Services Period, then the Annual Cloud Subscription Fee for the impacted Cloud Services Period(s) will be prorated based on the number of months that the additional increase capacity is made available within such Cloud Services Period.

Environment Size	Environment Sizing Parameters	Annual Cloud Subscription Fee*
Small	• Maximum **50 concurrent users** across all CGI Advantage applications (e.g., CGI Advantage Financial, CGI Advantage HRM, CGI Advantage Insight, etc.) within a single environment • Production size database	$270,000.00**
Medium	• Maximum **100 concurrent users** across all CGI Advantage applications (e.g., CGI Advantage Financial, CGI Advantage HRM, CGI Advantage Insight, etc.) within a single environment • Production size database	$320,000.00**
Large	• Maximum **200 concurrent users** across all CGI Advantage applications (e.g., CGI Advantage Financial, CGI Advantage HRM, CGI Advantage Insight, etc.) within a single environment • Production size database	$350,000.00**

***Note:** The rates shown will escalate 2% each calendar year on January 1 (first escalation begins the year after the Effective Date of Contract). Additionally, the rates include an additional CGI Advantage Insight non-production environment, however, such environment will only be available to stand-up on or after Go Live of the initial CGI Advantage Insight environment.*

***Note:** If the State exercises this option, but it does not include Advantage Insight, then the Annual Cloud Subscription Fee will be reduced by $100,000 (plus escalation).*

Table 9 – Additional Non-Production Environments / Capacity

5.3. Customer Success Manager

The State will have the option for a Customer Success Manager (CSM) pursuant to Section 2.3 (CGI Customer Success Manager) of Schedule A and will provide a minimum of 90 days notice to CGI to request a Customer Success Manager. The State will have the right to review and approve the CGI staff proposed to fill this role.

Pricing for the CSM is as follows and the minimum period is 6 consecutive months and the annual price will be prorated based on the requested number of months if less than a full year.

Service being provided	Annual Price*
Additional Customer Success Manager (0.5 FTE) – onsite, local	$188,334
Additional Customer Success Manager (1.0 FTE) – onsite, local	$342,425

**Note: The price shown will escalate 2% every two (2) calendar years on January 1 (first escalation begins the second year after the Effective Date of the Contract)*

Table 10 – Customer Success Manager

5.4. Additional CGI Advantage Modules

Upon Go-Live, the State will have the option to implement the CGI Advantage modules listed below. The effective start date for the Annual Cloud Subscription Fees below will be the start date of the implementation project and is in addition to the Annual Cloud Subscription Fees shown in Section 3.2 (Cloud Subscription Fees) above. In the event the effective start date of the implementation falls within a Cloud Services Period, the Annual Cloud Subscription Fee will be prorated based on the number of months of use in the current Cloud Services Period, including, in full, the month in which the effective start date of the implementation occurs. Implementation Services are not included in the Annual Cloud Subscription Fee noted below. These costs will be mutually agreed to by the State and CGI and may be addressed via discretionary hours or a Statement of Work if CGI provides such Services.

CGI Advantage Module	Annual Cloud Subscription Fee*
Debt Management	$41,000.00
Manager Self Service	$35,600.00

**Note: The price shown is the price for the first year. The rates shown will then escalate 2% each calendar year on January 1 (first escalation begins the year after the Effective Date of Contract)*

Table 11 – Additional CGI Advantage Modules

5.5. CGI Advantage Mobile App

The State will have the option to implement the optional CGI Advantage Mobile App which supports certain CGI Advantage functions. There is no license or maintenance fee for the mobile app. With the exception of the Travel and Expense Management System module, the implementation effort and the cost associated with configuring the CGI Advantage Mobile App is not included. These implementation costs will be mutually agreed to by the State and CGI and may be addressed via discretionary hours or a Statement of Work if CGI provides such services.

5.6. CGI TestSavvy

The State will have the option to implement CGI TestSavvy to support automated testing and the pricing for TestSavvy is outlined in the table below. The minimum duration for Client's access to TestSavvy is 12 months. The State agrees to provide thirty (30) days prior written notice to CGI to request the addition of TestSavvy. If the State requests TestSavvy in the middle of a Cloud Services Period, then the Annual Cloud Subscription Fee (for the then-current Cloud Services Period) will be prorated based on the number of months TestSavvy is made available within such Cloud Services Period.

Subject to the restrictions above, the Client may terminate its access to TestSavvy upon thirty (30) days written notice to CGI.

Fee Category	Fees*
CGI setup and configuration of 300 test cases	$190,000.00 (one-time Fee)
Annual hosting (5 TestSavvy licenses)	$90,000.00 (Annual Cloud Subscription Fee)
***Note:** The price shown is the price for the first year. The rates shown will then escalate 2% each calendar year on January 1 (first escalation begins the year after the Effective Date of Contract).*	

Table 12 – CGI TestSavvy

5.7. Annual SOC Report

The SOC Report listed in #1 below is CGI's standard SOC 1 Type 2 report that is made generally available to the State and the associated fee is included with the Annual Cloud Subscription Fees noted in Section 3.2 above of this Schedule L.

In addition to receiving CGI's standard SOC 1 Type 2 report, the State will have the option to request a "State-specific" SOC 1 Type 2 report (see #2 and #3 below). Such request must be received by CGI no later

than January 1st for the then-current Cloud Services Period. The associated fee is in addition to the Annual Cloud Subscription Fees noted in Section 3.2 above.

#	Measurement Period	SOC Report Delivery	Fee*
1	September 1st – August 31st	November 1st	$0.00
2	July 1st – June 30th	September 1st	$85,000
3	July 1st – March 31st [*Includes 'Gap Letter' for Period: April 1st – June 30th*]	June 1st	$70,000

***Note:** The price shown is the price for the first year. The rates shown will then escalate 3% each calendar year on January 1 (first escalation begins the year after the Effective Date of Contract). If the State chooses Option 2 or Option 3 above, the final report delivered to the State will not be shared with any other CGI client and the audit work will not be shared or re-used to create any other CGI SOC report.*

Table 13 – Annual SOC Report

5.8. Advantage Insight - Second Non-Production Environment

The State will have the option to implement CGI Advantage Insight in the second non-production environment for an Annual Cloud Subscription Fee increase of $80,000.00, which if the State requests a partial year, or the requested period for the second environment starts or ends within a Cloud Services period, will be prorated based on the number of months remaining in the Cloud Services Period when Advantage Insight becomes available in the second non-production environment. This rate will escalate 2% each calendar year on January 1 (first escalation begins the year after the Effective Date of Contract).

The State may discontinue CGI Advantage Insight in the second non-production environment at any time, and the Annual Cloud Subscription Fee increase will be prorated as set forth in the preceding paragraph; provided, however, that the State must implement CGI Advantage Insight in the second non-production environment for a minimum duration of six (6) months.

In order to exercise this option, the State must provide CGI thirty (30) days prior notice.

Statement of Work # 1

Between

CGI Technologies and Solutions Inc.

and

State of West Virginia

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C. Statement of Work #1

This Statement of Work #1 (**"Statement of Work"** or **"SOW"**) is between CGI Technologies and Solutions Inc. (**"CGI"**) and the State of West Virginia (**"State"** or **"Client"**) and is issued pursuant to the OASIS Cloud Contract No. CMA ERP2400000001 (the **"Cloud Contract"** or **"Contract"**). This Statement of Work incorporates the terms and conditions of the Contract as if the Contract were fully set forth in the text of this Statement of Work. This SOW clarifies the services, roles, responsibilities, implementation schedule, compensation and payment schedule, and project assumptions, as mutually agreed upon by CGI and the State to upgrade the current wvOASIS 3.11.1D solution to CGI Advantage 4.

C.1 Period of Performance

This Statement of Work is effective as of the Effective Date of the Contract through the end of the Post Implementation Support period as defined in the Project Schedule.

C.2 Project Managers

The Project Managers for the project will be as follows:

State Project Manager	CGI Project Manager
Matt Ellison	*[CGI to insert name and contact]*

C.3 Definitions

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

A. **"Assist"**, in reference to roles and responsibilities, means the assigned team will actively help the lead team complete the activity.
B. **"Change Order"** – see Schedule F (OASIS Cloud Glossary)
C. **"Design Specifications"** mean a mutually agreed upon document that describes with particularity the functions to be performed by a software Deliverable or the content of a written Deliverable.
D. **"Development Objects"** means components of the overall ERP solution that are not included with the licensed ERP Software. Creation of these components involves services from CGI such as planning, design, creation of program code, testing, and integration of specific objects into the comprehensive ERP Solution. Development Objects include Forms, Reports, Interfaces and Conversions (referred to collectively as FRIC).
E. **"ERP Software"** means the software modules listed in 'Exhibit A – Proprietary Software License Agreement' within the Contract between CGI and the State that includes, but is not limited to, CGI Advantage® version 4.
F. **"ERP Solution"** means the ERP Software.
G. **"Go-Live"** means the date on which one or more components of the ERP Solution are moved into production.
H. **"Lead"**, in reference to roles and responsibilities, means that the assigned team has primary responsibility for managing, guiding and performing the activity.
I. **"New Features"** means features or configuration options within the CGI Advantage Cloud Applications that are available but are not used in wvOASIS production as of the start of the 12-month

upgrade. For clarity, all current enhancements in wvOASIS 3.11.1D that will be carried forward to CGI Advantage 4 as outlined in Section C.15 (Enhancements) are not new features.

J. **"Participate"**, in reference to roles and responsibilities, means the assigned team will take part in the activity.

K. **"Review"**, in reference to roles and responsibilities, means the assigned team will examine the document or other artifact to validate conformance against the acceptance criteria, design expectations document or other controlling document.

L. **"wvOASIS Project"** is the official name for the WV ERP project. The official name for the resulting system is "wvOASIS".

C.4 Work Locations

The intent of the State is to provide CGI as much flexibility as possible in performing project activities in an efficient way to provide knowledge transfer to the State. CGI will perform all of its assigned work for the CGI Advantage 4 upgrade remotely. The CGI Engagement Manager will be available to travel onsite up to one (1) week per month, as needed, to support the project delivery. Any additional onsite CGI support requested by the State will be subject to a Change Request. Any such Change Request will define the purpose and expected scope for the onsite work including the expected duration and estimated travel costs, provided that CGI complies with the applicable travel policies defined for State employees.

C.5 Deliverable Review

Deliverable Expectation Document (DED)

As part of the Deliverable development process, CGI will create and submit to the State for approval a Deliverable Expectation Document (DED) for each written Deliverable type. The DED will identify the content (i.e. outline) for the Deliverable, the acceptance criteria for the Deliverable, the review complexity, and identify the State's approvers. The DED shall be agreed upon by the parties and approved by the State prior to the delivery by CGI of a Deliverable for review and acceptance by the State. The expected State review period for each DED is 5 Business Days.

Deliverable Creation and Review Process

CGI will subject each Deliverable to its internal quality control process prior to submitting the Deliverable to the State for review. CGI will utilize the DED for that Deliverable as the guideline for conducting its internal quality control review.

Following submission of the Deliverable, the State shall review the Deliverable to determine readiness for use and compliance with the Design Specifications. If the State finds material deficiencies in a Deliverable, it will formally communicate them in writing to CGI using MS Word track changes, describing in reasonable detail deficiencies that must be corrected prior to acceptance of the Deliverable. CGI shall correct the identified deficiencies and resubmit the corrected Deliverable for review within 5 Business Days, or as specified in the DED. It is the State's intent that subsequent reviews will be used to validate that the previously identified deficiencies have been corrected and will not be used to raise additional deficiencies without approval of the State Project Director who will review the impacts to Project Schedule and costs with the CGI Project Director. All Deliverables exchanged between CGI and the State will be posted to the State's SharePoint site.

The DED will identify the review periods, if different from the project plan. Exhibit 1 presents an example of a Deliverable review cycle.

Exhibit 1: Deliverable Review Example

[illegible]	[illegible]
CGI Internal Review of Deliverable including application of quality control standards	2 days
Update Deliverable	3 days
Submit Deliverable to State	0 days
State Review and Approve Deliverable (duration based upon Review Complexity as indicated in the RC column of each deliverable table in this SOW)	High (H) =15; Medium (M) = 10; Low (L) =5 days
Incorporate Final Comments to Deliverable (if necessary)	3 days
State Review Incorporated Changes to Deliverable (if necessary)	2 days
Make Final Updates to Deliverable (if necessary)	1 day
Submit Final Deliverable	0 days

For each Deliverable, the State's Project Director or their designee will be responsible for coordinating comments and input from various project team members and stakeholders. It will be the responsibility of the State's Project Director or designee to provide clear guidance and direction to the team in the event of divergent feedback from various team members.

The State Project Director or their designee will provide written feedback on all Deliverables in the form of MS Word track changes to document issues to be addressed. CGI will include brief remarks indicating the action taken or the disposition of each comment via MS Word comments when the Deliverable is re-submitted within 5 Business Days, or as specified in the DED. The State's intent is that new comments will not be made on second and subsequent reviews unless a new issue occurs as a result of the changes CGI made to the prior version of the Deliverable in the course of addressing issues that were raised by the State. If new comments are made by the State, CGI shall correct the identified deficiencies and resubmit the corrected Deliverable for review within 5 Business Days, or as specified in the DED.

C.6 Project Management

Schedule Management is the process by which the wvOASIS Master Project Work Plan is consistently updated at least once every other week. Project and task planning involve identifying the specific tasks that must be performed to achieve the stated requirements and objectives of the wvOASIS Project. This includes estimating the level of effort required to complete each task, assigning appropriate staff to the task, estimating the duration of the task, defining the other tasks on which the task is dependent (predecessor tasks) and other tasks that are dependent on the task (successor tasks). Detailed task plans represent a decomposition of the high-level Master Project Work Plan.

The Master Project Work Plan is a joint plan including the responsibilities for both CGI and the State. The Master Project Work Plan will be elaborated by respective CGI and State teams to a level of detail to support the team in tracking and completing the work. These elaborations will be done within the confines of the mutually agreed to schedule and will not conflict with the roles and responsibilities established and agreed to

in this Statement of Work. CGI will be responsible for updating the Master Project Work Plan with input from the State for their assigned tasks.

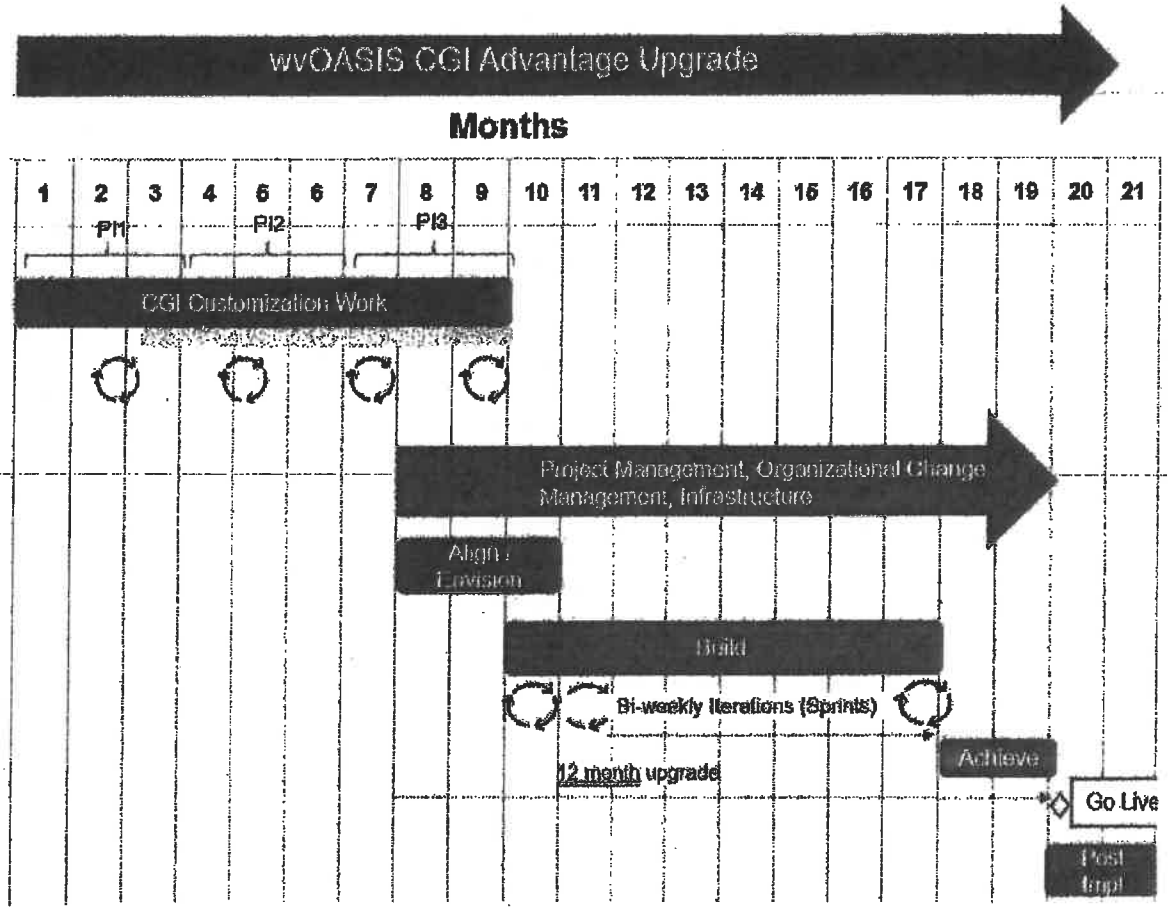
CGI and the State will work to the dates that are captured and set in the Master Project Work Plan. In cases where critical path tasks, which will be identified in the Master Project Work Plan with a column capturing that they are critical path, need to be updated the State Project Manager and CGI Project Manager will meet to review the impacted task(s) and the impact as a result of a challenge being uncovered that will require the initial date to be revised. After the session, and documentation of the session, the Master Project Work Plan will be updated, and a new version will be published. Changes to or the additions of critical path tasks to the Master Project Work Plan will be captured in a template and posted to the State's SharePoint site so that the change history is captured with the date, task, reason for change and the update that was made.

The Master Project Work Plan will be maintained using Microsoft Project (Gantt - Summary level information that includes the overall percentage complete) and key information will be made available in PDF format. The Master Project Work Plan will include high level milestone dates for the items listed here. The milestone line items in the Master Project Plan are meant to only represent the high-level dates for these activities as this work will be tracked separately. The State and CGI are jointly responsible for managing their assigned work and reporting status against the Master Project Work Plan. The State will manage the activities listed below via MS Excel worksheets and will update the Master Project Work Plan, as needed.

- Interfaces
- Custom and Baseline Reports
- Custom and Baseline BIRT Forms

C.6.1 High Level Roadmap

The following is an example of the Proposed Timeline for the services executed over a 21-month period inclusive of 2 months of post-implementation support and 7 months of pre-upgrade work related to the current wvOASIS 3.11D customizations. The project start date will be mutually agreed to when the baseline Project Schedule is developed at the start of the project.



C.6.2 Tools and Methods

MS Project will be used to create the Master Project Work Plan. MS Project will be used to track assignments, as well as completion of assigned tasks. The CGI Solutions Support Center will be used to log, track and manage all issues with the Solution. CGI will provide access to State staff designated by the ERP Director that are responsible for issue management for the State.

C.6.3 Project Management Roles & Responsibilities

C.6.3.1 CGI Roles and Responsibilities

The CGI Project Manager will be responsible for the overall management of the Master Project Work Plan (see joint responsibilities below for roles of contributors including State). This includes the tasks that need to be completed, resource(s) assigned to each task and task progress (percentage complete). The plan will be kept on the State's SharePoint site and updated at least once every other week so that results can be reviewed. Team members assigned to tasks are expected to review the Master Project Work Plan as directed by Project Managers so that progress of assigned tasks can be tracked and risks/ slide to Master Project Work Plan can be addressed. Within five Business Days, team members will submit any updates or comments on the Project Work Plan to the Project Managers. The CGI Project Manager will also prepare and post a monthly project status report to the State's SharePoint site that summarizes the inputs and status from the State and CGI teams.

C.6.3.2 State Roles and Responsibilities

Team members assigned to tasks are expected to review and complete the work in the Master Project Work Plan as directed by Project Managers so that progress of assigned tasks can be tracked and risks/ slide to Master Project Work Plan can be addressed. Within five Business Days, team members will submit any updates or comments on the Project Work Plan to the Project Managers.

C.6.3.3 Joint Roles and Responsibilities

Where there are shared tasks/ ownership of items on the Master Project Work Plan, State and CGI team members are expected to work together to review and update the Master Project Work Plan with the tasks that they have completed.

C.6.4 Staff Plan

The Master Project Work Plan will be leveraged for all staffing information. The State and CGI are responsible for staffing the wvOASIS upgrade project to meet the agreed upon timelines and milestones. The Staff Plan will be published in PDF format and circulated to the parties every other week. CGI will notify the State via email when there are changes to the CGI staffing. The State and CGI both reserve the right to update/ change their staff names along with roles and responsibilities as they see fit for their organization(s) except for the CGI Key Staff defined in section 2.2 (CGI Key Staff) of Schedule A in the Agreement.

C.7 Enterprise Readiness

This Enterprise Readiness section includes planning, activities, Deliverables, and assumptions in Training and Organizational Change Management associated with the project.

C.7.1 Training

The scope of the training for the upgrade is limited to the training sessions listed here. These sessions will be recorded and accessible [will be available to the State to view and download] to authorized State staff.

Training Sessions Included.

- CGI Advantage 4 Familiarization sessions and other CGI Advantage 4 Design related training as described in section C.8.1 (CGI Advantage 4 Design).
- Advantage Connect training to support the new integration solution available with CGI Advantage 4 as defined in section C.11 (Interfaces). CGI will facilitate this session remotely and the session will be one full day.
- End User Training to cover the user experience changes between wvOASIS 3.11D and CGI Advantage 4 and any business process changes that are a result of how existing customizations defined in section C.15 (Enhancements) are baselined. The specific training sessions and duration for End User Training will be mutually agreed to and documented in the Training Plan.

CGI will be responsible for the analysis, design, and development of the training materials for the topics outlined above. The State will be responsible for augmenting the training materials with the appropriate statewide policies and business rules associated with implementation.

The overall training delivery strategy for the upgrade follows a role-based training method and is conducted in training waves in a just in time manner to targeted student educational needs. CGI will work with the State to define a Training Plan. The trainee's project role will dictate the classes they attend. For each end user training class defined in the Training Plan, CGI will deliver the first two training sessions remotely for a maximum of 25 State end users and remotely monitor the State trainer delivery during the next two sessions. The State trainers will deliver the remaining sessions.

Optional Training Sessions.

See Section 5.6 (CGI TestSavvy) of Schedule L for TestSavvy terms and pricing.

- TestSavvy training to support the new automated testing solution available with CGI Advantage 4 as defined in section C.16 (Testing). CGI will facilitate this session remotely and the session will be one full day.

C.7.1.1 Training Milestones and Deliverables

As part of its Training, CGI will deliver the milestones and produce the Deliverables listed in Exhibit 2.

Exhibit 2: Training Milestones/Deliverables

ID	Milestone/Deliverable	Description	Acceptance criteria	RC
1	Project Team Training (Milestone)	CGI will conduct CGI Advantage 4 familiarization training for the project team addressing the user experience and extensibility functionality differences between wvOASIS 3.11.1D and the CGI Advantage 4 user experience	Core Project Team training delivered per the Training Plan.	L
2	Training Plan (Deliverable)	Documentation of a detailed training program for the upgraded wvOASIS solution addressing the needs of the project team, system users, trainers and technical staff.	Training plan including training goals and objectives, training audience needs analysis, types of training to be deployed by user group, training facilities, training schedule, plan for development of training materials and estimated number of trainers required, and techniques to be used to measure the effectiveness of training.	H
3	Training Materials (Deliverable)	Design, development and delivery of user community courseware and training database.	Training materials development completed, delivered as per the training plan	M
4	UAT Tester Training (Milestone)	Training sessions to familiarize User Acceptance Testers with the in-scope training topics outlined at the beginning of this section. CGI will train the State testers to prepare them for their role in executing the user acceptance test scripts.	UAT training sessions completed as per the training plan	L

ID	Milestone/Deliverable	Description	Acceptance criteria	RC
5	Train the Trainer (Milestone)	Conduct "Train the Trainer" training for the in-scope training topics outlined at the beginning of this section.	Preparation of State trainers will include practice training sessions for the in-scope training topics, business process and associated system training exercises, setup of the training environment including data to be used in conducting training sessions, training support as described in the End User Training item below and back up, restore and troubleshooting assistance during delivery of end user training.	L
6	End User Training Support (Milestone)	Remotely conduct the first two sessions of each training course for a maximum of 25 State end users, and then provide remote monitoring and support to the State trainer for two additional sessions.	Training delivered with effectiveness measured as per the approved Training Plan.	L

C.7.1.2 Training Roles and Responsibilities

Staff roles and responsibilities for training are shown in Exhibit 3.

Exhibit 3: Training Roles and Responsibilities

Activity	CGI	State
Project team training delivery (courses are off-the shelf)	Lead	Participate
Development of end-user training plan	Lead	Assist
Development of end-user training curriculum	Lead	Assist
Define Course Needs and Identify End Users attendance by course	Participate	Lead
End-user training material development	Lead	Assist
Augment End-user training materials with appropriate Statewide policies and business rules, as needed	Assist	Lead
Train-the-Trainer course development	Lead	N/A
Train-the-Trainer delivery	Lead	Participate
Provide and set up equipment for all Training sessions including printers, speakerphones, and 1 PC per student/instructor loaded with software defined in the Training Plan.	N/A	Lead
Provide copies of student materials, one per student for each Training session	N/A	Lead

Activity	CGI	State
Populate training environment with reference and control table data for CGI led training areas [using State's data]	Lead	Assist
Populate training environment with initial transaction data to support training delivery and user scenarios for CGI led training areas	Lead	Assist
Populate training environment with reference and control table data for any State led training areas	N/A	Lead
Populate training environment with initial transaction data to support training delivery and user scenarios for any State led training areas	N/A	Lead
Manual entry of representative reference data for training scenarios	N/A	Lead
Populate training environment with State specific business scenario data	N/A	Lead
Delivery of first two end-user courses of each course	Lead	Participate
Delivery of next two end-user courses of each course	Participate (Monitor)	Lead
Delivery of remaining end-user courses of each course	N/A	Lead
Establish, maintain and manage Training environment	Lead	Assist
Logistics and training administration including procuring and scheduling training facilities	Assist	Lead
Coordinate enrollments for ongoing end-user training	N/A	Lead
Provide online off-the-shelf documentation for the ERP Software	Lead	N/A
Customize State-specific manuals as needed. This includes any existing wvOASIS 3.11.1D training materials and any other policy/procedure documentation.	N/A	Lead

C.7.2 Knowledge Transfer

The purpose of knowledge transfer is to demonstrate that State project team staff not only understand what it takes to operate the upgraded system, but that knowledge has been transferred and they have performed key activities. This process gives each State project team staff member the opportunity to learn and practice the skills they will need to successfully operate the ERP system.

Knowledge transfer is affected over a period of time and is not a point-in-time activity. It is an interactive process that builds competence through listening, watching, performing with supervision and ultimately performing independently the activities needed to accomplish the core goals of each role.

Although not a formal Contract Deliverable, CGI and the State will document the expected knowledge transfer timeline, activities and roles and responsibilities via a Deliverable Expectations Document (DED). The knowledge transfer activities are expected to be completed within the 'Align/Envision' phase assuming that the first non-production environment is available and accessible to the State staff during the 'Align/Envision' phase. The specific topics to be addressed are the following:

Knowledge Transfer Sessions Included.

- CGI Advantage 4 Familiarization sessions and other CGI Advantage 4 Design related training as described in section C.8.1 (CGI Advantage 4 Design).
- Advantage Connect training to support the new integration tool available with CGI Advantage 4 as defined in section C.11 (Interfaces). CGI will facilitate this session remotely and the session will be one (1) full day.
- End User Training to cover the User Experience changes between wvOASIS 3.11D and CGI Advantage 4 and any business process changes that are a result of how existing customizations defined in section C.15 (Enhancements) are baselined. The specific training sessions and duration for End User Training will be mutually agreed to and documented in the Training Plan.
- Business Role Design
- Home Pages Design
- Extensibility

Training sessions will be recorded and accessible [will be available to the State to view and download].

Optional Knowledge Transfer Sessions

See Section 5.6 (CGI TestSavvy) of Schedule L for TestSavvy terms and pricing.

- TestSavvy training to support the new automated testing solution available with CGI Advantage 4 as defined in section C.16 (Testing). CGI will facilitate this session remotely and the session will be one full day.

C.7.3 Organizational Change Management

CGI will remotely facilitate one half day cultural change management workshop for up to 10 State staff and define a change management strategy for the upgrade with assistance from the State. The State is responsible for executing the defined strategy. Unless otherwise mutually agreed to by the Parties, the Cultural Change Management strategy activities will take place over the course of one (1) contiguous month and the State execution of the strategy will continue through the remainder of the upgrade. The workshop will be recorded and accessible [available to view and download] to the State.

C.7.3.1 Organizational Change Management Deliverables

As part of its Organizational Change Management service, CGI will produce the Deliverable listed in Exhibit 4.

Exhibit 4: Cultural Change Management and Communications Deliverables

ID	Deliverable	Description	Acceptance criteria	RC
7	Organizational Change Management Plan	A detailed plan that outlines Change Management methodology, approach, activities, timelines, and dependencies and assumptions for key stakeholders.	Document will be deemed acceptable if it: • Includes the agreed upon approach to change management activities and tasks to be performed by CGI and the State Change Management Teams.	M

C.7.3.2 Organizational Change Management Roles and Responsibilities

Staff roles and responsibilities for change leadership are shown in Exhibit 5. CGI's organizational change management support is limited to a part-time [50%] lead for the Align/Envision Phase.

Exhibit 5: Cultural Change Management and Communications Responsibilities

Activity	CGI	State
Facilitate one half day Organizational Change Management Workshop	Lead	Assist
Develop Organizational Change Management plan	Lead	Assist
Execute Organizational Change Management plan	N/A	Lead

C.8 Implementation

The wvOASIS upgrade to CGI Advantage 4 is limited to the following scope, and the items listed below are further defined in the sections that follow. The implementation does not include any New Features with the exception of: (i) the new User Experience changes outlined in section C.8.1 (CGI Advantage 4 Design) below, or (ii) any New Features that the CGI and State Project Management team mutually agree to no later than the end of the 'Align/Envision' phase. Any such New Features that are mutually agreed to can be configured and implemented by the State, or the State may request CGI to perform the work using discretionary hours or via a mutually agreed to Change Order. CGI will, however, lead sessions for the project team to outline key enhancements that have been introduced in CGI Advantage 4 since the State's current 3.11.1D version of CGI Advantage. If requested, CGI will provide an estimate to further analyze functionality that the State is not using in wvOASIS 3.11.1D today and such Services may be provided via discretionary hours.

All existing functionality in wvOASIS 3.11.1D currently used by the State in production will be available to the State in CGI Advantage 4. State acknowledges and understands CGI Advantage 4 will have available the same functionality that is in wvOASIS 3.11.1D but the User Experience ("UX") will be different such that steps to process a certain function may change but the business outcome will remain the same.

C.8.1 CGI Advantage 4 Design

C.8.1.1 CGI Advantage 4 Familiarization Sessions

CGI will remotely facilitate the following Familiarization sessions related to CGI Advantage 4. These sessions cover general topics areas with the Advantage solution and are not specific to the State's use of Advantage or State specific business processes. The workshop will be recorded and accessible [available to view and download] to the State.

Topic	Description	Duration
CGI Advantage 4 Overview	Provides an introduction to CGI Advantage 4 unified experience, navigation, responsive design, page layouts and global search	1 hour
A look at CGI Advantage 4 Financial	Overview of the usability improvements in CGI Advantage 4 Financial across reference pages, inquiries and transactions. This session will highlight changes in page layout and navigation as well as some tips and tricks for power users.	1 hour
A look at CGI Advantage 4 HRM	Overview of the usability improvements in CGI Advantage 4 HRM across reference pages, inquiries and transactions. This session will highlight changes in page layout and navigation as well as some tips and tricks for power users. This session will also highlight the changes for Manager and Employee Self Service and how the capability has been transformed in CGI Advantage 4	1.5 hour
A Look at Timesheets in CGI Advantage 4	Overview of the redesigned timesheet functionality in CGI Advantage 4 along with a discussion of things to consider and tips and tricks.	1 hour
A look at CGI Advantage 4 Performance Budgeting	Overview of the usability improvements in CGI Advantage 4 Performance Budgeting across reference pages, queries and budget forms. This session will highlight changes in page layout and navigation as well as some tips and tricks for power users.	1 hour
A look at Security in CGI Advantage 4	While the majority of the security functionality remained the same in CGI Advantage 4, there are some subtle differences. This session will walk you through some of the new elements you need to know related to security in CGI Advantage 4	1 hour

C.8.1.2 CGI Advantage 4 Business Role Design

CGI will remotely facilitate one full day workshop to review and refine the suggested CGI Advantage® business roles and corresponding business process configuration. This workshop will occur during the CGI Customization Work phase prior to the start of the upgrade. A subset of the suggested business roles is listed here. CGI will work with the State to review and refine the list of suggested roles and train the State on the process to configure and maintain business roles and corresponding business processes. CGI will provide its template for all existing business roles, and CGI will assist the State with up to ten (10) business roles and corresponding business processes and the State will be responsible for configurations for all additional business roles and corresponding business processes. The workshop will be recorded and accessible [available to view and download] to the State. Examples of business roles include:

- Accountant
- Accounts Payable
- Budget Administrator
- Budget Analyst
- Budget Control
- Central HR
- Central Payroll
- Chart of Accounts Maintenance
- Department Analyst
- Employee
- Financial Administration
- Grants & Project Management
- Manager
- System Administrator

C.8.1.3 Home Pages Design

Each business role in CGI Advantage 4 can be assigned to a home page that is the initial landing page when a user logs into the application and a single home page can be shared across multiple business roles. CGI will remotely facilitate one full day workshop to train the State on the process to configure CGI Advantage 4 home pages and each home page may contain one or more widget(s) and quick links. This workshop will occur during the CGI Customization Work phase prior to the start of the upgrade. The workshop will be recorded and accessible [available to view and download] to the State.

Available home page widgets shall be limited to those available in the baseline widget library. CGI will configure the initial five (5) home pages and no more than one (1) revision to each home page. The State is responsible for any subsequent revision(s) to these home pages. The State will be responsible for configuring and maintaining all additional home pages.

CGI will deliver one (1) homepage design Artifact per homepage. The State is responsible for any subsequent revision(s).

C.8.1.4 Extensibility

CGI will remotely conduct one full day workshop on extensibility in CGI Advantage 4 to train the State on the use of the Designer functionality. This workshop will occur during the CGI Customization Work phase prior to the start of the upgrade. The State will be responsible for configuring and testing any desired extensibility changes beyond the extensibility changes that CGI will deliver to address existing wvOASIS 3.11.1D enhancements as outlined in section C.15 (Enhancements). The workshop will be recorded and accessible [available to view and download] to the State.

File based extensions are performed by CGI and those included in scope are defined in section C.15 (Enhancements). For any additional file-based extensions that are not already included in section C.15 (Enhancements) attached hereto, CGI will review each file-based extension request and provide an estimated effort, cost and estimated delivery timeframe that is dependent on prompt Client approval. The provided timeline for delivery will vary based on the information received in the request, the complexity of the extension and other contractual obligations.

C.8.1.5 CGI Advantage 4 Design Roles and Responsibilities

Activity	CGI	State
Coordinate logistics for design workshops	N/A	Lead
Facilitate design workshops	Lead	Participate
Provide Suggested CGI Advantage 4 Business Roles worksheet	Lead	N/A
Make adjustments to add, modify or delete roles to match the State's planned business processes	Assist	Lead
Provide example homepages to the State	Lead	N/A
Configure initial homepages as outlined in C.8.1.2	Lead	N/A
Configure additional homepages beyond the initial homepages outlined in C.8.1.2	Assist	Lead
Maintain home page design after initial delivery by CGI	Assist	Lead
Configure extensibility changes as needed via online DESIGNER process	Assist	Lead
Be available to answer questions after the design workshops as the State performs their post workshop configuration activities	Lead	N/A

C.8.2 CGI Advantage Travel and Expense Management System

The existing Travel and Expense Management System (**"Travel and Expense"**) and corresponding application database will be merged into the CGI Advantage 4 solution. CGI will document the impact and apply updates, where needed, to the existing Travel and Expense related interfaces and two existing Travel and Expense dashboards (Total Spend by Month and Total Spend by Expense Type) that are currently used in wvOASIS Travel 4 production. The State is responsible for any other reports or dashboards that are used to support the Travel and Expense process. This SOW does not include any New Features for Travel and Expense other than any New Features that the CGI and State Project Management team mutually agree to which shall occur no later than the end of the 'Align/Envision' phase. Any such New Features that are mutually agreed to can be configured and implemented by the State, or the State may request CGI to perform the work using discretionary hours or via a mutually agreed to Change Order.

C.8.3 CGI Case Management and CGI OnCue360

The CGI Case Management solution currently hosted by the State will be migrated as is into CGI's hosted environment. The CGI OnCue360 solution that is currently hosted by CGI will remain unchanged and will continue to be hosted by CGI.

C.8.4 Payroll

The State will move to the latest CGI Advantage Payroll process as part of the Cloud Upgrade. The payroll process will be the focus of various testing including the Parallel Payroll testing described in Section C.16.2 (Payroll Comparison Testing).

C.8.5 Implementation Deliverables

Exhibit 6 below lists the Implementation Deliverables that will be produced by CGI.

Exhibit 6: Implementation Deliverables

ID	Deliverable	Description	Acceptance Criteria	RC
8	Fit/Gap Analysis Documentation	Documents any business process changes that are the result of how current customizations defined in section C.15 (Enhancements) are baselined.	Fit gap analysis that documents business process changes related to the baselining of existing customizations.	M
9	Final Customization Disposition List	Documents the final disposition of the current customizations in wvOASIS 3.11.1D	List that includes the final disposition for each of the current customizations outlined in section C.15 (Enhancements). This list will include any business process changes that are identified in situations where the current functionality is altered as it is baselined.	H

C.8.5.1 Post-Implementation Support

CGI will provide remote support for a period of ninety (90) consecutive calendar days from the CGI Advantage 4 Go Live Date. CGI will support system administrators on system usage, issue review, triage, and resolution. The post-implementation support does not include the configuration and deployment of any new functions and features.

C.9 Security

The State plans to significantly simplify the security configuration used in wvOASIS. CGI will utilize discretionary hours to work with the State to evaluate the current wvOASIS security configuration and document recommended areas for improvement. The State will then be responsible for implementing

any desired changes. CGI and the State acknowledge that some portion of the recommended security improvements may be applied beyond the CGI Advantage 4 Go Live.

CGI Advantage 4 leverages a single CGI Advantage Administration database with security and other configuration to provide the single unified user experience that allows a user to access multiple solution components from a single URL/login. The State currently utilizes multiple CGI Advantage Administration databases for the wvOASIS 3.11D Finance, HRM and Performance Budgeting and CGI Advantage 4 Travel and Expense Management solution components. CGI will be responsible for converting each of these databases as described in section C.10 (Data Conversion) below. The State will be responsible for analyzing the security configuration data in the converted databases and merging the configuration data, as needed, for CGI Advantage 4 while considering any planned security improvements.

The State's security administrators will be responsible for all CGI Advantage 4 security administration post Go-Live.

C.9.1 Security Roles and Responsibilities

Exhibit 7 presents the key activities to implement application security.

Exhibit 7: Application Security Roles and Responsibilities

Activity	CGI	State
Leverage discretionary hours and lead an analysis of the current wvOASIS 3.11.1D security configuration and document recommended improvements	Lead	Assist
Convert the wvOASIS 3.11D Administration databases for Finance, HRM and Performance Budgeting to the new CGI Advantage 4 format, and the Travel 4 database	Lead	Review
Review the separately converted wvOASIS Administration databases for Finance, HRM, Travel 4, and Performance Budgeting and merge the security configuration data, as needed	Assist	Lead
Perform System Test	Assist	Lead
Perform User Acceptance Test	Assist	Lead
Provide post Roll-out User Security Maintenance	Participate	Lead
Continue to apply security configuration improvements, as desired, beyond the CGI Advantage 4 Go Live	N/A	Lead

C.10 Data Conversion

The State will provide one copy of the wvOASIS data such that CGI can use the data within CGI maintained environments to develop and test the upgrade scripts. CGI will work with the State if fields that were not required in wvOASIS 3.11D are now required such that the State continues to maintain ownership of the data/information for their processes. CGI will be responsible for executing the upgrade scripts in the wvOASIS environments, as needed, throughout the upgrade to support mock conversion, parallel payroll and other data driven testing activities.

The scope of this effort will include the following Solution components:

- wvOASIS Financial Management
- wvOASIS Vendor Self-Service
- wvOASIS HRM
- wvOASIS Performance Budgeting
- wvOASIS Administration (multiple databases)
- wvOASIS Travel and Expense Management
- wvOASIS InfoAdvantage
- wvOASIS CGI Case Management

C.10.1 Conversion Deliverables

The Conversion Deliverables are presented below in Exhibit 8.

Exhibit 8: Conversion Deliverables

ID	Deliverable	Description	Acceptance Criteria	RC
10	wvOASIS Upgrade Scripts	▪ Database upgrade scripts that will convert the existing wvOASIS 3.11D data to the latest format for CGI Advantage 4	Upgrade scripts delivered with the results of CGI's subset data validation in a CGI maintained environment	M

C.10.2 Conversion Roles and Responsibilities

The division of responsibilities between CGI and the State for data conversions is as follows in Exhibit 9:

Exhibit 9: Conversion Roles and Responsibilities

Activity	CGI	State
Provide wvOASIS 3.11D data extract (including attachments)	Assist	Lead
Create and test database upgrade scripts to convert wvOASIS 3.11D data to the new CGI Advantage 4 format	Lead	Assist
Review test results from CGI's subset data validation	Lead	Assist
Provide test results from CGI's subset data validation in a CGI maintained environment	Lead	N/A
Perform data validation on converted data from 3.11	Assist	Lead

Activity	CGI	State
Execute database upgrade scripts, as needed, in the various wvOASIS environments and share results from CGI's subset data validation	Lead	Assist

C.11 Interfaces

CGI will document the expected impact to the existing wvOASIS interfaces due to functional and technical changes between wvOASIS 3.11.1D and CGI Advantage 4. CGI will be responsible for any updates to interfaces/integration between components of the Solution as listed in C.11.1 and for the integrations between wvOASIS and the external Kronos, NuTravel solutions, Case Management and OnCue. CGI will also be responsible for the corresponding System Integration testing. The State will be responsible for any updates to and testing for all remaining wvOASIS interfaces/integrations.

CGI will train the State on the new Advantage Connect integration framework that is available with CGI Advantage 4. The State is responsible for developing and testing any new interfaces/integration leveraging Advantage Connect.

C.11.1 Interfaces to be Addressed with the Upgrade to CGI Advantage 4

The interface list attached here outlines the interfaces that will be carried forward with the wvOASIS upgrade and defines which interfaces will be addressed by CGI and which will be addressed by the State. The State is responsible for addressing any new interfaces created prior to and/or during the upgrade that are not included in the list attached hereto.

The execution of the CGI and bundled partner interfaces will be covered in both the System Test and User Acceptance Test efforts.

Interface Tracking for Contract - Dec 1'

C.11.2 Interface Deliverables

The Interface Deliverables are presented below in Exhibit 10.

Exhibit 10: Conversion Deliverables

ID	Deliverable	Description	Acceptance Criteria	RC
11	Interface Impacts	The Interface Impacts document will list impacts to the existing wvOASIS 3.11D interfaces that are the result of new required fields or other functional and technical changes in CGI Advantage 4	Interface Impacts document contains the full list of existing interfaces and includes all expected impacts	M

C.11.3 Interface Roles and Responsibilities

The division of responsibilities between CGI and the State for interfaces is as follows in Exhibit 11:

Exhibit 11: Interface Roles and Responsibilities

Activity	CGI	State
Analyze and document expected impacts to the existing wvOASIS 3.11D interfaces that will result from the functional and technical changes that have been introduced in CGI Advantage 4	Lead	N/A
Apply necessary updates to all internal interfaces that move data between wvOASIS solution components and to the existing integrations between wvOASIS and Kronos and NuTravel	Lead	Assist
Apply necessary updates to all existing wvOASIS interfaces/integrations other than those that are assigned to CGI	Assist	Lead
Provide data for any inbound integration testing between Kronos/NuTravel and wvOASIS and confirm any updates in Kronos/NuTravel for outbound integration testing from wvOASIS.	Assist	Lead
Perform System Testing for all CGI assigned interface updates	Lead	Assist
Perform System Testing for all State assigned interface updates	Assist	Lead
Resolve critical and/or serious issues identified for all CGI assigned interface updates	Lead	Assist
Resolve critical and/or serious issues identified for all State assigned interface updates	Assist	Lead

C.11.4 Interface Migration from Actian to Pentaho

In addition to the interface activities outlined above in this section C.11, to ensure the smooth transition from Actian to Hitachi Pentaho, CGI will convert the maps and complete testing of these maps in the State's current on-premise development environment. The State will validate the results of the testing performed by CGI and promote the maps to its current on-premise IST and UAT environments for additional testing to be performed by the State and eventual migration to production. CGI will assist the State with any additional support needed to complete testing in the IST and UAT environments.

C.12 Reports

InfoAdvantage will continue to be available for a period of 2 years from the Go Live Date.

C.12.1 Universes

The infoAdvantage universe list attached below outlines the baseline and custom universes that are currently used in wvOASIS. All the latest baseline universes will be available with the upgrade and the baseline universes will include relevant changes that result from the baselining of the State's customizations. The State is responsible for the migration and testing of all custom universes including any necessary universe updates.



Universe List - Dec 14 2023.xlsx

C.12.2 Reports

The report lists attached below outline the custom reports that will be carried forward with the wvOASIS upgrade. The State is responsible for addressing any new reports created prior to and/or during the upgrade that are not included in the list attached hereto.

The State is responsible for the migration and testing of all custom reports including any necessary report updates.

The State is responsible for applying any desired row level security to all custom reports.

Any new reports or analytics can be developed by the State, or the State may request CGI to perform the work using discretionary hours or via a mutually agreed to change order.



Advantage Financial BI List - De



OASIS HRM Report Inventory - Dec 5 20:



PB Reports for Contracts - Dec 11 2



Travel Reports - Feb 1 2024.xlsx

C.12.3 Advantage Insight

The State will move from CGI infoAdvantage to Advantage Insight after the upgrade. CGI acknowledges and understands that prior to the start of the State's transition to Advantage Insight, CGI must have one (1) client of similar size to the State of West Virginia live in production with Advantage Insight. The transition will begin 6 months after Go Live and the transition will be completed no later than 2 years after Go Live. CGI will conduct one full day training session for Advantage Insight and the related conversion tool that can be used to assist with migrating certain SAP Web Intelligence (Webi) reports to Microsoft Power BI paginated reports. The training session will be recorded and accessible [available to view and download] to the State. This conversion tool can be used for Webi reports that utilize baseline infoAdvantage universes and the actual conversion rate will vary based on the complexity of a given Webi report.

CGI will help convert 5 mutually agreed to existing Webi reports and the State will be responsible for the conversion of any additional reports or the creation of any new reports/analytics.

C.12.4 Reports/Analytics Roles and Responsibilities

The division of responsibilities between CGI and the State for reports/analytics is as follows in Exhibit 12:

Exhibit 12: Reporting Roles and Responsibilities

Activity	CGI	State
Upgrade the existing wvOASIS InfoAdvantage environment	Lead	Assist
Analyze and document expected impacts to the existing wvOASIS 3.11D reports that will result from the functional and technical changes that have been introduced in CGI Advantage 4. This analysis will be performed for the changes introduced to CGI Advantage and will not be a detailed analysis of the complete list of existing reports.	Lead	N/A
Apply relevant changes to the InfoAdvantage baseline universes as the customizations in Section C.15 (Enhancements) are baselined	Lead	Assist
Perform System Testing for all baseline universes updated as a result of baselining the customizations outlined in Section C.15 (Enhancements).	Lead	Assist
Resolve critical and/or serious issues identified for all baseline universes updated as a result of baselining the customizations outlined in Section C.15 (Enhancements).	Lead	Assist
Migrate all existing custom wvOASIS reports and universes to CGI Advantage 4 environment	Assist	Lead
Apply necessary updates to all custom wvOASIS reports and universes due to functional and technical changes introduced in CGI Advantage 4	Assist	Lead
Apply row level security on all custom reports and universes	Assist	Lead
Perform System Testing for all custom reports and universes to be used in CGI Advantage 4	Assist	Lead
Resolve critical issues identified for all custom reports and universes	Assist	Lead
Provide one full day training on Advantage Insight and the SAP Webi to Microsoft Power BI conversion tool	Lead	N/A
Convert and system test 5 existing SAP Webi reports to Microsoft Power BI paginated reports	Lead	N/A
Convert/recreate any additional existing SAP Webi reports beyond the 5 SAP Webi reports to be converted by CGI	N/A	Lead
Create all new Microsoft Power BI analytics/reports	N/A	Lead
Perform online configuration in wvOASIS to make Microsoft Power BI analytics/reports available to State users	Assist	Lead

C.13 BIRT Forms

The State is upgrading wvOASIS to CGI Advantage 4. CGI will be responsible for the migration (including any updates due to the functional or technical changes with CGI Advantage 4) and System Testing of all custom BIRT forms in the list of current BIRT forms attached below. All the latest CGI Advantage baseline BIRT forms will be available with the upgrade. The State will be responsible for System Testing of all desired baseline BIRT forms and for final testing of all desired baseline and custom BIRT forms in User Acceptance Test.

Any updates to existing BIRT Forms or any new BIRT Forms can be developed by the State, or the State may request CGI to perform the work using discretionary hours or via a mutually agreed to change order.



Birt Forms - Jan 18 2024.xlsx

C.13.1 BIRT Forms Roles and Responsibilities

Exhibit 13 below documents the associated roles and responsibilities for BIRT forms activities.

Exhibit 13: BIRT Forms Roles and Responsibilities

Activity	CGI	State
Provide list of current custom BIRT forms used in wvOASIS 3.11D	N/A	Lead
Analyze and document expected impacts to the existing wvOASIS 3.11D BIRT forms that will result from the functional and technical changes that have been introduced in CGI Advantage 4	Lead	N/A
Migrate and update as needed all existing BIRT FORMS [including customizations] to CGI Advantage 4 and perform System Test and provide system test results	Lead	Assist
Test all existing BIRT FORMS [including customizations] as part of User Acceptance Test	Assist	Lead

C.14 Workflow

The State plans to significantly simplify the workflow configuration used in wvOASIS. CGI will utilize discretionary hours to work with the State to evaluate the current wvOASIS workflow configuration and document recommended areas for improvement. The State will then be responsible for implementing any desired changes. CGI and the State acknowledge that some portion of the recommended workflow improvements may be applied beyond the CGI Advantage 4 Go Live.

CGI Advantage 4 leverages a single CGI Advantage Administration database with workflow and other configuration to provide the single unified user experience that allows a user to access multiple solution components from a single URL/login. The State currently utilizes multiple CGI Advantage Administration databases for the wvOASIS 3.11D Finance, HRM and Performance Budgeting solution components. CGI will be responsible for converting each of these databases as described in section C.10 (Data Conversion) above. The State will be responsible for analyzing the configuration data in the converted databases and merging the workflow configuration data, as needed, for CGI Advantage 4 while considering any planned workflow improvements.

The State's workflow administrators will be responsible for all CGI Advantage 4 workflow administration post Go-Live.

C.14.1 Workflow Roles and Responsibilities

The following Exhibit 14 outlines the tasks and responsibility for the workflow process:

Exhibit 14: Workflow Roles and Responsibilities

Activity	CGI	State
Leverage discretionary hours and lead an analysis of the current wvOASIS 3.11.1D workflow configuration and document recommended improvements	Lead	Assist
Convert the wvOASIS 3.11D Administration databases for Finance, Travel, HRM and Performance Budgeting to the new CGI Advantage 4 format	Lead	Review
Review the separately converted wvOASIS Administration databases for Finance, Travel, HRM and Performance Budgeting and merge the workflow configuration data, as needed	Assist	Lead
Perform System Test	Assist	Lead
Perform User Acceptance Test	Assist	Lead
Provide post Roll-out User Workflow Maintenance	Participate	Lead
Continue to apply workflow configuration improvements, as desired, beyond the CGI Advantage 4 Go Live	N/A	Lead

C.15 Enhancements



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CGI and the State have evaluated each of the attached list of enhancements that currently exist in wvOASIS 3.11.1D and determined one of the following dispositions for each item as wvOASIS is upgraded to CGI Advantage 4:

- Met by baseline
- Eliminate – met by business process change
- Met by Extensibility
- Enhancement will be baselined.

CGI will apply the necessary extensibility or software changes to CGI Advantage 4 to address all items with a disposition of 'Met by Extensibility' or 'Enhancement will be baselined'. CGI will work collaboratively with the State and accept feedback as the existing wvOASIS customizations are baselined. CGI will work to preserve the existing enhancements as they are baselined in CGI Advantage 4 and will work with the State to define potential business process changes in situations where an existing enhancement is altered as it is baselined. The State will be responsible for defining and communicating any process changes for items with a disposition of 'Eliminate – met by business process change'.

C.15.1 Enhancements Roles and Responsibilities

The division of CGI and the State responsibilities for enhancements are described below in Exhibit 15.

Exhibit 15: Enhancements Roles and Responsibilities

Activity	CGI	State
Apply extensions in wvOASIS to address enhancements marked as 'Met by Extensibility'	Lead	N/A
Apply source code and other configuration changes in order to baseline enhancements marked as 'Enhancement will be baselined'	Lead	Assist
Provide subject matter expertise for current enhancements	Assist	Lead
Perform System Test and provide System Test results for all enhancements	Lead	N/A
Review System Test results for all enhancements	Assist	Lead
Perform User Acceptance Test for all enhancements marked as 'Met by Extensibility' or 'Enhancement will be baselined'	Assist	Lead
Update training materials or other user documentation, as needed	N/A	Lead
Train State staff, as described in section C.7.1 (Training)	Lead	Participate

C.16 Testing

The following testing activities are in scope for the upgrade to CGI Advantage 4:

Testing Phases.

System testing includes the testing of the Advantage application, Interfaces, Reports, Forms and Offline Processes. CGI is responsible for executing the Advantage application testing as outlined below and enhancement testing as outlined in Section C.15.1 (Enhancements Roles and Responsibilities) of this Statement of Work. The State is responsible for all other System Test activities.

CGI Advantage application testing is limited to the travel management solution, and any role in which CGI is assigned as lead in all tables/exhibits contained in this SOW.

User Acceptance Test will verify that the State's business processes work as required with the upgraded CGI Advantage 4 solution. Test scripts from the UAT phase of the wvOASIS 3.11.1.D upgrade will be updated to reflect changes to business processes for CGI Advantage 4 and executed for User Acceptance Testing. The State is responsible for the update of the UAT Scripts/ Cases and executing User Acceptance Test. CGI's support of UAT will be limited to addressing questions and assisting the State with the capture of issues and resolution of mutually agreed issues.

The following testing phases will be performed, and results provided during the upgrade and will utilize one of the existing non-production environments:

System Test - CGI and State

User Acceptance Test - State

Performance Test –CGI with State participation and support

Payroll Compare – State with CGI participation and support

The State will, at a minimum during System and UAT testing, test areas of the application that they use heavily in Production once the migrated software is available to be comfortable that the upgraded software is working as expected with the onsite configurations, security and workflow.

Automated Testing (Optional).

The State has the option to implement CGI TestSavvy to support automated testing in accordance with the terms and pricing described in Section 5.6 (CGI TestSavvy) of Schedule L.

If the State chooses to implement TestSavvy, TestSavvy will be leveraged to perform automated testing for the CGI Advantage 4 solution. CGI will provide a total of four training/knowledge transfer sessions to the State. These sessions can be scheduled per State request and may be used to train the State on TestSavvy and provide initial support as the State begins to use TestSavvy.

CGI will provide an initial set of 300 test cases for TestSavvy in collaboration with the State that are configured for the State's business processes and will execute these test cases, against the bi-weekly containers before each container is delivered to the State. CGI will provide most of the test cases at the start of the "Align/Envision" phase contained in C.6.1 (High Level Roadmap). The test cases that relate to current wvOASIS enhancements will be delivered as enhancements become available and may extend into the "Build" phase. CGI will refine the initial 300 test cases when a test case is impacted by the dispositioning of a current customization or by an issue fix. CGI will perform this TestSavvy execution through the end of the 'Build' phase of the project. The State will be responsible for all TestSavvy execution beginning in the 'Achieve' phase of the project. The State is also responsible for refining the initial test cases provided by CGI and creating any new test cases as needed.

C.16.1 Performance Testing

The State and CGI will jointly work together to test processes such as payroll, processing the retiree file, PCard ad chain, ad chains, nightly cycles and interfaces to ensure there will not be a negative impact to the State's business. The Hours of Availability and Application Availability service level metric have been defined within the Contract to align to the State's batch processing cycle times.

The State and CGI will be responsible for validating performance testing. This is expected to be done in the UAT Test phase in the production environment. The timing of activities in order to be ready for the execution periods will be outlined in the Master Project Work Plan.

C.16.2 Payroll Comparison Testing

The State has the expectation that CGI Advantage 4 will produce the same results as wvOASIS 3.11.1D. The State and CGI will jointly work together to identify the process to compare the results of the payroll runs.

This is expected to start in the IST Test phase and continue into the UAT Test phase in the production environment. The timing of activities in order to be ready for the execution periods will be outlined in the Master Project Work Plan.

C.16.3 Testing Milestones

Exhibit 16 below documents the testing Milestones for the CGI Advantage 4 upgrade.

Exhibit 16: Testing Milestones

ID	Milestone	Description	Exit Criteria
12	System Testing	Validates that dependent business processes and functional requirements can be fully executed and produce the pre-defined expected results for each business scenario and test script.	Test steps marked as Passed or Failed. Critical Issues* uncovered have one of following determinations: - State/ CGI align on a short-term resolution that can be put into place in near term which will also update the severity of the issue. The short-term resolution is mutually agreed upon and the workaround allows the business function(s) to be met. -Resolution provided for the issue so that critical business process can be met. This may mean a permanent resolution to resolve the issue in full, or a short-term

ID	Milestone	Description	Exit Criteria
			resolution so that the critical business need can be met. -Exception granted that work can move forward without a workaround/ resolution. Exception to be mutually agreed to by CGI and State Project Management team. This may include setting a firm date for resolution in the future but in the near-term activities can continue. CGI notifies State that System Test is complete
13	User Acceptance Testing Assistance	User-conducted final acceptance test to validate the system is functioning as designed, verify the conversion process, and confirm the system is ready to be moved into the production environment. UAT is a full end-to-end test of the entire system being deployed, simulating the business environment.	All Test steps are marked as Passed or Failed. Critical and Serious-Urgent Issues* uncovered have one of following determinations: - State/ CGI align on a short-term resolution that can be put into place in near term which will also update the severity of the issue. The short-term resolution is mutually agreed upon and the workaround allows the business function(s) to be met. -Resolution provided for the issue so that critical business process can be met. This may mean a permanent resolution to resolve the issue in full, or a short-term resolution so that the critical business need can be met. -Exception granted that work can move forward without a workaround/ resolution. Exception to be mutually agreed to by CGI and State Project Management team. This may include setting a firm date for resolution in the future but in the near-term activities can continue. State notifies CGI that UAT is complete.

C.16.4 Testing Roles and Responsibilities

Exhibit 17 documents the roles and responsibilities related to testing.

Exhibit 17: Testing Roles and Responsibilities

Activity	CGI	State
Included Activities		
Develop System Test Scripts for CGI assigned testing areas	Lead	Review
Develop System Test Scripts for State assigned testing areas	N/A	Lead
Provide System Test Scripts and results for CGI assigned testing areas	Lead	N/A
Review and approve results of System Test	N/A	Lead
Develop User Acceptance Test ("UAT") plan and test scripts	Assist	Lead
Execute UAT and document results	Assist	Lead
Resolve extensibility incidents related to all customizations in section C.15 (Enhancements) with a disposition of 'Met by Extensibility'	Lead	Assist
Resolve application configuration incidents for all CGI assigned work	Lead	Assist
Resolve application configuration incidents for all State assigned work	Assist	Lead
Performance Testing: Run a complete payroll cycle in Production	Lead	Assist
Performance Testing: Run FIN nightly cycle (including GAXOM CPRB file)	Lead	Assist
Performance Testing: Review results of payroll cycle times	Assist	Lead
Performance Testing: Resolve any critical payroll performance issues	Lead	Assist
Performance Testing: Review FIN nightly cycle times	Assist	Lead
Performance Testing: Resolve any critical fin nightly cycle performance issues	Lead	Assist
Payroll Comparison Testing: Run a complete payroll cycle in Production	Lead	Assist
Payroll Comparison Testing: Review results of payroll run	Assist	Lead
Optional Activities (see Section 5.6 (CGI TestSavvy) of Schedule L for TestSavvy pricing)		
Provide four training/knowledge transfer sessions on the use of TestSavvy	Lead	Participate
Configure 300 initial test cases in TestSavvy aligned to State business processes in collaboration with the State	Lead	Assist
Execute automated testing via TestSavvy on bi-weekly containers through the 'Build' phase of the project	Lead	N/A
Apply updates to initial TestSavvy test cases and create new test cases as needed	N/A	Lead
Execute automated testing via TestSavvy beginning with the 'Achieve' phase of the project	N/A	Lead

C.17 Cutover Planning, Execution and Go Live

CGI will work with the State to document tasks, ownership, dependencies, and timing for cutover. This includes a checklist of activities required to be completed during the final cutover to Production, any validation procedures, and the go/no-go signoff criteria. Each activity will be assigned an owner, a

timeframe for completion, dependent activities and a status reflecting incomplete, in progress or complete.

C.17.1 Cutover Planning, Execution and Go Live Deliverables

CGI will produce the Deliverables listed in Exhibit 18.

Exhibit 18: Cutover Planning, Execution and Go Live Roles and Responsibilities

ID	Deliverable	Description	Acceptance Criteria	RC
14	Cutover Plan	Deployment cutover plan will list the key steps in deployment of the solution, timelines, roles and responsibilities and resources.	Deployment cutover plan documents the steps required for a successful cutover to the production environment with dates, responsibilities, dependencies, estimated level of effort, status, results, and signoffs. The plan will also include any additions or deviations for the mock cutovers which will occur prior to the final production cutover. The cutover plan includes steps for the State to transfer the production data to CGI, for data conversion, technical preparation, cutover activities checklist, staff deployment and roles, deployment schedule, and ramifications for delays in cutover activities.	M
15	Readiness Checklist	Defined list of criteria to be used to determine if the agencies and the wvOASIS solution are ready to be deployed to production	Checklist includes the relevant items to be considered to make a final go/no go decision to move CGI Advantage 4 into production	L

C.17.2 Production Support Roles and Responsibilities

The division of CGI and the State responsibilities for Cutover Planning, execution and Go Live are defined in Exhibit 19.

Exhibit 2: Cutover Planning, Execution and Go Live

Activity	CGI	State
Develop Cutover Plan and Script	Lead	Assist
Develop Readiness checklist	Lead	Assist
Conduct Readiness assessments	Assist	Lead
Go-live Decision	Assist	Lead
Execute Cutover Plan	Lead	Assist

C.18 Compensation

CGI will provide the Services on a fixed price basis. The total Services amount billed is provided in Section 2.1 (Cloud Upgrade – Payment Milestones) of Schedule L (Pricing and Payment Schedule) of the Contract. This price is based on the current scope, schedule and responsibilities defined for the wvOASIS upgrade. Any changes to the scope, schedule or responsibilities may result in a change to the total price and the individual payment milestones and amounts listed in Section 2.1 (Cloud Upgrade – Payment Milestone) of Schedule L (Pricing and Payment Schedule).

C.19 Project Assumptions

The assumptions in this section are provided to assist the State in understanding the basis CGI used with regard to estimating project scope, timing, and resources. Roles and responsibilities are addressed in the respective services description sections provided in this SOW.

- The price is based on the parties promptly and completely performing their roles and responsibilities contemplated herein. The parties agree to perform their responsibilities under the SOW in accordance with the mutually agreed Project Schedule. In the event that a delay caused by the State materially impacts the Project Schedule or CGI's costs, CGI will be entitled to a Change Order equitably addressing such impacts. In the event that a delay caused by CGI materially impacts the Project Schedule or the State's costs, the State will be entitled to a Change Order equitably addressing such impacts. Any credits due to the State will be in the form of discretionary hours. If any such hours are unused after 12 months, the State may request a credit on the next Annual Cloud Subscription Fees invoice and CGI will issue the credit at the then-current discretionary hours rate in Section 4 (Discretionary Hours Rates) of Schedule L (Pricing and Payment Schedule).
- There may be additional third-party license and maintenance costs if the State needs to keep the current wvOASIS 3.11.1D environments available post Go Live
- Go-Live will not occur until all Critical and Serious issues are resolved unless otherwise mutually agreed by the parties.

AGREED:

State of West Virginia by Enterprise Resource Planning Board	CGI Technologies and Solutions Inc.
By: Kent Hartsog	**By:**
Printed Name: Kent Hartsog	**Printed Name:** Surabhi Subramanyam
Title: OASIS Executive Director	**Title:** Senior Vice President, Government Solutions
Date: 5.16.2024	**Date:** May 15, 2024

Proprietary Software License Agreement

CGI

CGI TECHNOLOGIES AND SOLUTIONS INC.
PROPRIETARY SOFTWARE LICENSE AGREEMENT

This is a Proprietary Software License Agreement ("Agreement") dated as of December 5, 2011 (the "Effective Date") by and between The State of West Virginia ("Client") having a place of business at 2019 Washington Street, East, Charleston, WV 25305-0130 and CGI Technologies and Solutions Inc. ("CGI"), a Delaware corporation having its principal place of business at 11325 Random Hills Road, Fairfax, Virginia 22030.

1. LICENSE

A. CGI hereby grants to Client a perpetual, nonexclusive, nontransferable license commencing on the Effective Date to use the computer software components (the "Software") and documentation (the "Documentation") listed in *Exhibit A* on the terms and conditions of this Agreement. The term "Software" as used in this Agreement includes any maintenance releases to the Software that may be provided to Client from time to time under a separate maintenance agreement executed by the parties, if any, but specifically excludes any other modifications or customizations to the Software.

B. Client may use the Software only to process the work of the parties set forth in *Exhibit A* and only on the terms and conditions of this Agreement. Client may not use the Software as part of a commercial time-sharing or service bureau operation or in any other resale capacity. Client may use the Documentation solely in support of the Software.

C. This Agreement does not convey to Client title or ownership of the Software and Documentation, but only a right of limited use in accordance with this Agreement. All terms and conditions of this Agreement are material terms of the license granted by this Agreement.

D. The source code version of the CGI Software is installed during implementation; however, the Client's right to access and use such source code shall be pursuant to a source code license arrangement made available to the Client as a maintenance customer under the separate maintenance agreement executed between CGI and Client. Client is otherwise prohibited from using the source code under this Agreement.

2. LICENSE FEE

A. As compensation for the license provided under this Agreement, Client will pay the license fees in accordance with *Exhibit A*.

B. Client is a tax exempt entity and will provide CGI a copy of Client's tax exemption certificate. If Client's tax exempt status is modified or revoked during the term of this Agreement, Client agrees to pay directly or reimburse CGI for any taxes arising out of this Agreement or CGI's performance under this Agreement, excluding taxes on CGI's net income and all employer reporting and payment obligations with respect to its personnel.

C. All fees and expenses are to be paid to CGI in United States Dollars, by wire transfer of funds 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 full within thirty (30) calendar days from the date of the invoice.

CGI



3. NONDISCLOSURE

A. "Confidential Information" means any and all information which is confidential or a trade secret and is furnished or disclosed to Client under this Agreement. The Software and Documentation are Confidential Information of CGI. Confidential Information includes information that is marked as "proprietary," "confidential" or "trade secret", or in some other manner to indicate it is confidential or a trade secret. See WV96a Agreement Addendum for Software, Section 20 Confidentiality.

B. Confidential Information will remain the property of CGI, and Client will not be deemed by virtue of this Agreement or any access to CGI's Confidential Information to have acquired any right, title or interest in or to the Confidential Information. Client agrees: (i) to hold the Confidential Information in strict confidence; (ii) to limit disclosure of the Confidential Information to Client's own employees having a need to know the Confidential Information for the purposes of this Agreement; (iii) not to disclose any Confidential Information to any third party; (iv) to use the Confidential Information solely and exclusively in accordance with the terms of this Agreement in order to carry out its obligations and exercise its rights under this Agreement; and (v) to notify CGI promptly of any unauthorized use or disclosure of the Confidential Information and to cooperate with and assist CGI in every reasonable way to stop or minimize such unauthorized use or disclosure.

C. Client agrees that if a court of competent jurisdiction determines that Client has breached, or attempted or threatened to breach, its confidentiality obligations to CGI or CGI's proprietary rights, money damages will not provide an adequate remedy. Accordingly, CGI will be entitled to seek appropriate injunctive relief and other measures restraining further attempted or threatened breaches of such obligations. Such relief or measures will be in addition to, and not in lieu of, any other rights and remedies available to CGI.

D. If the receiving party receives a subpoena or other valid administrative or judicial notice, or in the case of the Client a request under the West Virginia Freedom of Information Act, 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 all commercially reasonable efforts to secure confidential treatment of any materials disclosed.

4. PERMISSION TO COPY THE SOFTWARE

A. Client may copy the Software for back-up and archival purposes. Client may copy the Documentation to support Client's licensed use of the Software in accordance with this Agreement, subject to any restrictions specified in *Exhibit A*. Any copies Client makes of the Software or Documentation, in whole or in part, are CGI's property.

B. Client agrees not to reverse engineer, decompile, disassemble or extract, as applicable, any ideas, algorithms or procedures from the Software or Documentation for any reason.

C. Client agrees to reproduce and include CGI's copyright, trademark, and other proprietary rights notices on any copies of the Software and Documentation, including partial copies and copied materials in derivative works.

5. LIMITED WARRANTIES AND REMEDIES FOR BREACH OF WARRANTY

A. CGI warrants that, during the Warranty Period specified in *Exhibit A*, performance of the Software will not deviate materially from its specifications as identified in *Exhibit A* (the "Specifications"). A material deviation of the Software from its Specifications is referred to in this Agreement as an "Error." If Client believes there has been a breach of this warranty it must notify CGI in writing within the Warranty Period describing the Error in sufficient detail to enable CGI to recreate it. If there has been a breach of this warranty, then CGI's sole obligation, and Client's exclusive remedy, will be for CGI to correct or modify the Error at no charge. CGI may investigate and correct breaches of warranty at CGI's offices to the extent possible. If Client requires CGI to travel to Client's place of business to correct a breach of warranty that could have reasonably been corrected at CGI's place of business, Client will reimburse CGI for the reasonable travel time and reimbursable expenses of CGI's personnel. If a reported breach of warranty is attributable to a cause other than a breach of this warranty, then CGI will be entitled to payment for its investigation and correction efforts on a time and materials basis at CGI's then-current rates.

B. CGI warrants that the Software and Documentation do not 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 Client making allegations that, if true, would constitute a breach of this warranty, then CGI will, at its own expense and subject to the provisions of Section 7.B, defend, indemnify and hold Client 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 Client to continue using the allegedly infringing item(s) or replace or modify the item(s) to resolve such proceeding. If CGI finds that neither of these alternatives is available to it on commercially reasonable terms, CGI may require Client to return the allegedly infringing item(s), in which case Client will receive a refund of the amounts paid by it for the returned item(s), less a reasonable adjustment for depreciation of the returned item(s).

This Section 5.B states CGI's entire obligation to Client and Client's exclusive remedy with respect to any claim of infringement and is in lieu of any implied warranties of non-infringement or non-interference with use and enjoyment of information.

C. CGI is not responsible for any claimed breaches of the foregoing warranties caused by: (i) modifications made to the Software or Documentation by anyone other than CGI and its subcontractors working at CGI's direction; (ii) the combination, operation or use of the Software or Documentation with any items that CGI did not supply; (iii) Client's failure to use any new or corrected versions of the Software or Documentation made available by CGI; or (iv) CGI's adherence to Client's specifications or instructions.



D. CGI does not warrant that the Software will be error-free or that its operation will be uninterrupted. Client acknowledges that it is responsible for the results obtained from use of the Software, including without limitation the completeness, accuracy and content of such results.

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

6. LIMITATION OF LIABILITY

A. See WV96a Agreement Addendum for Software, Section 13, Limitation of Liability.

B. See WV96a Agreement Addendum for Software, Section 13, Limitation of Liability.

C. The foregoing limitations do not apply to the payment of settlements, costs, damages and legal fees referred to in Sections 5.B(1) or 7.A. The limitations of liability set forth in this Section 6 will survive and apply notwithstanding the failure of any limited or exclusive remedy for breach of warranty set forth in this Agreement.

7. INDEMNIFICATION

A. CGI will, at its own expense and subject to the provisions of Section 7.B, defend, indemnify and hold Client harmless from and against all liabilities, claims, losses, damages, costs and expenses (including reasonable attorneys' fees) for personal injury and damage to tangible property to the extent arising out of CGI's negligence or intentional tortious conduct.

B. CGI's indemnification obligations specified in this Agreement are conditioned upon the Client promptly notifying CGI in writing of the proceeding, providing CGI a copy of all notices received by Client with respect to the proceeding, cooperating with the CGI in defending or settling the proceeding, and allowing CGI to control the defense and settlement of the proceeding, including the selection of attorneys. The Client may observe the proceeding and confer with CGI at its own expense.

8. TERMINATION

A. See WV96a Agreement Addendum for Software, Section 14. If CGI believes that the Client has materially failed to perform a fundamental obligation under this Agreement (a "Breach"), then CGI may provide written notice directed to the Client describing the alleged Breach in reasonable detail and containing a reference to this Section 8.A. If the Client does not, within thirty (30) calendar days after receiving such written notice, 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 CGI party may terminate this Agreement for cause by written notice to the Client. If Client breaches the restrictions imposed under Section 1 or its nondisclosure obligations under Section 3, CGI will have the right, without affecting any other rights and remedies CGI may have, to terminate

this Agreement immediately upon written notice to Client. Termination of this Agreement will be in addition to, and not in lieu of, other remedies available to the terminating party under this Agreement.

B. Within thirty (30) calendar days after the expiration or termination of this Agreement for any reason, Client must, at CGI's option, either deliver to CGI or destroy the original and all copies (including partial copies) of the Software, the Documentation, all CGI Confidential Information, and any other materials provided by CGI under this Agreement, including copied portions contained in derivative works, and certify in writing to CGI that Client has fully performed its obligations under this paragraph.

C. Any provision of this Agreement that imposes or contemplates continuing obligations on a party will survive the expiration or termination of this Agreement, including but not limited to Sections 3 and 6.

9. LAW AND DISPUTES

A. See WV96a Agreement Addendum for Software, Section 1 Disputes and Section 3 Governing Law.

B. See WV96a Agreement Addendum for Software, Section 1 Disputes.

C. At the written request of either party, the parties will attempt to resolve any dispute arising under or relating to this Agreement through the informal means described in this Section 9.C. Each party will appoint a senior management representative who does not devote substantially all of his or her time to performance under this 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.

D. No proceeding, regardless of form, arising out of or related to this 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. GENERAL

A. Any legal notice or other communication required or permitted to be made or given by either party pursuant to this Agreement will be in writing, in English, and will be deemed to have been duly given: (I) five (5) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; (II) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of the notice is promptly sent by another means

specified in this section; or (iii) when delivered if delivered personally or sent by express courier service. All notices will be sent to the other party at its address as set forth below or at such other address as the party may specify in a notice given in accordance with this section.

In the case of Client:	with a copy of legal notices to:
West Virginia Enterprise Resource Planning Board 1900 Kanawha Boulevard, East State Capitol, Building 1, Room W-100 Charleston, WV 25305 Attn: Todd Childers Fax (304) 558-5200 Phone: (304)380-9186 email: Todd.Childers@wvsto.gov	_____ _____ _____ Attn: _____ Fax: _____ Phone: _____
In the case of CGI:	with a copy of legal notices to:
CGI Technologies and Solutions Inc. 11325 Random Hills Road Fairfax, Virginia 22030 Attn: Daniel A. Kraus, Vice President Phone: 703-267-8000 Fax: 703-267-8641	CGI Technologies and Solutions Inc. 11325 Random Hills Road, 8th Floor Fairfax, Virginia 22030 Attn: Office of General Counsel Fax: 703-267-7388

B. Neither party shall be liable for any damages for delays or failure in performance under the Agreement caused by acts or conditions beyond its reasonable control, without its fault or negligence, which could not have reasonably foreseen or prevented by reasonable precautions. Such acts or conditions (each a "Force Majeure") shall include, but not be limited to: acts of God or of the public enemy; civil war; insurrections or riots; acts of war; acts of government; acts of terrorism; fires; floods; storms; explosions; earthquakes or accidents; unusually severe weather; epidemics or public health restrictions; strikes or labor troubles causing cessation, slowdown or interruption of work; failures or fluctuations in electrical power, heat, light, air conditioning or telecommunication equipment; and other similar events, or any event referred to above preventing a subcontractor from performing its obligations under a subcontract. In the event of a Force Majeure, (i) the party experiencing the Force Majeure shall exercise due diligence in endeavoring to overcome any Force Majeure impediments to its performance and shall provide prompt notice to the other party of the Force Majeure; and (ii) the time for performance shall be extended by a period equal to the delay caused by the Force Majeure and, if warranted, the fees payable to CGI shall be equitably adjusted.

C. Client may not assign or otherwise transfer this Agreement without CGI's prior written consent, which will not be unreasonably withheld. Any purported assignment in violation of the preceding sentence will be void. This Agreement will be binding upon the parties' respective successors and permitted assigns.

D. This Agreement constitutes the entire agreement between the parties, and supersedes all other prior or contemporaneous communications between the parties (whether written or oral) relating to the subject matter of this Agreement. See WV96a Agreement Addendum for Software, Section 21 Amendments.

CGI



E. The provisions of this 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 this 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.

F. 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 this Agreement.

G. During the term of this 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 this Agreement, unless the hiring party obtains the written consent of the other party. For purposes of this provision, "Affiliate" means any other entity that directly or indirectly controls, or is under common control with, or is controlled by, the party. 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).

H. 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)

By: Caroline H. Rapking

Name: Caroline H. Rapking

Title: Vice President – Global Public Sector

Date: December 1, 2011

The State of West Virginia (Client)

(See Attached Signature Page)

EXHIBIT A

CGI Technologies and Solutions Inc.
Proprietary Software License Agreement

1. **Licensed Software.** CGI is licensing to Client the following computer software components, comprising the Software:

AMS Advantage® Financial Management System 3 (Linux, Oracle) including the following modules:

- Financial Management Base System
- Project and Grants Management
- Treasury Accounting
- Cost Allocation
- Asset Management
- Grants lifecycle

AMS Advantage Procurement System including the following modules:

- Procurement Manager
- Vendor Self Service – VSS
- Inventory Management

AMS Advantage Performance Budgeting:

- Budget Formulation
- Salary and Benefit Forecasting
- Budget Book Publishing
- Performance Budgeting

AMS Advantage Human Resource Management System including the following modules:

- Human Resources
- Payroll Management
- Payroll Accounting Management
- Position Control
- Employee Self Service
- Benefits Administration

AMS InfoAdvantage
- AMS InfoAdvantage Server Bundle
- Dashboard

CGI is providing to Client one (1) copy of the Software on machine-readable media.

2. **Licensed Documentation.** The Specifications for the Software are as set forth in the following documentation which CGI will deliver to Client, and which is collectively referred to in this Agreement as the "Documentation":

- Web-based Advantage Financial – VSS System Administration Guide
- Web-based Advantage Financial – Vendor Self Service Users Guide
- Web-based Advantage Financial – Users Guide

Web-based Advantage Financial – Upgrade Overview Guide
Web-based Advantage Financial – Upgrade Manager User Guide
Web-based Advantage Financial – Treasury Accounting User Guide
Web-based Advantage Financial – System Overview
Web-based Advantage Financial – System Administration Guide
Web-based Advantage Financial – Procurement User Guide
Web-based Advantage Financial – Performance Tuning
Web-based Advantage Financial – Global Attributes User Guide
Web-based Advantage Financial – Getting Started Guide
Web-based Advantage Financial – Fixed Assets User Guide
Web-based Advantage Financial – Financial System Administration Guide
Web-based Advantage Financial – Developer Guide
Web-based Advantage Financial – Administration Installation Guide Part 5
Web-based Advantage Financial – Administration Installation Guide Part 3
Web-based Advantage Financial – Administration Installation Guide Part 2
Web-based Advantage Financial – Administration Installation Guide Part 1
Web-based Advantage HRM – User Guide
Web-based Advantage HRM – Upgrade Overview Guide
Web-based Advantage HRM – System Overview Guide
Web-based Advantage HRM – System Administration Guide
Web-based Advantage HRM – Performance Tuning Guide
Web-based Advantage HRM – Payroll Engine System Admin Guide
Web-based Advantage HRM – Payroll Engine Developer Guide
Web-based Advantage HRM – HRM System Administration Guide
Web-based Advantage HRM – HRM Installation Guide Part 4
Web-based Advantage HRM – HRM Installation Guide Part 1
Web-based Advantage HRM – Getting Started Guide
Web-based Advantage HRM – ESS User Guide
Web-based Advantage HRM – Developer Guide
Web-based Advantage HRM – Administration Installation Guide Part 3
Web-based Advantage HRM – Administration Installation Guide Part 2
Web-based Advantage HRM – Administration Installation Guide Part 5
Web-based Advantage HRM – 2004 Tax Reporting Supplement
infoAdvantage – Installation Guide
infoAdvantage – Budget Structure ETL Guide
infoAdvantage – Developer Guide
InfoAdvantage – Universes Reports Guide
infoAdvantage – System Administration Guide
3rd Party Documentation as applicable

The Documentation is included with the Software on machine-readable media.

3. License Type. The Software is licensed to Client on the following basis:

Site License. Client is permitted to use the Software at the computer facility or facilities listed below with the exception of AMS infoAdvantage which is a named user license (or server license if Server Bundle). In the event of the failure of the computers at the listed location(s), Client may use the Software at a back-up computer facility in the same country until operations at the primary facility have been restored.

WVOT Data Center

Capitol Complex
1900 Kanawha Blvd East
Building 6, Room B-110
Charleston, WV 253045

OR

Braxton Technology Center
89 Richard D. Minnich Drive STE 103
Sutton, WV 26601

Additionally, Client may use the Software at CGI's data center at 10007 South 51st Street, Phoenix, AZ 85044, as defined in the Contract effective December 5, 2011 for the period of time specified in the corresponding Statement of Work.

Server License. Client is permitted to use the Software on servers.

Should Client desire to use the Software for additional named users or at additional facilities, as the case may be, Client may purchase additional licenses at CGI's then-current prices.

4. Work That May Be Processed. Client may only use the Software to process Client's own work. CLIENT MAY ONLY USE THE AMS infoADVANTAGE SOFTWARE WITH AMS ADVANTAGE DATABASES.

5. License Fee. The license specified in Section 1 of this Exhibit is granted to Client for a License Fee of $5,091,053.

Licensed Software	License Fee
Previously Licensed CGI Software	N/A
AMS Advantage Software specified in Section 1 of this Exhibit	$5,091,053
Bundled Software Products	$2,757,950
Total License Fees	$7,849,003

The License Fee is payable as follows:

100% upon execution of this Agreement

CGI shall submit invoices to the following:

Mr. Todd Childers, CPA, MPA
WV OASIS Project Director
1615 Washington Street, East, Suite 301
Charleston, WV 25301

6. Warranty Period. The Warranty Period for the Software referred to in section 5.A of this Agreement is a period of three (3) months beginning on the date CGI has successfully completed CGI's standard installation test following delivery of the Software to the Client.

7. Bundled Software Products. Included in the license fees set forth in Section 5 of this Exhibit A are the license fees for certain bundled software products (the "Bundled Software Products") required to be used in connection with the Software. CGI is providing the following Bundled Software Products to Client:

Adobe Present Central Pro - 2 production and 1 non-production printer output licenses

Adobe Present Output Designer – 2 Named User Licenses

Adobe Framemaker – 4 Named User Licenses

Adobe RoboHelp® Office – 2 Named User Licenses

Borland SilkPerformer (600 1 week – 300 1 week) – 1 Named User License *[Governed by Shrink-wrap License]*

Business Objects Enterprise Unrestricted Bundle – 4 CPU Premium License

- Business Objects Web Intelligence Server – 4 CPU, Unlimited Users
- Broadcast Agent Scheduler – 4 CPU. Unlimited Users
- Broadcast Agent Publisher – 4 CPU. Unlimited Users
- Business Objects Designer – 4 CPU. Unlimited Users
- Business Objects Supervisor – 4 CPU, Unlimited Users

Convey Compliance Systems 1099 Convey – Desktop, 20,000 1099s processed annually *[Governed by Shrink-wrap License]*

Crystal Xcelsius Enterprise Developer – 10 Named User Licenses *[Governed by Shrink-wrap License]*

Delta XML Limited DeltaXML – 1 Site License

Finite Matters PatternStream – 1 Named User License

HP System Reporter – 2 SAN Licenses *[Governed by Shrink-wrap License]*

HP Recovery Manager Oracle – 2 SAN Licenses *[Governed by Shrink-wrap License]*

HP Recovery Manager vSphere – 2 SAN Licenses *[Governed by Shrink-wrap License]*

IBM WebSphere Network Deployment Edition – 3780 IBM Processor Value Units

IBM WebSphere Standard Edition – 800 IBM Processor Value Units

IBM WebSphere Process Server – 70 IBM Processor Value Units

JIRA – 30 Named User Licenses *[Governed by Shrink-wrap License]*

McAfee Antivirus – 25 Servers *[Governed by Shrink-wrap License]*

Meridian Knowledge Centre® Suite – 50,000 Employees

Micro Focus Net or Server Express Developer (Linux) – 4 Named User Licenses

Micro Focus Application Server (production and non-production)(Linux) – 50,000 Employees

Oracle Database Enterprise Edition – 108 Processors *[Governed by Shrink-wrap License]*

Oracle Partitioning – 108 Processors *[Governed by Shrink-wrap License]*

Oracle Real Application Clusters One Node – 12 Processors *[Governed by Shrink-wrap License]*

Oracle Diagnostics Pack – 108 Processors *[Governed by Shrink-wrap License]*

Oracle Tuning Pack – 108 Processors *[Governed by Shrink-wrap License]*

Perforce - 15 Named User Licenses *[Governed by Shrink-wrap License]*

Pervasive® Data Integrator Pro Developer™ - 5 Pack Named User License

Pervasive Data Integrator Pro Engine™ (production and non-production) - 2 Cores License (multi-threaded)

Pervasive Data Integrator Universal Edition Developer – 2 Named User Licenses

Pitney Bowes – 1 Site License *[Governed by Shrink-wrap License]*

Red Hat Enterprise Linux – 41 OSIs *[Governed by Shrink-wrap License]*

Versata Logic Server – 1 Site License

Versata Logic Studio – 4 Named User Licenses
VMWare vSphere Enterprise – 22 CPUs *[Governed by Shrink-wrap License]*
VMWare vCenter Server – 2 SAN Licenses *[Governed by Shrink-wrap License]*
VMWare vCenter Site Recovery Manager – 23 VMs *[Governed by Shrink-wrap License]*
Windows Server 2008 R2 – 25 OSIs

All rights of Client in and to the Bundled Software Products will be governed by the terms and conditions of this Agreement, unless otherwise specified above. The terms of the WV-96A Agreement Addendum for ERP Software (Rev. 11/11) shall prevail in the event of any conflicts and CGI will indemnify the State for claims by a Bundled Software licensor as a result of the WV-96A Agreement Addendum for ERP Software (Rev. 11/11) taking precedence over the terms in the applicable Shrink-Wrap License above. CGI does not itself give or make any warranty of any kind with respect to the Bundled Software Products. Changes in the Software which CGI may make from time to time may make it necessary for Client to acquire, at its own expense, updated versions of the Bundled Software Products or additional Bundled Software Products.

8. **Additional Terms.** Once the Talent Management module, powered by the hosted version Enterprise, within the AMS Advantage Human Resource Management System, has been live in a production environment for a period of one (1) year, Client shall have the option to convert to an on-site license of Enterprise to be located at Client's site. If Client elects this option, it shall provide seven (7) months prior written notice to CGI and acknowledges that there will be additional third party software licensing, hardware, conversion and support costs, as well as additional requirements in connection with converting to a Managed On-Site Enterprise license.

WV-96A
Rev. 11/11

AGREEMENT ADDENDUM FOR ERP SOFTWARE

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.

2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.

3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.

4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.

5. **PAYMENT** - Any references to prepayment are deleted. *Fees for software licenses, subscriptions, or maintenance are payable annually in advance. Payment for services will be in arrears.*

6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.

7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.

8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.

9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.

10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.

11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.

12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.

13. **LIMITATION OF LIABILITY** - *The Vendor's liability to the State, and its indemnification of the State for actual direct damages resulting from any acts or omissions attributable to the Vendor under this contract resulting from this RFP, shall be limited, in the aggregate for all claims, to two(2) times the value of this contract. This limitation applies to all causes of action, including without limitation, breach of contract, breach of warranty, negligent acts, but specifically shall not apply to criminal acts, intentional torts or fraudulent conduct of the Vendor. The State will not indemnify the Vendor for damages caused by the Vendor's own actions or negligence, or those of third parties.* Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.

14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination. *In such event, Agency will not be entitled to a refund of any software license, subscription of maintenance fees paid.*

15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.

16. **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.

17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.

18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.

19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.

20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.

21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

STATE OF WEST VIRGINIA

(See Attached Signature Page)

VENDOR: CGI Technologies and Solutions Inc.

Signed: Caroline H. Rapley

Title: Vice President - Global Public Sector

Date: December 1, 2011

Approved as to form prior to signature this 16th day of November, 2011 by Deputy Attorney General

Amendment No. 1 to the Proprietary Software License Agreement Between CGI Technologies and Solutions Inc. and the West Virginia Enterprise Resource Planning Board on behalf of the State of West Virginia

This Amendment No. 1 (Amendment 1) is dated July 16, 2013 pursuant to the Proprietary Software License Agreement between the West Virginia Enterprise Resource Planning Board on behalf of the State of West Virginia (the "State") and CGI Technologies and Solutions Inc. ("CGI"), and is effective December 5, 2011 ("Effective Date").

WHEREAS, the State and CGI have agreed to certain changes to Proprietary Software License Agreement Exhibit A, to remove certain Software licenses from the Bundled Software Products;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Section 7 of the Proprietary Software License Agreement Exhibit A, Bundled Software Products, is hereby modified to delete the license for Meridian Learning Knowledge Center® Suite.

Except as modified by this Amendment 1, all provisions of the original Contract remain in full force and effect.

[remainder of page intentionally blank]

Each party has caused its authorized representative to execute this Amendment 1 as of the Effective Date.

CGI Technologies and Solutions Inc.

By: _____

Name: Daniel Keene

Title: Vice President, Consulting Services

West Virginia Enterprise Resource Planning Board on behalf of the State of West Virginia

By: _____

Name: Earl Ray Tomblin

Title: Governor

By: _____

Name: Glen B. Gainer, III

Title: State Auditor

By: _____

Name: John D. Perdue

Title: State Treasurer

Amendment No. 2 to the Proprietary Software License Agreement Between CGI Technologies and Solutions Inc. and the West Virginia Enterprise Resource Planning Board on behalf of the State of West Virginia

This Amendment No. 2 ("Amendment 2") is dated September 30, 2013 pursuant to the Proprietary Software License Agreement between the West Virginia Enterprise Resource Planning Board on behalf of the State of West Virginia (the "State") and CGI Technologies and Solutions Inc. ("CGI"), and is effective December 5, 2011 ("Effective Date").

WHEREAS, the State and CGI have agreed to certain changes to Proprietary Software License Agreement Exhibit A, to add certain Software licenses to the Bundled Software Products;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

I. Section 1 of the Proprietary Software License Agreement Exhibit A, Licensed Software, is hereby modified to add:

CGI Advantage Performance Budgeting (Budget Formulation and Performance Budgeting only – excludes Salary and Benefit Forecasting) for Capital Program Management System (CPMS).

II. Section 5 of the Proprietary Software License Agreement Exhibit A, Licensed Fee, is hereby increased by $66,628 as follows:

Licensed Software	License Fee
Previously Licensed CGI Software	N/A
CGI Advantage Software specified in Section 1 of this Exhibit	$5,157,581
Bundled Software Products	$2,757,950
Total License Fees	$7,915,531

Except as modified by this Amendment 2, all provisions of the original Contract remain in full force and effect.

(remainder of page intentionally blank)

Each party has caused its authorized representative to execute this Amendment 2 as of the Effective Date.

CGI Technologies and Solutions Inc.

By: _____

Name: Daniel Keene

Title: Vice President, Consulting Services

West Virginia Enterprise Resource Planning Board on behalf of the State of West Virginia

By: _____

Name: Earl Ray Tomblin

Title: Governor

By: _____

Name: Glen B. Gainer, III

Title: State Auditor

By: _____

Name: John D. Perdue

Title: State Treasurer

CGI

EXHIBIT B to Amendment 9

CGI Technologies and Solutions Inc.
Proprietary Software License Agreement

1. Licensed Software. CGI is licensing to Client the following computer software components comprising the Software:

CGI Advantage® Financial Management System 3 (Linux, Oracle) including the following modules:

- Financial Management Base System
- Project and Grants Management
- Treasury Accounting
- Cost Allocation
- Asset Management
- Inventory Management
- Grant Lifecycle Management

CGI Advantage Procurement System including the following modules:

- Advantage Procurement Professional
- Vendor Self Service (VSS)

CGI Advantage Performance Budgeting:

- Budget Formulation
- Salary and Benefit Forecasting
- Budget Book Publishing
- Performance Budgeting

CGI Advantage Human Resource Management System including the following modules:

- Advantage Human Resource Base System
- Payroll Management
- Payroll Accounting Management
- Position Control
- Employee Self Service
- Benefits Administration

CGI InfoAdvantage

- CGI InfoAdvantage Server Bundle
- CGI InfoAdvantage
- InfoAdvantage Dashboard

CGI is providing to Client one (1) copy of the Software on machine-readable media.

2. Licensed Documentation. The Specifications for the Software specified in Section 1 of this Exhibit, are as set forth in the documentation available for download on the CGI website (https://eo.cgi.com/advantage/) or packaged with the Software installation; referred to in this Agreement as the "Documentation."

Documentation for Bundled or Additional Third Party Software is available on the applicable third party website.

3. License Type. The Software is licensed to Client on the following basis:

Site License. Client is permitted to use the Software at the computer facility or facilities

CGI

listed below with the exception of CGI InfoAdvantage, which is a named user license (or server license if Server Bundle). In the event of the failure of the computers at the listed location(s), Client may use the Software at a back-up computer facility in the same country until operations at the primary facility have been restored.

WVOT Data Center
Capitol Complex
1900 Kanawha Blvd
East Building 6, Room B-110
Charleston, WV 253045

OR

Braxton Technology Center
89 Richard D. Minnich Drive, STE 103
Sutton, WV 26601

Additionally, Client may use the Software at CGI's data center at 10007 South 51st Street, Phoenix, AZ 85044 as defined in the Contract effective December 6, 2011 for the period of time specified in the corresponding Statement of Work.

Should Client desire to use the Software for additional named users or at additional facilities, Client may purchase additional licenses at CGI's then-current prices.

4. **Work that May be Processed.** Client may only use the Software to process Client's own work. CLIENT MAY ONLY USE THE CGI InfoADVANTAGE SOFTWARE WITH CGI ADVANTAGE DATABASES.

5. **License Fee.** The licenses specified in Section 1 and Section 7 of this Exhibit B, have been granted to Client for License Fees previously paid. New License fees for Bundled Software Products noted in Section 8 of this Exhibit are included in Attachment A. The Software added with this Amendment is accepted upon execution of this Amendment.
CGI shall submit invoices to the following:

Mr. Kent Hartsog
WV OASIS Project Director
312 Maccorde Ave
Charleston, WV 25314

6. **Warranty Period.** The Warranty Period for the Software referred to in Section 1 of this Agreement is a period of three (3) months beginning on the date CGI has successfully completed CGI's standard installation test following delivery of the Software to the Client.

7. **Bundled Software Products.** Included in the license fees set forth in Section 6 of this Exhibit B is the license fees for certain bundled software products (the "Bundled Software Products") required to be used in connection with the Software. CGI is providing the following Bundled Software Products to Client:

Adobe RoboHelp® Office - 2 Named User Licenses

Borland SilkPerformer - 500 users 1 week, 300 users 1 week *[Governed by Shrink-wrap License]*

Business Objects Enterprise & WebIntelligence Unrestricted Bundle - 4 CPU Premium License

CGI

SAP Business Objects Xcelsius Enterprise Interactive Viewing Unrestricted - 4 CPU
SAP Business Objects Xcelsius Enterprise Designer Unrestricted - 10 Named Users
[Governed by Shrink- wrap License]

Convey Compliance Systems 1099 Convey- Desktop, 20,000 1099s processed annually
[Governed by Shrink-wrap License]

Delta XML Limited DeltaXML - 1 Site License

Microsoft Windows Server 2012 Datacenter – 3
Microsoft Windows Server 2012 Standard Edition – 2

MapQuest – Enterprise Edition

IBM WebSphere Application Server Standard Edition - 800 IBM PVU

Micro Focus Server Express Developer (Linux) - 4 Named User Licenses
Micro Focus Server for COBOL Production & Non Production (Linux) – <50,000 Employees

Oracle Database Enterprise Edition - 108 Processors *[Governed by Shrink-wrap License]*
Oracle Partitioning- 108 Processors *[Governed by Shrink-wrap License]*
Oracle Real Application Clusters One Node- 108 Processors *[Governed by Shrink-wrap License]*
Oracle Diagnostics Pack- 108 Processors *[Governed by Shrink-wrap License]*
Oracle Tuning Pack- 108 Processors *[Governed by Shrink-wrap License]*
Perforce- 15 Named User Licenses *[Governed by Shrink-wrap License]*

Pervasive® Data Integrator Pro Developer TM - 5 Pack Named User License
Pervasive Data Integrator Pro Engine TM (production and non-production) - 2 Cores License (multi-threaded)
Pervasive Data Integrator Universal Edition Developer - 2 Named User Licenses
Data Integrator Universal Edition Engine – 2 Licenses (2 core each)

Pitney Bowes Universal Address Module – Production and non-production – Unlimited Users – 1 License *[Governed by Shrink-wrap License]*

RedHat Enterprise Linux - SVR Premium Subscription - 1-2 SKT 1 Guest - 10
Red Hat - SVR Premium Subscription - 1-2 SKT U/L Guests - 4

Versata Logic Server - 1 Site License
Versata Logic Studio - 4 Named User Licenses

Newly Added with this Amendment

CGI

IBM WebSphere App Server Network Deployment – 350 PVU Full Capacity
RedHat JBoss with Management – Premium – Production – 2-core
RedHat JBoss with Management – Premium – Non- Production – 2-core
[RedHat JBOSS Terms provided as Attachment 2 to Exhibit B]

Eclipse BIRT Engine – Production – 2-Core
Eclipse BIRT Engine – Non-Production – 2-Core
Unlimited copies of BIRT Designer are included with BIRT Modules

Upgraded with this Amendment

IBM WebSphere App Server Network Deployment - 6250 PVU Full Capacity
[IBM Terms provided as Attachment 1 to Exhibit B]

Additional Changes with this Amendment

JIRA - 250 Named User Licenses *[Governed by Shrink-wrap License]*
Downgrading from 500 – 250 Users

Licensed Bundled Software Products with Cancelled Maintenance Services

Adobe Framemaker – 4 Named User Licenses – maintenance services cancelled December 2014

Finite Matters PatternStream – 1 Named User License – maintenance services cancelled December 2014

OpsHub Sync Pac – 0-250 Users – maintenance services cancelled March 2016

IBM WebSphere Process Server for Multi Platforms - 70 IBM PVU – maintenance services cancelled March 2016

JEMH Plugin for JIRA, 100-500 Users Upgrade Commercial License – maintenance services cancelled March 2016

McAfee Antivirus - 25 Users – maintenance services cancelled March 2016

Adobe Present Central Pro - 2 production and 1 non-production printer output licenses – maintenance services cancelled June 30, 2016

Adobe Present Output Designer - 2 Named User Licenses - maintenance services cancelled June 30, 2016

All rights of Client in and to the Bundled Software Products will be governed by the terms and conditions of this Agreement, unless otherwise specified above. The terms of the WV -96A Agreement Addendum for ERP Software (Rev. 11/11) shall prevail in the event of any conflicts and CGI will indemnify the State for claims by a Bundled Software licensor as a result of the WV - 96A Agreement Addendum for ERP Software (Rev. 11/11) taking precedence over the terms in the applicable Shrink-Wrap License above. CGI does not itself give or make any warranty of any kind with respect to the Bundled Software Products. In addition, the Bundled Software Products may contain or require the use of open source products. Any open source products incorporated in, or used with, the Software are subject to the applicable open source license agreement. Violation by Client of the additional supplier terms and conditions attached to this Exhibit B may result in termination of Client's right to use the applicable Bundled Software Products under this Agreement. Such termination or changes in the Software which CGI may make from time to time may make it necessary for Client to acquire, at its own expense, updated versions of the Bundled Software Products or additional Bundled Software Products.

CGI

8. **Additional Terms.** Once the Talent Management module, powered by the hosted version Enterprise, within the AMS Advantage Human Resource Management System, has been live in a production environment for a period of one (1) year, Client shall have the option to convert to an on-site license of Enterprise to be located at Client's site. If Client elects this option, it shall provide seven (7) months prior written notice to CGI and acknowledges that there will be additional third party software licensing, hardware, conversion and support costs, as well as additional requirements in connection with converting to a Managed On-Site Enterprise license.

Agreed to and initialed for identification by:

(Client) (CGI)

Amendment 4 to the Proprietary Software License Agreement
Exhibit A

Replace Exhibit A in its entirety with the following:

1. **Licensed Software**. CGI is licensing to Client the following computer software components comprising the Software:

CGI Advantage® Financial Management System 9 (Linux, Oracle) including the following modules:

- Financial Management Base System
- Treasury Accounting
- Asset Management
- Inventory Management
- Grant Lifecycle Management
- Advantage 1099 Reporting -- Added with this Amendment 14

CGI Advantage Procurement System including the following modules:

- Advantage Procurement Professional
- Vendor Self Service (VSS)

CGI Advantage Performance Budgeting

CGI Advantage Human Resource Management System including the following modules:

- Advantage Human Resource Base System
- Employee Self Service

CGI InfoAdvantage

- CGI InfoAdvantage Server Bundle
- InfoAdvantage
- InfoAdvantage Dashboard

CGI is providing to Client one (1) copy of the Software on machine-readable media.

2. **Licensed Documentation**. The Specifications for the Software specified in Section 1 of this Exhibit, are as set forth in the documentation available for download on the CGI website (https://ec.cgi.com/advantage/) or packaged with the Software installation; referred to in this Agreement as the "Documentation."

Documentation for Bundled or Additional Third Party Software is available on the applicable third party website.

3. **License Type**. The Software is licensed to Client on the following basis:

Site License. Client is permitted to use the Software at the computer facility or facilities listed below with the exception of CGI InfoAdvantage, which is a named user license (or server license if Server Bundle). In the event of the failure of the computers at the listed location(s), Client may use the Software at a back-up computer facility in the same country until operations at the primary facility have been restored.

WVOT Data Center
Capitol Complex
1900 Kanawha Blvd
East Building 6, Room B-110

CGI

Charleston, WV 253045

OR

Braxton Technology Center
89 Richard D. Minnich Drive, STE 103
Sutton, WV 26601

Additionally, Client may use the Software at CGI's data center at 10007 South 51st Street, Phoenix, AZ 85044 as defined in the Contract effective December 5, 2011 for the period of time specified in the corresponding Statement of Work.

Should Client desire to use the Software for additional named users or at additional facilities, Client may purchase additional licenses at CGI's then-current prices.

4. Work that May be Processed. Client may only use the Software to process Client's own work. CLIENT MAY ONLY USE THE CGI InfoADVANTAGE SOFTWARE WITH CGI ADVANTAGE DATABASES.

5. License Fee. The licenses specified in Section 1 and Section 7 of this Exhibit, have been granted to Client for License Fees previously paid. New License fees for Bundled Software Products noted in Section 7 of this Exhibit are $86,691.14, which are due and payable upon execution of this Amendment and included in Attachment A. The Software added with this Amendment is accepted upon execution of this Amendment.
CGI shall submit invoices to the following:

Mr. Kent Hartsog
WV OASIS Project Director
312 Maccorcle Ave
Charleston, WV 25314

6. Warranty Period. The Warranty Period for the Software referred to in Section 1 of this Agreement is a period of three (3) months beginning on the date CGI has successfully completed CGI's standard installation test following delivery of the Software to the Client.

7. Bundled Software Products. Included in the license fees set forth in Section 5 of this Exhibit B is the license fees for certain bundled software products (the "Bundled Software Products") required to be used in connection with the Software. CGI is providing the following Bundled Software Products to Client:

Adobe RoboHelp® Office - 2 Named User Licenses

Business Objects Enterprise & WebIntelligence Unrestricted Bundle - 4 CPU Premium License

SAP Business Objects Xcelsius Enterprise Interactive Viewing Unrestricted - 4 CPU
SAP Business Objects Xcelsius Enterprise Designer Unrestricted - 10 Named Users
[Governed by Shrink- wrap License]

Delta XML Limited DeltaXML - 1 Site License
[Delta XML License Terms provided as Attachment 1 to this Exhibit A]

Microsoft Windows Server Datacenter Edition -2 cores, Microsoft Qualified, Open

CGI

License, Single Language – 24
Microsoft Windows Server Standard Edition - 2 cores, Open License, Single Language - 16

MapQuest – Enterprise Edition 1,000,000 to 2,500,000 transactions annually
[Governed by Shrink-wrap License]

Micro Focus Server Express Developer (Linux) - 4 Named User Licenses
Micro Focus Server for COBOL Production & Non Production (Linux) – <50,000 Employees
[Micro Focus Terms provided as Attachment 2 to this Exhibit A]

Oracle Database Enterprise Edition - 108 Processors *[Governed by Shrink-wrap License]*
Oracle Partitioning - 108 Processors *[Governed by Shrink-wrap License]*
Oracle Real Application Clusters One Node - 12 Processors *[Governed by Shrink-wrap License]*
Oracle Diagnostics Pack - 108 Processors *[Governed by Shrink-wrap License]*
Oracle Tuning Pack - 108 Processors *[Governed by Shrink-wrap License]*

Perforce - 15 Named User Licenses *[Governed by Shrink-wrap License]*

Actian (formerly Pervasive) Data Integrator Professional Developer TM – 5 Pack Named User License
Actian (formerly Pervasive) Data Integrator Professional Engine TM (production and non-production) - 2 Cores License (multi-threaded)
Actian (formerly Pervasive) Data Integrator Universal Edition Developer - 2 Named User Licenses
Actian (formerly Pervasive) Data Integrator Universal Edition Engine, Production – 2 Licenses (2 core each)
[Actian Terms provided as Attachment 3 to this Exhibit A]

Pitney Bowes Universal Address Module – Production and non-production – Unlimited Users – 1 License *[Governed by Shrink-wrap License]*

RedHat Enterprise Linux - Premium Subscription - 1 Guest - 10
Red Hat - Premium Subscription – 4
RedHat JBoss with Management – Premium – Production – 2-core
RedHat JBoss with Management – Premium – Non- Production – 2-core

Versata Logic Server - 1 Site License
Versata Logic Studio - 4 Named User Licenses

Eclipse BIRT Engine – Production – 2-Core
Eclipse BIRT Engine – Non-Production – 2-Core
Unlimited copies of BIRT Designer are included with BIRT Modules
[Eclipse Terms provided as Attachment 5 to this Exhibit A]

JIRA - 250 Named User Licenses *[Governed by Shrink-wrap License]*

Changes to Bundled Software Products with this Amendment
New - RedHat JBoss with Management – Premium – Production – 52-core
New - RedHat JBoss with Management – Premium – Non- Production – 60-core

CGI

Trade In - Actian Data Integrator Universal Edition Engine, Production – 2 Licenses (2 core each) for a (1) 4-Core Actian Data Integrator Universal Edition Engine, Production
New - Actian Data Integrator Universal Edition Engine, Production – 4 Core
New - Actian Data Integrator Universal Edition Developer - 2 Named User Licenses

Upgrade - Micro Focus Server for COBOL Production & Non Production (Linux) – <50,000 Employees to Micro Focus Visual COBOL Production & Non Production (Linux) <50,000 employees
Upgrade - Micro Focus Server Express Developer (Linux) - 4 Named User Licenses to Micro Focus Visual COBOL for Eclipse (Linux or Win) – 4 Named Users
New - Micro Focus Lease Server for COBOL Linux - Non Prod 5.1 – 1 license <50,000 employees, expires 12 months after license key is provided
New - Micro Focus Lease Server Express – 1 license, expires 6 months after license key is provided

Client has chosen to discontinue Maintenance Services on the following Bundled Software Products:
Adobe Framemaker – 4 Named User Licenses – maintenance services cancelled December 2014

Finite Matters PatternStream – 1 Named User License – maintenance services cancelled December 2014

OpsHub Sync Pac – 0-250 Users – maintenance services cancelled March 2016
IBM WebSphere Process Server for Multi Platforms - 70 IBM PVU – maintenance services cancelled March 2016

JEMH Plugin for JIRA, 100-500 Users Upgrade Commercial License – maintenance services cancelled March 2016

McAfee Antivirus - 26 Users – maintenance services cancelled March 2016

Adobe Present Central Pro - 2 production and 1 non-production printer output licenses – maintenance services cancelled June 30, 2016
Adobe Present Output Designer - 2 Named User Licenses - maintenance services cancelled June 30, 2016

Borland SilkPerformer - 600 users 1 week, 300 users 1 week *[Governed by Shrink-wrap License] – Limited time license, no longer active*

Meridian Knowledge Center Suite – 50,000 employees– maintenance cancelled in Amendment 2.

Convey Compliance Systems 1099 Convey- Desktop, 20,000 1099s processed annually – *Cancelled with this Amendment 14*

All rights of Client in and to the Bundled Software Products will be governed by the terms and conditions of this Agreement, unless otherwise specified above. The terms of the WV -96A Agreement Addendum for ERP Software (Rev. 11/11) shall prevail in the event of any conflicts and CGI will indemnify the State for claims by a Bundled Software licensor as a result of the WV -

CGI

96A Agreement Addendum for ERP Software (Rev. 11/11) taking precedence over the terms in the applicable Shrink-Wrap License above. CGI does not itself give or make any warranty of any kind with respect to the Bundled Software Products. In addition, the Bundled Software Products may contain or require the use of open source products. Any open source products incorporated in, or used with, the Software are subject to the applicable open source license agreement. Violation by Client of the additional supplier terms and conditions attached to this Exhibit B may result in termination of Client's right to use the applicable Bundled Software Products under this Agreement. Such termination or changes in the Software which CGI may make from time to time may make it necessary for Client to acquire, at its own expense, updated versions of the Bundled Software Products or additional Bundled Software Products.

Agreed to and initialed for identification by:

_____	RJC
(Client)	(CGI)

CGI

Amendment 5 to the Proprietary Software License Agreement

Exhibit A

Replace Exhibit A in its entirety with the following:

1. **Licensed Software.** CGI is licensing to Client the following computer software components comprising the Software:

   CGI Advantage® Financial Management System 3 (Linux, Oracle) including the following modules:
   - Financial Management Base System
   - Treasury Accounting
   - Asset Management
   - Inventory Management
   - Grant Lifecycle Management
   - Advantage 1099 Reporting

   CGI Advantage Procurement System including the following modules:
   - Advantage Procurement Professional
   - Vendor Self Service (VSS)

   ~~CGI Advantage Performance Budgeting~~

   CGI Advantage Human Resource Management System including the following modules:
   - Advantage Human Resource Base System
   - Employee Self Service

   CGI InfoAdvantage
   - CGI InfoAdvantage Server Bundle
   - InfoAdvantage
   - InfoAdvantage Dashboard

   CGI is providing to Client one (1) copy of the Software on machine-readable media.

2. **Licensed Documentation.** The Specifications for the Software specified in Section 1 of this Exhibit, are as set forth in the documentation available for download on the CGI website (https://ac.cgi.com/advantage/) or packaged with the Software installation; referred to in this Agreement as the "Documentation."

   Documentation for Bundled or Additional Third Party Software is available on the applicable third party website.

3. **License Type.** The Software is licensed to Client on the following basis:

   Site License. Client is permitted to use the Software at the computer facility or facilities listed below with the exception of CGI InfoAdvantage, which is a named user license (or server license if Server Bundle). In the event of the failure of the computers at the listed location(s), Client may use the Software at a back-up computer facility in the same country until operations at the primary facility have been restored.

   WVOT Data Center
   Capitol Complex

CGI

1900 Kanawha Blvd
East Building 6, Room B-110
Charleston, WV 253045

OR
837 Chestnut Ridge Rd
Morgantown, WV 26505

Additionally, Client may use the Software at CGI's data center at 10007 South 51st Street, Phoenix, AZ 85044 as defined in the Contract effective December 5, 2011 for the period of time specified in the corresponding Statement of Work.

Should Client desire to use the Software for additional named users or at additional facilities, Client may purchase additional licenses at CGI's then-current prices.

4. Work that May be Processed. Client may only use the Software to process Client's own work. CLIENT MAY ONLY USE THE CGI InfoADVANTAGE SOFTWARE WITH CGI ADVANTAGE DATABASES.

5. License Fee. The licenses specified in Section 1 and Section 7 of this Exhibit A, have been granted to Client for License Fees previously paid. No License Fees are due and payable for the additional Bundled Software Products added upon execution of this Amendment. The Software added with this Amendment is accepted upon execution of this Amendment. CGI shall submit invoices to the following:

Mr. Kent Hartsog
WV OASIS Project Director
1007 Bullitt Street, Suite 400
Charleston, WV 26301

6. Warranty Period. The Warranty Period for the Software referred to in Section 1 of this Agreement is a period of three (3) months beginning on the date CGI has successfully completed CGI's standard installation test following delivery of the Software to the Client. CGI does not itself give or make any warranty of any kind with respect to the Bundled Software Products.

7. Bundled Software Products. CGI is providing the following Bundled Software Products to Client:

Adobe RoboHelp® Office - 2 Named User Licenses

Business Objects Enterprise & WebIntelligence Unrestricted Bundle - 4 CPU Premium License

SAP Business Objects Xcelsius Enterprise Interactive Viewing Unrestricted - 4 CPU
SAP Business Objects Xcelsius Enterprise Designer Unrestricted - 10 Named Users
[Governed by Shrink- wrap License]

Microsoft Windows Server Datacenter Edition -2 cores, Microsoft Qualified, Open License, Single Language – 24
Microsoft Windows Server Standard Edition - 2 cores, Open License, Single Language - 16

MapQuest – Enterprise Edition 1,000,000 to 2,500,000 transactions annually
[Governed by Shrink-wrap License]

CGI

Micro Focus Visual COBOL Production (Linux) <50,000 employees – 1 License
Micro Focus Visual COBOL Non Production (Linux) <50,000 employees – 1 License
Micro Focus Visual COBOL for Eclipse (Linux or Win) – 4 Named Users
Micro Focus Lease Server for COBOL Linux – Non Prod 5.1 – 1 license <50,000 employees, expires 12 months after license key is provided (5/23/2020)
Micro Focus Lease Server Express – 1 license, expires 5 months after license key is provided (5/23/2020)
[Micro Focus Terms provided as Attachment 2 to Exhibit A of Amendment 14]

Oracle Database Enterprise Edition - 72 Processors *[Governed by Shrink-wrap License]*
Oracle Partitioning - 72 Processors *[Governed by Shrink-wrap License]*
Oracle Real Application Clusters One Node - 12 Processors *[Governed by Shrink-wrap License]*
Oracle Diagnostics Pack - 72 Processors *[Governed by Shrink-wrap License]*
Oracle Tuning Pack - 72 Processors *[Governed by Shrink-wrap License]*

Perforce - 15 Named User Licenses *[Governed by Shrink-wrap License]*

Actian (formerly Pervasive) Data Integrator Professional Developer TM - 5 Pack Named User License
Actian (formerly Pervasive) Data Integrator Professional Engine TM (production and non-production) – 2 Cores License (multi-threaded)
Actian (formerly Pervasive) Data Integrator Universal Edition Developer – 4 Named User Licenses
Actian (formerly Pervasive) Data Integrator Universal Edition Engine, Production – 4 Core - 1License
Actian Data Integrator Universal Edition Engine, Non-Production – 4 Core – 1 License
[Actian Terms provided as Attachment 3 Exhibit A of Amendment 14]

Pitney Bowes Universal Address Module – Production and non-production – Unlimited Users – 1 License *[Governed by Shrink-wrap License]*

RedHat Enterprise Linux Server (Physical or Virtual Nodes) - Premium Subscription - – 10 Licenses
Red Hat Enterprise Linux for Virtual Data Centers - Premium Subscription – 4 Licenses
RedHat JBoss with Management – Premium – Production – 64 core
RedHat JBoss with Management – Premium – Non- Production – 66 core

Versata Logic Server - 1 Site License
Versata Logic Studio - 4 Named User Licenses

Eclipse BIRT Engine – Production – 2 Core
Eclipse BIRT Engine – Non-Production – 2 Core
Unlimited copies of BIRT Designer are included with BIRT Modules
[Eclipse Terms provided as Attachment 5 to Exhibit A of Amendment 14]

JIRA - 250 Named User Licenses *[Governed by Shrink-wrap License]*

Changes to Bundled Software Products with this Amendment 16
Oracle Advanced Compression - Processor Perpetual – Quantity 32
[Oracle License and Services Agreement (OLSA) provided as Attachment 1 of this Amendment 16]

Delta XML Limited DeltaXML - 1 Site License – maintenance services cancelled with this

CGI

Amendment 16

IBM Websphere Application Server Network Deployment – 5600 PVU – maintenance services to be cancelled October 2020

Oracle Database Enterprise Edition – reduction of 36 Processors
Oracle Partitioning – reduction of 36 Processors
Oracle Diagnostics Pack – reduction of 36 Processors
Oracle Tuning Pack – reduction of 36 Processors
This reduction is to correct a clerical error contained in previous versions of the Proprietary Software License Agreement regarding the number of Processors. Per an audit from Oracle and CGI, the correct number of Processors that has been paid for and is in use is 72, not 108.

Client has chosen to discontinue Maintenance Services on the following Bundled Software Products:
Adobe Framemaker – 4 Named User Licenses – maintenance services cancelled December 2014

Finite Matters PatternStream – 1 Named User License – maintenance services cancelled December 2014

OpsHub Sync Pac – 0-250 Users – maintenance services cancelled March 2016
IBM WebSphere Process Server for Multi Platforms - 70 IBM PVU – maintenance services cancelled March 2016

JEMH Plugin for JIRA, 100-500 Users Upgrade Commercial License – maintenance services cancelled March 2016

McAfee Antivirus - 26 Users – maintenance services cancelled March 2016

Adobe Present Central Pro - 2 production and 1 non-production printer output licenses – maintenance services cancelled June 30, 2016
Adobe Present Output Designer - 2 Named User Licenses - maintenance services cancelled June 30, 2016

Borland SilkPerformer - 600 users 1 week, 300 users 1 week *[Governed by Shrink-wrap License] – Limited time license, no longer active*

Meridian Knowledge Center Suite – 50,000 employees– maintenance cancelled in Amendment 2.

Convey Compliance Systems 1099 Convey- Desktop, 20,000 1099s processed annually – *Cancelled with Amendment 14*

All rights of Client in and to the Bundled Software Products will be governed by the terms and conditions of this Agreement, unless otherwise specified herein. Except for the Oracle Advanced Compression licenses which are governed by the terms of Amendment 16, the terms of the WV - 96A Agreement Addendum for ERP Software (Rev. 11/11) shall prevail in the event of any conflicts and CGI will indemnify the State for claims by a Bundled Software licensor as a result of the WV -96A Agreement Addendum for ERP Software (Rev. 11/11) taking precedence over the terms in the applicable Shrink-Wrap License above. CGI does not itself give or make any warranty of any kind with respect to the Bundled Software Products. In addition, the Bundled Software Products may contain or require the use of open source products. Any open source

products incorporated in, or used with, the Software are subject to the applicable open source license agreement. Violation by Client of the additional supplier terms and conditions attached to this Exhibit A may result in termination of Client's right to use the applicable Bundled Software Products under this Agreement. Such termination or changes in the Software which CGI may make from time to time may make it necessary for Client to acquire, at its own expense, updated versions of the Bundled Software Products or additional Bundled Software Products.

Agreed to and initialed for identification by:

_____	_____
(Client)	(CGI)

CGI

Amendment 6 to the Proprietary Software License Agreement

Exhibit A

Replace Exhibit A in its entirety with the following:

1. Licensed Software. CGI is licensing to Client the following computer software components comprising the Software:

CGI Advantage® Financial Management System 3 (Linux, Oracle) including the following modules:

- Financial Management Base System
- Treasury Accounting
- Asset Management
- Inventory Management
- Grant Lifecycle Management
- Advantage 1099 Reporting

CGI Advantage Procurement System including the following modules:

- Advantage Procurement Professional
- Vendor Self Service (VSS)
- Vendor Self Service (VSS) 4 Solution Pack
- Grantor Extensions

CGI Advantage Performance Budgeting

CGI Advantage Human Resource Management System including the following modules:

- Advantage Human Resource Base System
- Employee Self Service

CGI InfoAdvantage

- CGI InfoAdvantage Server Bundle
- InfoAdvantage
- InfoAdvantage Dashboard

CGI Advantage Case Management System – Limited use license for grants only (up to 250 users)

CGI OnCue360 – Limited use subscription for grants only

CGI is providing to Client one (1) copy of the CGI Advantage Software on machine-readable media.

Licensed Documentation. The Specifications for the CGI Advantage Software specified in Section 1 of this Exhibit, are as set forth in the documentation available for download on the CGI website (https://ac.cgi.com/advantage/) or packaged with the Software installation; referred to in this Agreement as the "Documentation."

Documentation for Bundled or Additional Third Party Software is available on the

CGI

applicable third party website.

2. License Type. The Software is licensed to Client on the following basis:

Site License. Client is permitted to use the Software at the computer facility or facilities listed below with the exception of CGI InfoAdvantage, which is a named user license (or server license if Server Bundle). In the event of the failure of the computers at the listed location(s), Client may use the Software at a back-up computer facility in the same country until operations at the primary facility have been restored.

WVOT Data Center
Capitol Complex
1900 Kanawha Blvd
East Building 6, Room B-110
Charleston, WV 253045

OR

837 Chestnut Ridge Rd
Morgantown, WV 26505

Additionally, Client may use the Software at CGI's data center at 10007 South 51st Street, Phoenix, AZ 85044 as defined in the Contract effective December 5, 2011 for the period of time specified in the corresponding Statement of Work.

Should Client desire to use the Advantage Software for additional named users or at additional facilities, non-grant use cases, or instances for Case Management, client may purchase additional licenses at CGI's then-current prices.

3. Work that May be Processed. Client may only use the Software to process Client's own work. Client may only use the CGI InfoAdvantage software with the CGI Advantage databases.

4. License Fee. The licenses specified in Section 1 and Section 7 of this Exhibit A, have been granted to Client for License Fees previously paid. No License Fees are due and payable for the additional Bundled Software Products added upon execution of this Amendment. The Software added with this Amendment is accepted upon execution of this Amendment. CGI shall submit invoices to the following:

Mr. Kent Hartsog
WV OASIS Project Director
1007 Bullitt Street, Suite 400
Charleston, WV 25301

5. Warranty Period. The Warranty Period for the Software referred to in Section 1 of this Agreement is a period of three (3) months beginning on the date CGI has successfully completed CGI's standard installation test following delivery of the Software to the Client. CGI does not itself give or make any warranty of any kind with respect to the Bundled Software Products.

6. Bundled Software Products. CGI is providing the following Bundled Software Products

CGI

to Client:

Adobe RoboHelp® Office - 2 Named User Licenses

Business Objects Enterprise & WebIntelligence Unrestricted Bundle - 4 CPU Premium License

SAP Business Objects Xcelsius Enterprise Interactive Viewing Unrestricted - 4 CPU
SAP Business Objects Xcelsius Enterprise Designer Unrestricted - 10 Named Users
[Governed by Shrink- wrap License]

Microsoft Windows Server Datacenter Edition -2 cores, Microsoft Qualified, Open License, Single Language – 24
Microsoft Windows Server Standard Edition - 2 cores, Open License, Single Language - 16

MapQuest – Enterprise Edition 1,000,000 to 2,500,000 transactions annually
[Governed by Shrink-wrap License]

Micro Focus Visual COBOL Production (Linux) <50,000 employees – 1 License
Micro Focus Visual COBOL Non Production (Linux) <50,000 employees – 1 License
Micro Focus Visual COBOL for Eclipse (Linux or Win) – 4 Named Users
Micro Focus Lease Server for COBOL Linux - Non Prod 5.1 – 1 license <50,000 employees, expires 12 months after license key is provided (5/3/2020)
Micro Focus Lease Server Express – 1 license, expires 6 months after license key is provided (5/3/2020)
[Micro Focus Terms provided as Attachment 2 to Exhibit A of Amendment 14]

Oracle Database Enterprise Edition - 72 Processors *[Governed by Shrink-wrap License]*
Oracle Partitioning - 72 Processors *[Governed by Shrink-wrap License]*
Oracle Real Application Clusters One Node - 12 Processors *[Governed by Shrink-wrap License]*
Oracle Diagnostics Pack - 72 Processors *[Governed by Shrink-wrap License]*
Oracle Tuning Pack - 72 Processors *[Governed by Shrink-wrap License]*

Perforce - 15 Named User Licenses *[Governed by Shrink-wrap License]*

DataConnect 11 Flex - 1 Batch Eng, Prod (Sub) – 3 Server Licenses
DataConnect 11 Flex - 1 Batch Eng - Dev/Test (Sub) includes 5 Developers – 1 Server License
DataConnect 11 Flex - 1 Batch Eng, HS/DR (Sub) – 3 Server Licenses
DataConnect 11 Flex - 1 Dev User, Prod (Sub) – 8 Named User Licenses

Pitney Bowes Universal Address Module – Production and non-production Unlimited Users – 1 License *[Governed by Shrink-wrap License]*

RedHat Enterprise Linux Server (Physical or Virtual Nodes) - Premium Subscription – 10 Licenses
Red Hat Enterprise Linux for Virtual Data Centers - Premium Subscription – 5 Licenses
RedHat JBoss with Management – Premium – Production – 64 core

CGI

RedHat JBoss with Management – Premium – Non- Production – 66 core

Versata Logic Server - 1 Site License
Versata Logic Studio - 4 Named User Licenses

Eclipse BIRT Engine – Production – 2 Core
Eclipse BIRT Engine – Non-Production – 2 Core
Unlimited copies of BIRT Designer are included with BIRT Modules
[Eclipse Terms provided as Attachment 5 to Exhibit A of Amendment 14]

JIRA - 250 Named User Licenses *[Governed by Shrink-wrap License]*

Oracle Advanced Compression - Processor Perpetual – Quantity 32
[Oracle License and Services Agreement (OLSA) provided as Attachment 1 of Amendment 16]

Delta XML Limited DeltaXML - 1 Site License – maintenance services cancelled with Amendment 16

IBM Webaphere Application Server Network Deployment – 5600 PVU – maintenance services to be cancelled October 2020

Oracle Database Enterprise Edition – reduction of 36 Processors
Oracle Partitioning – reduction of 36 Processors
Oracle Diagnostics Pack – reduction of 36 Processors
Oracle Tuning Pack – reduction of 36 Processors
This reduction is to correct a clerical error contained in previous versions of the Proprietary Software License Agreement regarding the number of Processors. Per an audit from Oracle and CGI, the correct number of Processors that has been paid for and is in use is 72, not 108.

Client has chosen to discontinue Maintenance Services on the following Bundled Software Products:
Adobe Framemaker – 4 Named User Licenses – maintenance services cancelled December 2014

Finite Matters PatternStream – 1 Named User License – maintenance services cancelled December 2014

OpsHub Sync Pac – 0-250 Users – maintenance services cancelled March 2016
IBM WebSphere Process Server for Multi Platforms - 70 IBM PVU - maintenance services cancelled March 2016

JEMH Plugin for JIRA, 100-500 Users Upgrade Commercial License – maintenance services cancelled March 2016

McAfee Antivirus - 26 Users – maintenance services cancelled March 2016

Adobe Present Central Pro - 2 production and 1 non-production printer output licenses – maintenance services cancelled June 30, 2016

CGI

Adobe Present Output Designer - 2 Named User Licenses - maintenance services cancelled June 30, 2016

Borland SilkPerformer - 800 users 1 week, 300 users 1 week *[Governed by Shrink-wrap License] – Limited time license, no longer active*

Meridian Knowledge Center Suite – 50,000 employees– maintenance cancelled in Amendment 2.

Convey Compliance Systems 1099 Convey- Desktop, 20,000 1099s processed annually – *Cancelled with Amendment 14*

All rights of Client in and to the Bundled Software Products will be governed by the terms and conditions of this Agreement, unless otherwise specified herein. Except for the Oracle Advanced Compression licenses which are governed by the terms of Amendment 16, the terms of the WV -96A Agreement Addendum for ERP Software (Rev. 11/11) shall prevail in the event of any conflicts and CGI will indemnify the State for claims by a Bundled Software licensor as a result of the WV -96A Agreement Addendum for ERP Software (Rev. 11/11) taking precedence over the terms in the applicable Shrink-Wrap License above. CGI does not itself give or make any warranty of any kind with respect to the Bundled Software Products. In addition, the Bundled Software Products may contain or require the use of open source products. Any open source products incorporated in, or used with, the Software are subject to the applicable open source license agreement. Violation by Client of the additional supplier terms and conditions attached to this Exhibit A may result in termination of Client's right to use the applicable Bundled Software Products under this Agreement. Such termination or changes in the Software which CGI may make from time to time may make it necessary for Client to acquire, at its own expense, updated versions of the Bundled Software Products or additional Bundled Software Products.

Agreed to and initialed for identification by:

(Client) (CGI)

Schedule A – CGI Advantage Solution License Terms

This Schedule A is effective upon the effective date of the Agreement. The Proprietary Software License Agreement between the Parties of December 5, 2011, as amended (the "PSLA") is incorporated into this Agreement as modified by this Schedule A, and is included in full in Exhibit 1. By entering into this Agreement, the parties agree to replace Exhibit A of the PSLA, as amended, with this Schedule A. Except as modified by this Schedule A, the PSLA remains in full force and effect. The State has a perpetual, nonexclusive, nontransferable license to use the computer software components listed below as detailed in the PSLA. In accordance with the provisions of the Agreement and the PSLA, and the terms and conditions of the Proprietary Software Maintenance Agreement, incorporated into the Agreement as Schedule B, CGI shall provide maintenance services including all components listed below.

1. Licensed Software. CGI is licensing to Client the following computer software components comprising the Software:

CGI Advantage® Financial Management System including the following modules:

- CGI Advantage Financial Management Base System
- CGI Advantage Treasury Accounting
- CGI Advantage Asset Management
- CGI Advantage Inventory Management
- CGI Advantage Grant Lifecycle Management
- CGI Advantage 1099 Reporting
- CGI Advantage Travel and Expense Management
- CGI Advantage State Reciprocal Program
- CGI Advantage Debt Management
  - -The State has the option to implement this module pursuant to Section 7.5 of the Agreement

CGI Advantage Procurement System including the following modules:

- CGI Advantage Procurement Professional
- CGI Advantage Vendor Self Service (VSS)
- CGI Advantage Grantor Extensions

CGI Advantage Performance Budgeting

CGI Advantage Human Resource Management System including the following modules:

- CGI Advantage Human Resource Base System
- CGI Advantage Employee Self Service
- CGI Advantage Manager Self Service

-The State has the option to implement this module pursuant to Section 7.5 of the Agreement

CGI InfoAdvantage

CGI InfoAdvantage Dashboard

CGI Advantage Case Management System – Limited use license for up to 10 use cases including grants (up to 2,500 users)

CGI OnCue360 – Limited use subscription for up to 10 use cases including grants

CGI is providing to Client one (1) copy of the CGI Advantage Software on machine-readable media.

2. Licensed Documentation. The Specifications for the CGI Advantage Software specified in Section 1 of this Schedule, are as set forth in the documentation available for download on the CGI website (https://sc.cgi.com/advantage/) or packaged with the Software installation; referred to in this Agreement as the "Documentation."

Documentation for Bundled or Additional Third Party Software is available on the applicable third party website.

3. License Type. The Software is licensed to Client on the following basis:

Site License. Client is permitted to use the Software at the computer facility or facilities listed below with the exception of CGI InfoAdvantage, which is a named user license (or server license if Server Bundle). In the event of the failure of the computers at the listed location(s), Client may use the Software at a back-up computer facility in the same country until operations at the primary facility have been restored.

WVSAO Data Center
Capitol Complex
1900 Kanawha Blvd. E.
Building 1, Room W-130
Charleston, WV 25305

OR

837 Chestnut Ridge Rd
Morgantown, WV 26505

Additionally, Client may use the Software at CGI's data center at 10007 South 51st Street, Phoenix, AZ 85044 during the term of the Agreement.

Should Client desire to use the Advantage Software for additional named users or at additional facilities, Client may purchase additional licenses at CGI's then-current prices. In addition, the Client may purchase additional use cases for CGI Case Management or OnCue360 pursuant to Section 7.3 of the Agreement.

4. **Work that May be Processed.** Client may only use the Software to process Client's own work. Client may only use the CGI InfoAdvantage software with the CGI Advantage databases.

5. **License Fee.** The licenses specified in Section 1 and Section 7 of this Schedule A, have been granted to Client for License Fees previously paid. No License Fees are due and payable for the additional Bundled Software Products added upon execution of this Agreement. The Software added with this Agreement is accepted upon execution of this Agreement. CGI shall submit invoices via email or US mail to the following:

Mr. Kent Hartsog
WV OASIS Project Director
Capitol Complex
1900 Kanawha Blvd. E.
Building 1, Room W-100
Charleston, WV 25305
Email: kent.hartsog@wvsao.gov

6. **Bundled Software Products.** CGI is providing the following Bundled Software Products to Client:

Adobe RoboHelp® Office - 2 Named User Licenses

Business Objects Enterprise & WebIntelligence Unrestricted Bundle - 4 CPU Premium License
SAP Business Objects Xcelsius Enterprise Interactive Viewing Unrestricted - 4 CPU
SAP Business Objects Xcelsius Enterprise Designer Unrestricted - 10 Named Users
[Governed by Shrink-wrap License]

Microsoft Windows Server Datacenter Edition -2 cores, Microsoft Qualified, Open License, Single Language – 24
Microsoft Windows Server Standard Edition - 2 cores, Open License, Single Language - 16

MapQuest – Enterprise Edition 1,000,000 to 2,500,000 transactions annually (see note immediately following)
[Governed by Shrink-wrap License]
Upon go-live of Travel and Expense Management, MapQuest will be replaced by Google Maps as set forth in the Travel and Expense Management contract.

Micro Focus Visual COBOL Production (Linux) <50,000 employees – 1 License
Micro Focus Visual COBOL Non Production (Linux) <50,000 employees – 1 License
Micro Focus Visual COBOL for Eclipse (Linux or Win) – 4 Named Users

Micro Focus Lease Server for COBOL Linux - Non Prod 5.1 – 1 license <50,000 employees, expires 12 months after license key is provided (5/3/2020)
Micro Focus Lease Server Express – 1 license, expires 5 months after license key is provided (5/3/2020)
[Micro Focus Terms provided as Attachment 2 to Exhibit A of Amendment 14]

Oracle Database Enterprise Edition - 72 Processors *[Governed by Shrink-wrap License]*
Oracle Partitioning - 72 Processors *[Governed by Shrink-wrap License]*
Oracle Real Application Clusters One Node - 12 Processors *[Governed by Shrink-wrap License]*
Oracle Diagnostics Pack - 72 Processors *[Governed by Shrink-wrap License]*
Oracle Tuning Pack - 72 Processors *[Governed by Shrink-wrap License]*

Perforce - 15 Named User Licenses *[Governed by Shrink-wrap License]*

DataConnect 11 Flex - 1 Batch Eng, Prod (Sub) – 3 Server Licenses
DataConnect 11 Flex - 1 Batch Eng - Dev/Test (Sub) includes 5 Developers – 1 Server License
DataConnect 11 Flex - 1 Batch Eng, HS/DR (Sub) – 3 Server Licenses
DataConnect 11 Flex - 1 Dev User, Prod (Sub) – 8 Named User Licenses

Pitney Bowes Universal Address Module – Production and non-production – Unlimited Users – 1 License *[Governed by Shrink-wrap License]*

RedHat Enterprise Linux Server (Physical or Virtual Nodes) - Premium Subscription – 10 Licenses
Red Hat Enterprise Linux for Virtual Data Centers - Premium Subscription – 5 Licenses
RedHat JBoss with Management – Premium – Production – 54 core
RedHat JBoss with Management – Premium – Non- Production – 66 core

Versata Logic Server - 1 Site License
Versata Logic Studio - 4 Named User Licenses

Eclipse BIRT Engine – Production – 2 Core
Eclipse BIRT Engine – Non-Production – 2 Core
Unlimited copies of BIRT Designer are included with BIRT Modules
JIRA - 250 Named User Licenses *[Governed by Shrink-wrap License]*

Bundled Software Products Added with this Agreement:

SUSE Rancher – 1 Management Server and up to 14 Worker Nodes

CMI Timeclocks System Management Software – 1 License to support all Timeclocks

- -The State has the option to purchase Time Clocks, and associated System Manager Software, pursuant to Section 7.2 of the Agreement
- -Time Clock System Manager Software will be provided if and as ordered by the State, based on the actual number of Time Clocks purchased pursuant to the State's option

OpenText PunchOut - ALLOY Platform

- -The State has the option to purchase the ability to implement Punch Out catalogs pursuant to Section 7.1 of the Agreement
- -The OpenText PunchOut - ALLOY Platform will be provided if and as ordered by the State, based on the Number of Suppliers purchased pursuant to the State's option

Bundled Software Products Discontinued with this Agreement:

Under this Agreement CGI will no longer provide maintenance support on the following items:

-Oracle Advanced Compression – Processor Perpetual – Quantity 32
-All items listed in Attachment 1 to Amendment 16 – Additional Products

All rights of Client in and to the Bundled Software Products will be governed by the terms and conditions of this Agreement, unless otherwise specified herein. The terms of the WV -96A Agreement Addendum for ERP Software (Rev. 11/11) shall prevail in the event of any conflicts and CGI will indemnify the State for claims by a Bundled Software licensor as a result of the WV -96A Agreement Addendum for ERP Software (Rev. 11/11) taking precedence over the terms in the applicable Shrink-Wrap License above. CGI does not itself give or make any warranty of any kind with respect to the Bundled Software Products. In addition, the Bundled Software Products may contain or require the use of open source products. Any open source products incorporated in, or used with, the Software are subject to the applicable open source license agreement. Such termination or changes in the Software which CGI may make from time to time may make it necessary for Client to acquire, at its own expense, updated versions of the Bundled Software Products or additional Bundled Software Products.

Proprietary Software Maintenance Agreement



CGI TECHNOLOGIES AND SOLUTIONS INC.
PROPRIETARY SOFTWARE MAINTENANCE AGREEMENT

This is a Proprietary Software Maintenance Agreement ("Agreement") dated as of December 5, 2011 (the "Effective Date") by and between The State of West Virginia ("Client") having a place of business at 2019 Washington Street, East, Charleston, WV 25305-0130, and CGI Technologies and Solutions Inc. ("CGI"), a Delaware corporation having its principal place of business at 11325 Random Hills Road, Fairfax, Virginia 22030.

1. DEFINITIONS

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

A. "Documentation" means the documentation provided by CGI for the Software pursuant to the License Agreement.

B. "Enhancements" means changes or additions to the Software which CGI develops and makes available at no additional charge to all licensees of the Software who are under then-current maintenance agreements.

C. "Software incident" means a material deviation of the Software from the specifications for the Software identified in the License Agreement.

D. "License Agreement" means the license agreement specified in *Exhibit A* pursuant to which CGI licensed the Software to Client.

E. "Maintenance Period" means the initial term of this Agreement or any subsequent renewal period. The initial term and each renewal period is a separate Maintenance Period. The initial Maintenance Period is specified in *Exhibit A*. Each renewal Maintenance Period, if any, will be a period of twelve (12) months.

F. "Software" means the software specified in *Exhibit A*.

2. MAINTENANCE

A. CGI Standard Support and Maintenance Services provide the Client with the required ongoing enhancements to the Software to address functional and technical changes. Specifically, the Standard Support and Maintenance Services provide these major components:

- Internet access through our secure web site, *eAccess* (https://support.cgi-gms.com/advantage/), to a variety of 24x7 support materials.
- Help Desk Support with direct phone, email, and web support on the baseline products through the CGI Client Support Center. Standard hours of operation are 8 am EST to 9 pm EST Monday-Friday. CGI can be reached at 800-321-0267 via phone and https://support.cgi-gms.com/advantage/ via our online support website.
- Software incident corrections to the Software.
- Software releases are provided periodically to address technical and functional compatibility with system software and ongoing regulatory changes and changes to business practices. Documentation updates are provided as part of each release. Additional Software incident corrections will be included in releases, as dictated by testing requirements and the magnitude of the required change.

- Enhancements to the Software are provided in new releases of the AMS Advantage solution.
- Membership to the AMS Advantage User Group. Membership provides the option to participate in various user group activities such as the annual CGI Forum, regional User Group meetings and voting for the User Group Steering Committee that works closely with CGI on a variety of client issues and concerns. Membership also provides such site the option of proposing a candidate for election to the User Group Steering Committee.

CGI will support the following features of the AMS Advantage solution:

- The system components that the Client is currently contracted for and is paying maintenance on;
- The third-party software component releases that are compatible with the currently supported version of the AMS Advantage solution;
- The documented features of the AMS Advantage Software, as listed on the delivered on-line documentation and help files;
- All standard baseline features of the system, including configuration tables (e.g. Required Elements) of the AMS Advantage Software, that DO NOT include infrastructure or other programming code changes. Any client-specific configuration tables will not be supported.
- Prioritizations of all issues and software incidents according to the following schedule:

Severity	Definition
1 - Critical	A problem with CGI supported Software causing critical impact to the client's business operation. No workaround is immediately available and work using the Software can not continue.
2 - Serious	A problem with CGI supported Software causing significant impact to the client's business operation. A workaround is available but is unacceptable on a long term basis.
3 - Moderate	A problem with CGI supported Software that impairs some functionality, but a practical workaround exists.
4 - Minor	A problem that does not affect any functionality of the Software.

B. CGI may, at its option, investigate and correct suspected software incidents at CGI's offices to the extent possible. If CGI's personnel travel to Client's place of business at Client's request to perform maintenance services, Client will pay CGI for the travel time and the reasonable travel and other out-of-pocket expenses of CGI's personnel. If a suspected software incident is attributable to a cause other than the Software as delivered by CGI, then Client will pay for CGI's work on a time-and-materials basis. If the Software module containing the software incident has been modified by non-CGI personnel, CGI will charge Client on a time-and-materials basis at CGI's then-current hourly rates for analyzing and fixing the software incident in Client's version, and for any installation assistance Client requires.

C. At the expiration of the initial Maintenance Period stated in this Agreement, Client may buy maintenance services for the Software for subsequent Maintenance Periods in which

CGI

CGI is offering maintenance services, at CGI's then current prices. Client may obtain such maintenance services only if (i) Client has paid the maintenance fee for all prior Maintenance Periods; and (ii) Client incorporates into the Software all releases, corrections, and Enhancements to the Software that CGI has made available to Client, no less than two minor software releases prior to current release.

D. All Enhancements and corrections to the Software and Documentation provided by CGI pursuant to this Agreement will become a part of the Software and Documentation for the purposes of the License Agreement at the time they are provided to Client and are hereby licensed to Client as part of the Software and Documentation pursuant to all of the terms and conditions of the License Agreement.

3. PAYMENT TERMS

A. Client will pay, upon execution of this Agreement, the maintenance fees for the Initial Maintenance Period set forth in *Exhibit A*. CGI will provide Client with written notice of and an invoice for the maintenance fees for each subsequent Maintenance Period at least thirty (30) calendar days prior to the expiration of the then-current Maintenance Period. CGI will not be obligated to provide maintenance services in any Maintenance Period (including the Initial Maintenance Period) unless the maintenance fees for the Maintenance Period have been paid in full.

B. All fees and expenses are to be paid to CGI in United States Dollars, by wire transfer of funds 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 full within thirty (30) calendar days from the date Client receives them.

C. Client is a tax exempt entity and will provide CGI a copy of Client's tax exemption certificate. If Client's tax exempt status is modified or revoked during the term of this Agreement, Client agrees to pay directly or reimburse CGI for any taxes arising out of this Agreement or CGI's performance under this Agreement, excluding taxes on CGI's net income. The maintenance fees specified in *Exhibit A* are exclusive of all taxes.

4. WARRANTIES AND REMEDIES FOR BREACH OF WARRANTY

A. CGI warrants that the maintenance services will be performed in a workmanlike manner consistent with industry standards reasonably applicable to the performance of such maintenance services. If Client believes there has been a breach of this warranty and so notifies CGI in writing stating in reasonable detail the nature of the claimed breach within thirty (30) calendar days after the maintenance services are delivered to Client by CGI, then CGI will promptly investigate the matter. If it is determined that there has been a breach of this warranty, then CGI's sole obligation, and Client's exclusive remedy, will be for CGI to correct or re-perform any affected maintenance services as necessary to make them to comply with this warranty. There will be no additional charge to Client for the investigation and correction efforts performed by CGI, except as provided in Section 2.B. If CGI is unable to correct a breach of this warranty after repeated efforts, Client will be entitled to recover its actual damages subject to the limitations and exclusions set forth in Section 6.

B. CGI warrants that the Software and Documentation do 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 Client making allegations that, if true, would constitute a breach of this warranty, then CGI will, at its own expense, settle the claim or defend Client in such proceeding and CGI will pay all settlements, costs, damages and legal fees and expenses finally awarded provided that Client promptly notifies CGI in writing of the proceeding, provides CGI a copy of all information received by Client with respect to the proceeding, cooperates with CGI in defending or settling the proceeding, and allows CGI to control the defense and settlement of the proceeding, including the selection of attorneys. Client may observe the proceeding and confer with CGI at its own expense.

(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 Client to continue using the allegedly infringing item(s) or replace or modify the item(s) to resolve such proceeding. If CGI finds that neither of these alternatives is available to it on commercially reasonable terms, CGI may require Client to return the allegedly infringing item(s), in which case Client will receive a refund of the amounts paid by it for the returned item(s), depreciated on a straight-line basis over a five (5) year period commencing on the date the allegedly infringing item(s) were delivered to Client by CGI.

This Section 4.B states CGI's entire obligation to Client and Client's sole remedy with respect to any claim of infringement.

C. CGI is not responsible for any claimed breaches of the foregoing warranties caused by: (i) modifications made to the Software or Documentation by anyone other than CGI and its subcontractors working at CGI's direction; or (ii) the combination, operation or use of the Software or Documentation with any items that CGI did not supply to Client; or (iii) Client's failure to use any new or corrected versions of the Software or Documentation made available by CGI; or (iv) CGI's adherence to Client's specifications or instructions.

D. CGI does not warrant that the Software will be error-free or that its operation will be uninterrupted. Client acknowledges that it alone is responsible for the results obtained from use of the Software, including without limitation the completeness, accuracy and content of such results. Client acknowledges further that it alone is responsible for independent verification and testing of any such results prior to using them in its business.

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

5. NONDISCLOSURE

Client 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 fallow terms will apply to such access.

A. "Confidential Information". "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 under the Contract Documents (including information exchanged in contemplation of entering into the Contract Documents): (i) in tangible form and marked or designated in writing in a manner to indicate it is confidential or a trade secret; or (ii) in intangible form and that either is of a nature that a reasonable person would understand to be confidential or a trade secret or is identified as confidential or a trade secret in a writing provided to the receiving party within thirty (30) business days after disclosure.

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, or in the case of the Client a request under the West Virginia Freedom of Information Act, 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 all commercially reasonable efforts to secure confidential treatment of any materials disclosed.

E. Return or Destruction. 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.



F. Relief. Each party agrees that if a court of competent jurisdiction determines that the receiving party has breached, or attempted or threatened to breach, any of its confidentiality obligations to the furnishing party or the furnishing party's proprietary rights, money damages will not provide an adequate remedy. Accordingly, the furnishing party will be entitled to seek appropriate injunctive relief and other measures restraining further attempted or threatened breaches of such obligations.

6. LIMITATION OF LIABILITY

A. See WV96a Agreement Addendum for Software, Section 13, Limitation of Liability.

B. See WV96a Agreement Addendum for Software, Section 13, Limitation of Liability.

C. The foregoing limitations do not apply to the payment of settlements, costs, damages and legal fees referred to in Section 4.B(1). The limitations of liability set forth in this Section 6 will survive and apply notwithstanding the failure of any limited or exclusive remedy for breach of warranty set forth in this Agreement. The parties agree that the foregoing limitations will not be deemed to limit any liability to an extent that would not be permitted under applicable law.

7. TERMINATION

A. Either party may terminate this Agreement upon thirty (30) calendar days' prior written notice if the other has materially failed to comply with a fundamental obligation under this Agreement. If the License Agreement is terminated for any reason, this Agreement will automatically terminate on the effective date of the termination of the License Agreement.

B. Client may terminate this Agreement for convenience at any time upon thirty (30) calendar days' prior written notice to CGI. If Client has not paid the maintenance fee for the then current Maintenance Period in full, Client must pay to CGI the remaining balance of such maintenance fee prior to terminating this Agreement.

C. Any provision of this Agreement that imposes or contemplates continuing obligations on a party will survive the expiration or termination of this Agreement, including but not limited to Section 6.

8. LAW AND DISPUTES

A. See WV96a Agreement Addendum for Software Section 1 Disputes and Section 3 Governing Law.

B. Both CGI and Client 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 this Agreement is exported or re-exported directly or indirectly in violation of law.

C. At the written request of either party, the parties will attempt to resolve any dispute arising under or relating to this Agreement through the informal means described in this Section 8.C. Each party will appoint a senior management representative who does not devote substantially all of his or her time to performance under this 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.

D. See WV96a Agreement Addendum for Software, Section 1 Disputes.

E. No proceeding, regardless of form, arising out of or related to this 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.

9. GENERAL

A. Any legal notice or other communication required or permitted to be made or given by either party pursuant to this Agreement will be in writing, in English, and will be deemed to have been duly given: (i) five (5) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; (ii) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of the notice is promptly sent by another means specified in this section; or (iii) when delivered if delivered personally or sent by express courier service. All notices will be sent to the other party at its address as set forth below or at such other address as the party may specify in a notice given in accordance with this section.

In the case of Client:	with a copy of legal notices to:
West Virginia Enterprise Resource Planning Board 1900 Kanawha Boulevard, East State Capitol, Building 1, Room W-100 Charleston, WV 25305 Attn: Todd Childers Fax (304) 558-5200 Phone: (304)380-9186 email: Todd.Childers@wvsao.gov	_____ _____ _____ Attn: _____ Fax: _____ Phone: _____
In the case of CGI:	**with a copy of legal notices to:**
CGI Technologies and Solutions Inc. 11325 Random Hills Road Fairfax, Virginia 22030 Attn: Daniel A. Keane, Vice President Phone: 703-267-8000 Fax: 703-267-8641	CGI Technologies and Solutions Inc. 11325 Random Hills Road, 8th Floor Fairfax, Virginia 22030 Attn: Office of General Counsel Fax: 703-267-7288

B. Neither party shall be liable for any damages for delays or failure in performance under this Agreement caused by acts or conditions beyond its reasonable control, without its fault or negligence, which could not have reasonably foreseen or prevented by

reasonable precautions. Such acts or conditions (each a "Force Majeure") shall include, but not be limited to: acts of God or of the public enemy; civil war; insurrections or riots; acts of war; acts of government; acts of terrorism; fires; floods; storms; explosions; earthquakes or accidents; unusually severe weather; epidemics or public health restrictions; strikes or labor troubles causing cessation, slowdown or interruption of work; failures or fluctuations in electrical power, heat, light, air conditioning or telecommunication equipment; and other similar events, or any event referred to above preventing a subcontractor from performing its obligations under a subcontract. In the event of a Force Majeure, (i) the party experiencing the Force Majeure shall exercise due diligence in endeavoring to overcome any Force Majeure impediments to its performance and shall provide prompt notice to the other party of the Force Majeure; and (ii) the time for performance shall be extended by a period equal to the delay caused by the Force Majeure and, if warranted, the fees payable to CGI shall be equitably adjusted.

C. Neither party may assign or otherwise transfer any right or obligation set forth in this Agreement without the other party's prior written consent, except that if the License Agreement is properly assigned pursuant to the provisions of the License Agreement, this Agreement will be deemed to be assigned to the assignee of the License Agreement. Any purported assignment in violation of the preceding sentence will be void and of no effect. This Agreement will be binding upon the parties' respective successors and permitted assigns.

C. This Agreement constitutes the entire agreement between the parties, and supersedes all other prior or contemporaneous communications between the parties (whether written or oral) relating to the subject matter of this Agreement. See WV96a Agreement Addendum for Software, Section 21 Amendments.

D. The provisions of this 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 this Agreement, for any reason, is declared to be unenforceable, the parties will substitute an enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the parties.

E. No failure or delay by either party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party. If either party waives any right, power or remedy, such waiver will not waive any successive or other right, power or remedy the party may have under this Agreement.

F. During the term of this 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 this Agreement, unless the hiring party obtains the written consent of the other party. For purposes of this provision, "Affiliate" means any other entity that directly or indirectly controls, or is under common control with, or is controlled by, the party. 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).

CGI



G. 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)

By: Caroline H Rapking

Name: Caroline H. Rapking

Title: Vice President – Global Public Sector

Date: December 1, 2011

State of West Virginia (Client)

By:_____

(See Attached Signature Page)

EXHIBIT A
CGI Technologies and Solutions Inc.
Proprietary Software Maintenance Agreement

1. **Maintenance Fee.** The maintenance fees are as listed below:

	Maintenance Period	Annual Maintenance Fee
Year 1	December 5, 2011 through December 4, 2012	$1,635,979
Year 2	December 5, 2012 through December 4, 2013	$1,759,520
Year 3	December 5, 2013 through December 4, 2014	$1,810,520
Year 4	December 5, 2014 through December 4, 2015	$1,863,126
Year 5	December 5, 2015 through December 4, 2016	$1,917,395
Year 6	December 5, 2016 through December 4, 2017	$1,974,376
Year 7	December 5, 2017 through December 4, 2018	$2,033,160
Year 8	December 5, 2018 through December 4, 2019	$2,093,809

The above Maintenance Fees are mandatory as part of the Statement of Work effective December 5, 2011 between CGI and the State. The Maintenance Fees will be invoiced per Attachment A of said Statement of Work.

Client may buy maintenance services for the Software for subsequent Maintenance Periods in which CGI is offering maintenance services, at CGI's then current prices

2. **Software.** The maintenance services under this Agreement are provided with respect to the following Software:

AMS Advantage® Financial Management System 3 (Linux, Oracle) including the following modules:

Financial Management Base System
Project and Grants Management
Treasury Accounting
Cost Allocation
Asset Management
Grants lifecycle

AMS Advantage Procurement System including the following modules:

Procurement Manager
Vendor Self Service – VSS
Inventory Management

AMS Advantage Performance Budgeting:

Budget Formulation
Salary and Benefit Forecasting
Budget Book Publishing

Performance Budgeting

AMS Advantage Human Resource Management System including the following modules:

Human Resources
Payroll Management
Payroll Accounting Management
Position Control
Employee Self Service
Benefits Administration

AMS InfoAdvantage

AMS InfoAdvantage Server Bundle
Dashboard

Bundled Software Products:

Adobe Present Central Pro - 2 production and 1 non-production printer output licenses *[Governed by Shrink-wrap License]*

Adobe Present Output Designer – 2 Named User Licenses *[Governed by Shrink-wrap License]*

Adobe Framemaker – 4 Named User Licenses *[Governed by Shrink-wrap License]*

Adobe RoboHelp® Office – 2 Named User Licenses *[Governed by Shrink-wrap License]*

Borland SilkPerformer (600 1 week – 300 1 week) – 1 Named User License *[Governed by Shrink-wrap License]*

Business Objects Enterprise Unrestricted Bundle – 4 CPU Premium License *[Governed by Shrink-wrap License]*

- Business Objects Web Intelligence Server – 4 CPU, Unlimited Users
- Broadcast Agent Scheduler – 4 CPU, Unlimited Users
- Broadcast Agent Publisher – 4 CPU, Unlimited Users
- Business Objects Designer – 4 CPU, Unlimited Users
- Business Objects Supervisor – 4 CPU, Unlimited Users

Convey Compliance Systems 1099 Convey – Desktop, 20,000 1099s processed annually *[Governed by Shrink-wrap License]*

Crystal Xcelsius Enterprise Developer – 10 Named User Licenses *[Governed by Shrink-wrap License]*

Delta XML Limited DeltaXML – 1 Site License *[Governed by Shrink-wrap License]*

Finite Matters PatternStream – 1 Named User License [Sublicense attached]

HP System Reporter – 2 SAN Licenses *[Governed by Shrink-wrap License]*

HP Recovery Manager Oracle – 2 SAN Licenses *[Governed by Shrink-wrap License]*

HP Recovery Manager vSphere – 2 SAN Licenses *[Governed by Shrink-wrap License]*

IBM WebSphere Network Deployment Edition – 3780 IBM Processor Value Units *[Governed by Shrink-wrap License]*

IBM WebSphere Standard Edition – 800 IBM Processor Value Units *[Governed by Shrink-wrap License]*

IBM WebSphere Process Server – 70 IBM Processor Value Units *[Governed by Shrink-wrap License]*

JIRA – 30 Named User Licenses [*[Governed by Shrink-wrap License]*
McAfee Antivirus – 25 Servers *[Governed by Shrink-wrap License]*
Meridian Knowledge Centre® Suite – 50,000 Employees [Sublicense attached]
Micro Focus Net or Server Express Developer (Linux) – 4 Named User Licenses *[Governed by Shrink-wrap License]*
Micro Focus Application Server (production and non-production)(Linux) – – 50,000 Employees *[Governed by Shrink-wrap License]*
Oracle Database Enterprise Edition – 108 Processors *[Governed by Shrink-wrap License]*
Oracle Partitioning – 108 Processors *[Governed by Shrink-wrap License]*
Oracle Real Application Clusters One Node – 12 Processors *[Governed by Shrink-wrap License]*
Oracle Diagnostics Pack – 108 Processors *[Governed by Shrink-wrap License]*
Oracle Tuning Pack – 108 Processors *[Governed by Shrink-wrap License]*
Perforce - 15 Named User Licenses *[Governed by Shrink-wrap License]*
Pervasive® Data Integrator Pro Developer™ - 5 Pack Named User License *[Governed by Shrink-wrap License]*
Pervasive Data Integrator Pro Engine™ (production and non-production) - 2 Cores License (multi-threaded) *[Governed by Shrink-wrap License]*
Pervasive Data Integrator Universal Edition Developer – 2 Named User Licenses
Pitney Bowes – 1 Site License *[Governed by Shrink-wrap License]*
Red Hat Enterprise Linux – 41 OSIs *[Governed by Shrink-wrap License]*
Versata Logic Server – 1 Site License
Versata Logic Studio – 4 Named User Licenses
VMWare vSphere Enterprise – 22 CPUs *[Governed by Shrink-wrap License]*
VMWare vCenter Server – 2 SAN Licenses *[Governed by Shrink-wrap License]*
VMWare vCenter Site Recovery Manager – 23 VMs *[Governed by Shrink-wrap License]*
Windows Server 2008 R2 – 25 OSIs *[Governed by Shrink-wrap License]*

3. License Agreement. The Software was provided to Client pursuant to the terms and conditions of that certain Proprietary Software License Agreement between CGI and Client made effective as of December 5, 2011. In the event CGI ceases to operate in the ordinary course of business, Client will be granted a limited license to access and use the CGI Software source code solely for purposes of maintaining the Software, and consistent with the terms of the Proprietary Software License Agreement. Access and use of the CGI source code prior to this release event is prohibited.

Agreed to and initialed for identification by:

(Client) (CGI)

WV-96A
Rev. 1/11

AGREEMENT ADDENDUM FOR SFE SOFTWARE

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.

2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.

3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.

4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.

5. **PAYMENT** - Any references to prepayment are deleted. *Fees for software licenses, subscriptions, or maintenance are payable annually in advance.* Payment *for services* will be in arrears.

6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.

7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.

8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.

9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.

10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.

11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.

12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.

13. **LIMITATION OF LIABILITY** - *The Vendor's liability to the State, and its indemnification of the State for actual direct damages resulting from any acts or omissions attributable to the Vendor under this agreement resulting from this RFP, shall be limited, in the aggregate for all claims, to twice the value of this contract. This limitation applies to all causes of action, including without limitation, breach of contract, breach of warranty, negligent acts, but specifically shall not apply to criminal acts, intentional torts or fraudulent conduct of the Vendor. The State will not indemnify the Vendor for damages caused by the Vendor's own actions or negligence, or those of third parties.* Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.

14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination. *In such event, Agency will not be entitled to a refund of any software license, subscription or maintenance fees paid.*

15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.

16. **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.

17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.

18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.

19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.

20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.

21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

STATE OF WEST VIRGINIA

(See Attached Signature Page)

VENDOR: CGI Technologies and Solutions, Inc.

Signed: Caroline N Rapley

Title: Vice President - Global Public Sector

Date: December 1, 2011

Approved as to form prior to signature this 16th day of November, 2011 by [illegible], Deputy Attorney General

Amendment No. 1 to the
Proprietary Software Maintenance Agreement
Between
CGI Technologies and Solutions Inc.
and the West Virginia Enterprise Resource Planning Board
on behalf of the State of West Virginia

This Amendment No. 1 (Amendment 1) is dated December 20, 2012 pursuant to the Proprietary Software Maintenance Agreement between the West Virginia Enterprise Resource Planning Board on behalf of the State of West Virginia (the "State") and CGI Technologies and Solutions Inc. ("CGI") is effective December 5, 2011 ("Effective Date").

WHEREAS, the State and CGI have agreed to revise the annual maintenance fee schedule

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. The Maintenance Fees table in Section 1 of Exhibit A of the Proprietary Software Maintenance Agreement is deleted and replaced with the following:

	Maintenance Period	Annual Maintenance Fee
Year 1	December 5, 2011 through December 4, 2012	$1,635,979.49
Year 2	December 5, 2012 through December 4, 2013	$1,759,520.08
Year 3	December 5, 2013 through December 4, 2014	$1,854,125.56
Year 4	December 5, 2014 through December 4, 2015	$1,854,125.56
Year 5	December 5, 2015 through December 4, 2016	$1,854,125.56
Year 6	December 5, 2016 through December 4, 2017	$1,854,125.56
Year 7	December 5, 2017 through December 4, 2018	$1,854,125.56
Year 8	December 5, 2018 through December 4, 2019	$1,854,125.56

Except as modified by this Amendment No. 1, all provisions of the original Proprietary Software Maintenance Agreement remain in full force and effect.

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Each party has caused its authorized representative to execute this Amendment No. 1 as of the Effective Date.

CGI Technologies and Solutions Inc.

By: Tom Augustine

Name: Tom Augustine

Title: Vice President State and Local Government ERP Solutions

West Virginia Enterprise Resource Planning Board on behalf of the State of West Virginia

By: James Robert Allen for

Name: Earl Ray Tomblin

Title: Governor

By: Glen B. Gainer, III

Name: Glen B. Gainer, III

Title: State Auditor

By: John D. Perdue

Name: John D. Perdue

Title: State Treasurer

APPROVED AS TO FORM THIS 21st DAY OF December 2012
DARRELL V. McGRAW, JR.
ATTORNEY GENERAL

By: Laura E. Warfield
DEPUTY ATTORNEY GENERAL

Amendment No. 2 to the Proprietary Software Maintenance Agreement Between CGI Technologies and Solutions Inc. and the West Virginia Enterprise Resource Planning Board on behalf of the State of West Virginia

This Amendment No. 2 (Amendment 2) is dated July 15, 2013 pursuant to the to the Proprietary Software Maintenance Agreement between the West Virginia Enterprise Resource Planning Board on behalf of the State of West Virginia (the "State") and CGI Technologies and Solutions Inc. ("CGI"), and is effective December 5, 2011 ("Effective Date").

WHEREAS, the State and CGI have agreed to certain changes to Proprietary Software Maintenance Agreement Exhibit A, to remove certain Software and Software Maintenance Fees from the annual maintenance fee schedule;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Maintenance Fee. Replace the table in Section 1 of Exhibit A to the Proprietary Software Maintenance Agreement in its entirety with the following revised Maintenance Table:

	Maintenance Period	Annual Maintenance Fee
Year 1	December 5, 2011 through December 4, 2012	$1,635,979.49
Year 2	December 5, 2012 through December 4, 2013	$1,769,520.06
Year 3	December 5, 2013 through December 4, 2014	$1,664,996.76
Year 4	December 5, 2014 through December 4, 2015	$1,620,878.13
Year 5	December 5, 2015 through December 4, 2016	$1,620,878.13
Year 6	December 5, 2016 through December 4, 2017	$1,619,881.23
Year 7	December 5, 2017 through December 4, 2018	$1,818,864.42
Year 8	December 5, 2018 through December 4, 2019	$1,817,796.69

2. Software. Remove Meridian Knowledge Centre® Suite from the software maintenance list in Section 2 of Exhibit A to the Proprietary Software Maintenance Agreement.

Except as modified by this Amendment 2, all provisions of the original Contract remain in full force and effect.

(remainder of page intentionally blank)

Each party has caused its authorized representative to execute this Amendment 2 as of the Effective Date.

CGI Technologies and Solutions Inc.

By: _____

Name: Daniel Keene

Title: Vice President, Consulting Services

West Virginia Enterprise Resource Planning Board on behalf of the State of West Virginia

By: _____

Name: Earl Ray Tomblin

Title: Governor

By: _____

Name: Glen B. Gainer, III

Title: State Auditor

By: _____

Name: John D. Perdue

Title: State Treasurer

CGI

Amendment 7 to the Proprietary Software Maintenance Agreement

The following changes are hereby made to Exhibit A of the PSMA:

1. **Section 1, Maintenance Fee.**

   Update Section 1, Maintenance Fee, with respect to the Maintenance Fees for Years 9 and 10, as follows:

   The Maintenance Fees will be invoiced as outlined in Attachment B. The total maintenance fees being added with Amendment 7 are outlined in the following table as reflected in Attachment B.

Item	Maintenance Period	Maintenance Fee
CGI Advantage Annual Maintenance Year 9	December 5, 2019 to December 4, 2020	$1,986,455.52
CGI Advantage Annual Maintenance Year 9 for Grants (added with Amendment 17)	Effective date of Amendment 17 to December 4, 2020	$131,231.00
OnCue360 Subscription for Year 9 (added with Amendment 17)	Effective date of Amendment 17 to December 4, 2020	$34,650.00
One-time fee for complete integration and maintenance of Non-CGI enhancements		$125,000.00
Oracle Advanced Compression Initial Maintenance	May 30, 2019 to May 29, 2020	$0.00
Oracle Advanced Compression Maintenance Renewal 1 (see Note 1 below)	May 30, 2020 to May 29, 2021	$65,487.64
Additional Products (listed in Attachment 1) (see Note 2 below)	December 5, 2019 to December 4, 2020	$186,970.98
Agile Assets Maintenance Year 9 (see Note 1 below)	December 5, 2019 to December 4, 2020	$643,593.21
CGI Advantage Annual Maintenance Year 10	December 5, 2020 to December 4, 2021	$1,875,494.40
CGI Advantage Annual Maintenance Year 10 for Grants (added with Amendment 17)	December 5, 2020 to December 4, 2021	$245,801.28
OnCue360 Subscription for Year 10 (added with Amendment 17) (See Note 3 below)	December 5, 2020 to December 4, 2021	$69,300.00
One-time fee for complete integration and maintenance of Non-CGI enhancements		$125,000.00
Oracle Advanced Compression Maintenance Renewal 2 (see Note 1 below)	May 30, 2021 to December 4, 2021	$34,053.68
Additional Products (listed in Attachment 1) (see Note 2 below)	December 5, 2020 to December 4, 2021	$174,459.60

CGI

Agile Assets Maintenance Year 10 (see Note 1 below)	December 5, 2020 to December 4, 2021	$662,901.01

Client may buy maintenance services for the Software for subsequent Maintenance Periods in which CGI is offering maintenance services at CGI's then current prices.

Note 1: These items are available solely at the State's option. If the State chooses not to purchase from CGI, the State will provide CGI with a minimum of 60-day advance written notification and CGI will work cooperatively with the State to aid in any transition. CGI will provide any related documentation at the State's request.

Note 2: CGI confirms that Attachment 1 - Additional Products, which was included in Amendment 16 is a true and accurate reflection of the manufacturer's lists created by HP and VMWare provided to CGI in August of 2019 containing the HP hardware and the VMWare software products that have been delivered to the State.

Note 3: The State may renew on a monthly basis for $8,000.00 per month.

All other terms and conditions of the PSMA and Exhibit A remain unchanged and in full force and effect.

Agreed to and initialed for identification by:

(Client) (CGI)

Schedule B – CGI Advantage Maintenance Support Program

This Schedule B is effective upon the effective date of the Agreement. The Proprietary Software Maintenance Agreement between the Parties of December 5, 2011, as amended (the "PSMA") is incorporated into this Agreement, and is included in full in Exhibit 2. For ease of reference, the terms of Section 2. Maintenance of the PSMA are replicated below. The Maintenance Fee schedule for CGI Advantage Maintenance Support is contained in Section 3.1 of the Agreement for the periods indicated.

MAINTENANCE

A. CGI Standard Support and Maintenance Services provide the Client; with the required ongoing enhancements to the Software to address functional and technical changes. Specifically, the Standard Support and Maintenance Services provide these major components:

- Internet access through our secure website, eAccess (https://support.cgiams.com//advantage), to a variety of 24x7 support materials.
- Help Desk Support with direct phone, email, and web support on the baseline products through the CGI Client Support Center. Standard hours of operation are 8 am EST to 9 pm EST Monday – Friday. CGI can be reached as 800-321-0267 via phone and https://support.cgi-ams.com//advatage via our online support website.
- Software incident corrections to the Software.
- Software releases are provided periodically to address technical and functional compatibility with system software and ongoing regulatory changes and changes to business practices. Documentation updates are provided as part of each release. Additional Software incident corrections will be included in releases, as dictated by testing requirements and the magnitude of the required change.
- Enhancements to the Software are provided in new releases of the AMS Advantage solution.
- Membership to the AMS Advantage User Group. Membership provides the option to participate in various user group activities such as the annual CGI Forum, regional User Group meetings and voting for the User Group Steering Committee that works closely with CGI on a variety of client issues and concerns. Membership also provides each site the option of proposing a candidate for election to the User Group Steering Committee.

CGI will support the following features of the AMS Advantage Solution:

- The system components that the Client is currently contracted for and is paying maintenance on;
- The third-party software component releases that are compatible with the currently supported version of the AMS Advantage solution;
- The documented features of the AMS Advantage Software, as listed on the delivered on-line documentation and help files;
- All standard baseline features of the system, including configuration tables (e.g. Required Elements) of the AMS Advantage Software, that do not include infrastructure

or other programming code changes. Any client-specific configuration tales will not be supported.

- Prioritization of all issues and software incidents according to the following schedule:

Severity	Definition
1 - Critical	A problem with CGI supported Software causing critical impact to the client's business operation. No workaround is immediately available and work using the Software cannot continue.
2 - Serious	A problem with CGI supported Software causing significant impact to the client's business operation. A workaround is available but is unacceptable beyond a short term basis, meaning 72 hours or less.
3 - Moderate	A problem with CGI supported Software that impairs some functionality, but a short term workaround exists that is acceptable to the Client.
4 - Minor	A problem that does not significantly affect functionality of the Software that is critical to the State's business operation.

B. CGI may, at its option, investigate and correct suspected software incidents at CGI's offices to the extent possible. If a suspected software incident is attributable to a cause other than the Software as delivered by CGI, then Client will pay for CGI's work on a time-and-materials basis, using discretionary hours in accordance with Section 3.2 of the Agreement. If the Software module containing the software incident has been modified by non-CGI personnel, CGI will charge Client on a time-and-materials basis using discretionary hours in accordance with Section 3.2 of the Agreement, for analyzing and fixing the software incident in Client's version, and for any installation assistance Client requires.

C. All Enhancements and corrections to the Software and Documentation provided by CGI pursuant to this Agreement will become part of the Software and Documentation for the purposes of the License Agreement at the time they are provided to Client and are hereby licensed to Client as part of the Software and Documentation pursuant to all of the terms and conditions of the License Agreement.

CGI Technologies and Solutions Inc.

and the West Virginia Enterprise Resource Planning Board on behalf of

the State of West Virginia

This document contains the signatures of the West Virginia Enterprise Resource Planning Board acting on behalf of the State of West Virginia (the "State") for the purpose of entering into the following agreements with CGI Technologies and Solutions Inc. ("CGI") effective December 5, 2011 ("Effective Date"):

1. WV-96A Agreement Addendum for ERP Software (Rev. 11/11) as amended; and
2. CGI Advantage Proprietary Software License Agreement with Exhibit A, Advantage Bundled Software Product Licenses effective December 5, 2011.

The State has caused its authorized representatives to execute these agreements as of the Effective Date.

West Virginia Enterprise Resource Planning Board
on behalf of the State of West Virginia

By: _____
Earl Ray Tomblin, Governor

By: _____
Glen B. Gainer, III, State Auditor

By: _____
John D. Perdue, State Treasurer

Amendment No. 3 to the Proprietary Software Maintenance Agreement Between CGI Technologies and Solutions Inc. and the West Virginia Enterprise Resource Planning Board on behalf of the State of West Virginia

This Amendment No. 3 ("Amendment 3") is dated September 30, 2013 pursuant to the to the Proprietary Software Maintenance Agreement between the West Virginia Enterprise Resource Planning Board on behalf of the State of West Virginia (the "State") and CGI Technologies and Solutions Inc. ("CGI"), and is effective December 5, 2011 ("Effective Date").

WHEREAS, the State and CGI have agreed to certain changes to Proprietary Software Maintenance Agreement Exhibit A, to add certain Software and Software Maintenance Fees to the annual maintenance fee schedule;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Maintenance Fee. Replace the table in Section 1 of Exhibit A to the Proprietary Software Maintenance Agreement in its entirety the following revised Maintenance Table:

	Maintenance Period	Annual Maintenance Fee
Year 1	December 5, 2011 through December 4, 2012	$1,635,979.49
Year 2	December 5, 2012 through December 4, 2013	$1,759,520.08
Year 2	CGI Advantage Performance Budgeting (Pro-rated 4/12-year September-December 4, 2013)	$4,879.00
Year 3	December 5, 2013 through December 4, 2014	$1,569,974.87
Year 4	December 5, 2014 through December 4, 2015	$1,836,406.52
Year 5	December 5, 2015 through December 4, 2016	$1,836,872.38
Year 6	December 5, 2016 through December 4, 2017	$1,836,355.30
Year 7	December 5, 2017 through December 4, 2018	$1,835,822.70
Year 8	December 5, 2018 through December 4, 2019	$1,835,274.03

2. Software. Add CGI Advantage Performance Budgeting (Budget Formulation and Performance Budgeting only – excludes Salary and Benefit Forecasting and Budget Book Publishing) for Capital Program Management System (CPMS) to the software maintenance list in Section 2 of Exhibit A to the Proprietary Software Maintenance Agreement.

Except as modified by this Amendment 3, all provisions of the original Contract remain in full force and effect.

(remainder of page intentionally blank)

Each party has caused its authorized representative to execute this Amendment 3 as of the Effective Date.

CGI Technologies and Solutions Inc.

By: _____

Name: Daniel Keene

Title: Vice President, Consulting Services

West Virginia Enterprise Resource Planning Board on behalf of the State of West Virginia

By: _____

Name: Earl Ray Tomblin

Title: Governor

By: _____

Name: Glen B. Gainer, III

Title: State Auditor

By: _____

Name: John D. Perdue

Title: State Treasurer

CGI

EXHIBIT C to Amendment 9
CGI Technologies and Solutions Inc.
Proprietary Software Maintenance Agreement

1. **Maintenance Fee.** The maintenance fees are outlined in Attachment A.

   The Maintenance Fees are mandatory as part of the Statement of Work effective December 5, 2011 as amended, between CGI and the Client. The Maintenance Fees will be invoiced per Attachment A.

   Client may buy maintenance services for the Software for subsequent Maintenance Periods in which CGI is offering maintenance services, at CGI's then current prices.

2. **Software.** The maintenance services under this Agreement are provided with respect to the Software and Bundled Software Products outlined in Exhibit A of the Proprietary Software License Agreement between CGI and Client made effective as of December 5, 2011, as amended. Client has chosen to discontinue maintenance on the following products. Therefore, these products will not be eligible for standard maintenance, patches or upgrades. If, at a later date, Customer choses to reinstate these products under maintenance or for an upgrade, CGI may charge back maintenance or a new license fee, whichever is less. Maintenance services do not include the following Software and Bundled Software Products:

   a. Adobe Framemaker – 4 Named User Licenses – maintenance services cancelled December 2014
   b. Finite Matters PatternStream – 1 Named User License – maintenance services cancelled December 2014
   c. OpsHub Sync Pac – 0-250 Users – maintenance services cancelled March 2016
   d. IBM WebSphere Process Server for Multi Platforms - 70 IBM PVU – maintenance services cancelled March 2016
   e. JEMH Plugin for JIRA, 100-500 Users Upgrade Commercial License – maintenance services cancelled March 2016
   f. McAfee Antivirus - 26 Users – maintenance services cancelled March 2016
   g. Adobe Presant Central Pro - 2 production and 1 non-production printer output licenses – maintenance services cancelled June 30, 2016
   h. Adobe Presant Output Designer - 2 Named User Licenses - maintenance services cancelled June 30, 2016

3. **License Agreement.** The Software was provided to Client pursuant to the terms and conditions of that certain Proprietary Software License Agreement between CGI and Client made effective as of December 5, 2011. In the event CGI ceases to operate in the ordinary course of business, Client will be granted a limited license to access and use the CGI Software source code solely for purposes of maintaining the Software, and consistent with the terms of the Proprietary Software License Agreement. Access and use of the CGI source code prior to this release event is prohibited.

Agreed to and initialed for identification by:

(Client) (CGI)

CGI

Amendment 5 to the Proprietary Software Maintenance Agreement

The following changes are hereby made to Exhibit A of the PSMA:

1. **Add the following to Section 1. Maintenance Fee.**

The Initial Maintenance Period is the period beginning December 5, 2011 and ending on December 4, 2019.

The Maintenance Fees will be invoiced as outlined in Attachment B. The total maintenance fees being added with Amendment 5 are outlined in the following table as reflected in Attachment B.

Maintenance Period	Maintenance Fee
CGI Advantage Additional Maintenance Fees – Yr8 for Upgrade	$105,626.56
Maintenance Discount	($26,533.33)
Total Additional Maintenance Fees*	**$79,093.23**

*The maintenance fees of $79,093.23 for the maintenance services of the new and upgraded Bundled Software Products for the Maintenance Period of December 5, 2018 - December 4, 2019 are due and payable upon execution of this Amendment.

Client may buy maintenance services for the Software for subsequent Maintenance Periods in which CGI is offering maintenance services, at CGI's then current prices.

2. **Replace the portion of Section 2. Software relating to canceled software in its entirety with the following:**

The maintenance services under this Agreement are provided with respect to the Software and Bundled Software Products outlined in Exhibit A of the Proprietary Software License Agreement between CGI and Client made effective as of December 5, 2011, as amended. Client has chosen to discontinue maintenance on the following products. Therefore, these products will not be eligible for standard maintenance, patches or upgrades. If, at a later date, Customer chooses to reinstate these products under maintenance or for an upgrade, CGI may charge back maintenance or a new license fee, whichever is less. Maintenance services do not include the following Software and Bundled Software Products:

a. Adobe Framemaker – 4 Named User Licenses – maintenance services cancelled December 2014
b. Finite Matters PatternStream – 1 Named User License – maintenance services cancelled December 2014
c. OpsHub Sync Pac – 0-250 Users – maintenance services cancelled March 2016
d. IBM WebSphere Process Server for Multi Platforms - 70 IBM PVU – maintenance services cancelled March 2016
e. JEMH Plugin for JIRA, 100-500 Users Upgrade Commercial License –maintenance services cancelled March 2016
f. McAfee Antivirus - 26 Users – maintenance services cancelled March 2016
g. Adobe Present Central Pro - 2 production and 1 non-production printer output licenses – maintenance services cancelled June 30, 2016

CGI

h. Adobe Present Output Designer - 2 Named User Licenses - maintenance services cancelled June 30, 2018

i. Convey Compliance Systems 1099 Convey- Desktop, 20,000 1099s processed annually *– maintenance services cancelled with this Amendment.*

All other terms and conditions of the PSMA and Exhibit A remain unchanged and in full force and effect.

Agreed to and initiated for identification by:

(Client) (CGI)

Amendment 6 to the Proprietary Software Maintenance Agreement

The following changes are hereby made to Exhibit A of the PSMA:

1. **Add the following to Section 1. Maintenance Fee.**

The Maintenance Fees will be invoiced as outlined in Attachment B. The total maintenance fees being added with Amendment 6 are outlined in the following table as reflected in Attachment B.

Item	Maintenance Period	Maintenance Fee
CGI Advantage Annual Maintenance Year 9	December 5, 2019 to December 4, 2020	$1,986,455.52
One-time fee for complete integration and maintenance of Non-CGI enhancements		$125,000.00
Oracle Advanced Compression Initial Maintenance	May 30, 2019 to May 29, 2020	$0.00
Oracle Advanced Compression Maintenance Renewal 1 (see Note 1 below)	May 30, 2020 to December 4, 2020	$65,487.64
Additional Products (listed in Attachment 1) (see Note 1 below)	December 5, 2019 to December 4, 2020	$186,970.99
Agile Assets Maintenance Year 9 (see Note 1 below)	December 5, 2019 to December 4, 2020	$643,598.21
CGI Advantage Annual Maintenance Year 10	December 5, 2020 to December 4, 2021	$1,875,494.40
One-time fee for complete integration and maintenance of Non-CGI enhancements		$125,000.00
Oracle Advanced Compression Maintenance Renewal 2 (see Note 1 below)	December 5, 2020 to December 4, 2021	$34,053.68
Additional Products (listed in Attachment 1) (see Note 1 below)	December 5, 2020 to December 4, 2021	$174,469.50
Agile Assets Maintenance Year 10 (see Note 1 below)	December 5, 2020 to December 4, 2021	$662,901.01

Client may buy maintenance services for the Software for subsequent Maintenance Periods in which CGI is offering maintenance services, at CGI's then current prices.

Note 1: These items are available solely at the State's option. If the State chooses not to purchase from CGI, the State will provide CGI with a minimum of 60-day advance written notification and CGI will work cooperatively with the State to aid in any transition. CGI will provide any related documentation at the State's request.

Note 2: CGI confirms that the following Attachment 1 to Amendment 16 – Additional Products is a true and accurate reflection of the manufacturer's lists created by HP and VMWare provided to CGI in August of 2019 containing the HP hardware and the VMWare software products that have been delivered to the State. .

All other terms and conditions of the PSMA and Exhibit A remain unchanged and in full force and effect.

Agreed to and initialed for identification by:

_____ (Client) _____ (CGI)