UTAH STATE BOARD OF EDUCATION
COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Utah State Board of Education, referred to as USBE, and the following Contractor:

<table>
<tr><td>CGI Technologies and Solutions, Inc.</td></tr>
<tr><td>Name</td></tr>
<tr><td>11325 Random Hills Road</td></tr>
<tr><td>Address</td></tr>
</table>

Fairfax	VA	22030
City	State	Zip

LEGAL STATUS OF CONTRACTOR
- ☐ Sole Proprietor
- ☐ Non-Profit Corporation
- ☒ For-Profit Corporation
- ☐ Partnership
- ☐ Government Agency
- ☐ Other: _____

Point of Contact: Chad Bowman   Phone # (385) 505-2826   Email: chad.bowman@cgi.com
Vendor # VC0000159860 Commodity Code # 86100E

2. SECTION: This contract is for USBE Section: School Finance

3. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide: Financial Systems for Local Education Agencies (LEAs)

4. PROCUREMENT: This contract is entered into as a result of the procurement process of Solicitation # USBE-ZC22048-RFP, in FY22.

5. CONTRACT PERIOD: Effective Date: 8/3/2023 Termination Date: 8/2/2028 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): N/A.

6. CONTRACT COSTS: CONTRACTOR will be paid as identified in the scope of work or other attachments.

7. STUDENT DATA: Student Data is included in Contract: ☒ Yes ☐ No

8. ATTACHMENT A: USBE Standard Cooperative Terms and Conditions for Goods and Services
   ATTACHMENT B: CGI Advantage Master Agreement
   ATTACHMENT C: Scope of Work
   The Order of Precedence, for any conflicts, shall be resolved in favor of 1) Attachment A, 2) other USBE terms and conditions, 3) Scope of Work, 4) this Contract signature page, then 5) Contractor terms and conditions, if any. Any limit of liability or limit of USBE's rights must be signed by USBE.

9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
   a.   All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
   b.   Utah State Procurement Code, Procurement Rules, Solicitation, and Contractor's response.

10. Each signatory below represents that he or she has the requisite authority to enter into this contract.

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

CONTRACTOR		**UTAH STATE BOARD OF EDUCATION**	
Robinson 7/24/2023			
Signature	Date	Signature	Date
Joanna Robinson, Senior Vice-President			
Type or Print Name and Title		Type or Print Name and Title	

ATTACHMENT A: UTAH STATE BOARD OF EDUCATION STANDARD COOPERATIVE TERMS AND CONDITIONS FOR GOODS AND SERVICES

(Added and Amended Sections: 1, 3, 4, 9, 11, 12, 13, 14, 16, 18, 20, 22, 23, 24, 25, 26, 27, 30, 31, 34, 37, 39, 41, 42, 43, 44)

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:

   1.1. "**Access to Secure State Facilities, Data, or Technology**" means Contractor will (a) enter upon secure premises controlled, held, leased, or occupied by State of Utah; (b) maintain, develop, or have access to any deployed hardware, software, firmware, or any other technology, that is in use by State of Utah; or (c) have access to or receive any State Data or confidential information.

   1.2. "**Authorized Persons**" means Contractor's employees, officers, partners, Subcontractors or other agents of Contractor, who require access to Data and have a legitimate interest in the Data to enable the Contractor to perform its responsibilities under this Contract.

   1.3. "**Background IP**" means intellectual property (IP) owned or controlled prior to the effective date of this Contract or that IP developed or acquired from activities independent of the services performed under this Contract, including but not limited to (a) methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services, and (b) processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or confidential information or Custom Deliverables of USBE.

   1.4. "**Confidential Information**" means tangible or intangible information belonging to or in the possession of a party which is confidential or a trade secret that is furnished or disclosed to the other party during the term of this Contract (including third party confidential information and information exchanged in contemplation of entering into this Contract) and is: (i) marked or designated in writing in a manner to indicate that it is confidential or a trade secret; (ii) of a nature that a reasonable person would understand the information to be confidential or a trade secret; or (iii) identified as confidential or a trade secret in a written document provided to the receiving party within thirty (30) business days after disclosure. A party's Confidential Information includes any information pertaining to the other party's (or its third party's) proprietary software and associated training, documentation and other materials, regardless of how they are disclosed or whether they are marked confidential.

   1.5. "**Contract**" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" shall include any purchase orders that result from this Contract with the understanding that any pre-printed purchase order terms and conditions shall not negate or take precedence over the terms in this Attachment A.

   1.6. "**Contract Period**" means the term of this Contract, as set forth in the Contract Signature Page(s).

   1.7. "**Contract Signature Page(s)**" means the cover page(s) that USBE and Contractor signed.

1.8. "**Contractor**" or "CGI" means the individual or entity delivering the Procurement Items identified in this Contract. "Contractor" shall be responsible for compliance with the terms of this Contract, as applicable, by Contractor's agents, officers, employees, partners, and subcontractors performing Services under this Contract.

1.9. "**Custom Deliverables**" means the product that Contractor is required to design, develop, or customize and deliver to the State as specifically described under this Contract or an associated statement of work that is subject to an acceptance process upon delivery to the State and for which all interest and title shall be transferred to and owned by the State. This may include an invention, design, development, customization, improvement, process, software program, work of authorship, documentation, formula, datum, technique, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor pursuant to this Contract.

1.10. "**Data**" **or "State Data" or "USBE Data"** Any piece of information suitable for use in electronic or print format that is created, controlled, maintained, owned, or in any way originating with the State of Utah or USBE regardless of where such data or output is stored or maintained. Data includes Student Personally Identifiable Information and Educator Data and may also include Confidential Information.

1.11. "**Data Breach**" means the actual unauthorized access to Data that results in the unauthorized use, disclosure, or theft of Data, or the compromise of the confidentiality, integrity, or availability of Data, in possession or control of Contractor or Subcontractor.

1.12. "**Deliverable**" mean any materials to be developed by Contractor that are designated in a Statement of Work as being subject to a formal acceptance process upon delivery to USBE. Deliverables may be either Written Deliverables or Custom Deliverables.

1.13. "**Destroy" or "Destruction**" means to remove Data such that it is not maintained in retrievable form and cannot be retrieved in the normal course of business.

1.14. "**Educator Data**" includes, but is not limited to, the educator's name; any unique identifier, including social security number; and other information that, alone or in combination, is linked or linkable to a specific educator.

1.15. "**Eligible User(s)**" means those authorized to use this Cooperative Contract and is limited to Local Education Agencies, which includes school districts, charter schools, Utah Schools for the Deaf and the Blind, and any other entity that the Utah State Board of Education has authority over.

1.16. "**Incident**" means the potentially unauthorized access to Data that could reasonably result in the unauthorized use, disclosure, or theft of Data or the compromise of the confidentiality, integrity, or availability of Data, within the possession or control of Contractor or Subcontractor.

1.17. "**Intellectual Property Rights**" means all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and other protection afforded by law to inventions, models, designs, technical information, and applications.

1.18. "**Local Educational Agency" or "LEA"** means a charter school or school district that directs and controls public elementary or secondary education institutions, its

board officers, employees, agents, and authorized volunteers.

1.19. "**Metadata**" includes all information created manually or automatically to provide meaning or context to other data.

1.20. **"Person"** shall have the same meaning as found in Administrative Rule R33-1-1.

1.21. **"Procurement Item,"** means a Service, or Deliverable that Contractor is required to deliver to USBE under this Contract.

1.22. **"Response"** means the Contractor's bid, proposal, quote, or any other document used by the Contractor to respond to USBE's Solicitation.

1.23. "**Services**" means the labor, time, or effort to be provided by Contractor as described in this Contract, and may include installation, configuration, implementation, technical support, warranty maintenance, and other support services.

1.24. "**Solicitation**" means an invitation for bids, request for proposals, notice of a sole source procurement, request for statements of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.

1.25. "**State Entity**" means the state or any department, division, office, bureau, agency, board, commission, or other instrumentality of the state.

1.26. "**State of Utah**" **or "State"** means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, authorized volunteers, and, as applicable, Eligible Users.

1.27. "**Student Personally Identifiable Information**" or "**PII**" has the same meaning as that found in U.C.A § 53E-9-301 and 34 § CFR 99.3, and includes both direct identifiers (such as a student's or other family member's name, address, student number, or biometric number) and indirect identifiers (such as a student's date of birth, place of birth, or mother's maiden name). Indirect identifiers that constitute PII also include metadata or other information that, alone or in combination, is linked or linkable to a specific student that would allow a person who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.

1.28. "**Subcontractor**" means a person under contract with Contractor or another subcontractor to provide services or labor as provided herein or for design or construction, including a trade contractor or specialty contractor.

1.29. "**Targeted Advertising**" means advertising to a student or a student's parent by Contractor if the advertisement is based on information or Data Contractor collected or received under this Contract.

1.30. **"Utah State Board of Education"** or **"USBE"** means the board, its elected or appointed officers, employees, agents, authorized volunteers and, as applicable, Eligible Users.

1.31. **"Written Deliverable"** means written documents such as reports, designs, or documentation developed by Contractor that are designated in a Statement of Work as being subject to a formal acceptance process upon delivery to USBE.

2. **GOVERNING LAW AND VENUE:** This Contract is governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be

brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. **LAWS AND REGULATIONS:** Contractor shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements in its performance of Services hereunder. If this Contract is funded by federal funds, either in whole or in part, then the State shall provide prompt notice in writing to Contractor, and any terms and conditions applicable to Contractor's Professional Services which are mandated by any federal regulation related to the federal funding, including 2 CFR Appendix II to Part 200, will be incorporated into this Attachment A, (and if there is a conflict, such federally-mandated terms shall supersede conflicting terms in this Attachment A).

4. **PERMITS:** Contractor shall, at its own expense, obtain all permits, licenses, and approvals necessary for the performance of its Services under this Contract.

5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** Contractor shall comply with the requirements of the Status Verification System, also referred to as "E-verify," as required by Utah Code § 13-47-2 et seq.

6. **DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST:** Contractor shall disclose whether any of its officers or employees are current or former officers or employees of USBE or the State of Utah. Contractor shall disclose if a current USBE employee is hired during the term of the Contract (*e.g.*, dual employment).

7. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and shall not act or hold itself out as an officer, employee, or agent of USBE, except as to the specific and limited agency created by the section "Agent Designation" below.

8. **PUBLICITY:** Contractor shall not use USBE's name, logo, or endorsement (implied or actual) in any advertising, marketing, or publicity materials without prior written approval from USBE.

9. **ASSIGNMENT:** Neither party will assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the other party. Any assignment or delegation by either party must be made through an amendment to the Contract.

10. **AMENDMENTS:** Amendments to this Contract, including execution of renewal options and changes to the scope, must be made by signed written agreement of both parties.

11. **INDEMNITY:** Contractor shall fully indemnify, defend, and hold harmless USBE and the State of Utah from all third party claims of bodily injury or death to individuals, or damage to tangible personal property to the extent arising out of Contractor's negligent performance except for the portion of any claim that is the sole fault of USBE or the State of Utah. Contractor's indemnification obligations specified in this Contract are conditioned upon USBE promptly notifying Contractor in writing of the proceeding, providing Contractor a copy of all notices received by USBE with respect to the proceeding, cooperating with Contractor in defending or settling the proceeding, and allowing Contractor to control the defense and settlement of the proceeding, including the selection of attorneys. USBE may observe the proceeding and confer with the indemnifying party at its own expense. Any limitation of Contractor's liability shall not apply to injuries to persons, including death, or to damages to real or tangible personal property.

12. INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY: Contractor represents all Procurement Items are free of all liens and encumbrances; Contractor's IP indemnification obligations are as set forth below.

12.1. Contractor warrants and represents it has full ownership and clear title free of all liens and encumbrances to any Custom Deliverable or Software delivered under this contract. Contractor also warrants that any Custom Deliverable or Software, or Service furnished by Contractor under this Contract, including its use by USBE or the State of Utah in unaltered form, will not infringe any United States copyrights, patents, trade secrets, or other proprietary rights.

12.2. Contractor will release, indemnify, defend, and hold USBE and the State of Utah harmless from third party claims of liability or damages of any kind or nature, and any judgments, settlements, costs, and reasonable attorneys' fees resulting from such a claim or liability, arising from breach of the forgoing warranty and representation, including Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article, or appliance furnished or used in Contractor's performance of this Contract. Additionally, if such a claim or liability is based upon an allegation that a Custom Deliverable or Software, or Service furnished by Contractor infringes on any right protected by any United States patent, copyright, trademark, trade secret, and/or proprietary right, Contractor may, at its sole option and expense, either obtain the right for USBE or the State to continue using the allegedly infringing item(s) or replace or modify the item(s) with functionally equal software, Custom Deliverables or Services to resolve such proceeding. If Contractor finds that neither of these alternatives is available, Contractor may require USBE or the State to return the allegedly infringing item(s), in which case USBE will receive a refund of the amounts paid by it for the returned item(s) and the Contractor will be responsible for consulting services to support the transition of the State of Utah to an on premise solution, not to exceed one hundred (100) hours of such services. In addition, in such event, CGI will prepare and deliver Client Data in the manner set forth in Attachment B, Schedule A. Contractor shall defend all actions brought upon such matters to be indemnified hereunder and pay all settlements, costs and expenses incidental thereto; however, USBE or the State shall have the right, at its option, to participate in the defense of any such action at its own expense without relieving Contractor of any obligation hereunder. If there are any limitations of liability in this Contract, such limitations will not apply to this section. This Section 12 (Indemnification Relating to Intellectual Property) states Contractor's entire obligation to USBE and the State of Utah and the 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.

12.3. 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:

12.3.1. Modification of the Deliverable, Product, or Service (except modifications made or approved in writing by CGI or its subcontractors working at CGI's direction);

12.3.2. Combination of the Deliverable, Product, or Service with hardware, software or other materials not provided or approved in writing by CGI;

12.3.3. Use of the Deliverable, Product, or Service not in accordance with mutually agreed specifications;

12.3.4. Client's failure to use new or corrected versions of the Deliverable, Product, or service provided to Client by CGI; or

12.3.5. CGI's adherence to Client's specifications or instructions, provided that if CGI is

aware that Client's specifications or instructions will result in an IP infringement, CGI has communicated such concern to the State and permitted the Client to modify such specifications or instructions.

12.4. Contractor's indemnification obligations specified in the Contract are conditioned upon USBE or State of Utah notifying Contractor in writing of the proceeding, providing Contractor a copy of all notices received by USBE or State of Utah with respect to the proceeding, reasonably cooperating with Contractor in defending or settling the proceeding (provided that any settlement will not result in fines or damages payable by the State, nor include an admission of guilt by the State), and allowing Contractor to control the defense and settlement of the proceeding, including the selection of attorneys. USBE or State of Utah may observe the proceeding and confer with counsel of its choice at its own expense.

13. OWNERSHIP OF PROCUREMENT ITEM:

13.1. Written Deliverables. With the exception of Contractor's or third party's pre-existing materials and open source software, Contractor conveys to USBE full ownership and title to all Written Deliverables that are Procurement Items delivered under this Contract, upon payment for such Written Deliverables.

13.2. Custom Deliverables. Except as set forth in an Annual Planning Document executed by the Parties, Contractor warrants, represents and conveys full ownership, clear title free of all liens and encumbrances to any Custom Deliverable. Contractor conveys the ownership in Custom Deliverables as defined in this Attachment A to USBE. All intellectual property rights, title and interest in the Custom Deliverables shall transfer to USBE, subject to the following:
- **a.** Contractor has received payment for the Custom Deliverables,
- **b.** Each party will retain all rights to Background IP, even if embedded in the Custom Deliverables.
- **c.** Custom Deliverables, excluding Contractor's Background IP, may not be marketed or distributed without written approval by USBE.

Contractor shall grant to USBE a perpetual, irrevocable, royalty-free license to use Contractor's Background IP as defined above, solely for USBE and the State of Utah to use the Custom Deliverables subject to compliance with the terms of this Contract.

13.3. Unless included in the Contract, neither party has any claim to the intellectual property of the other party.

13.4. Contractor will retain all rights to its Background IP, even if embedded in the Custom Deliverables. For the Custom Deliverables delivered that include Contractor's Background IP, Contractor grants USBE a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and, without the right to sublicense, for USBE's internal business operation under this Contract, subject to compliance with the terms of this Contract.

14. CONTRACTOR'S INSURANCE RESPONSIBILITY:

14.1. Contractor shall maintain insurance during this Contract. All insurance policies required by this Contract shall be issued by insurance companies with an AM Best rating of A-VIII or better.

14.2. The Contractor shall maintain the following insurance coverage:

14.2.1. Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under Utah's workers' compensation laws at the statutory limits required thereunder.

14.2.2. Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy shall be no less than $1,000,000.00 per person per occurrence and $3,000,000.00 aggregate.

14.2.3. If Contractor uses a vehicle in the performance of this Contract, Contractor shall maintain Commercial Automobile Liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in the performance of Services under this Contract. The minimum liability limit must be $1,000,000.00 per occurrence, combined single limit.

14.2.4. If Contractor has access to Data, Contractor shall maintain Protected Information Liability insurance covering all loss of Data and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits of $1,000,000.00 per occurrence and $2,000,000.00 aggregate.

14.2.5. If Contractor stores, processes, transmits, Data, Contractor shall maintain Professional Liability insurance which covers Cyber Liability covering loss as a result of the compromise of the confidentiality, integrity, or availability of Data with minimum limits of $1,000,000.00 per occurrence and $2,000,000.00 aggregate.

14.3. USBE shall be named as additional insured on all CGL policies required of Contractor. Coverage required of Contractor shall be primary over any insurance or self-insurance program carried by Contractor or USBE.

14.4. The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without the insurer giving at least 30 days' prior notice to Contractor. Contractor shall forward such notice to USBE's contact as listed in the Contract within seven days of Contractor's receipt of such notice.

14.5. All insurance policies secured or maintained by Contractor in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or USBE, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

14.6. Contractor shall provide to USBE certificates evidencing Contractor's insurance coverage required in this Contract within seven days following the effective date. No later than 15 days before the expiration date of Contractor's coverage, Contractor shall deliver to USBE certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by USBE, Contractor shall, within seven days following such request, provide evidence satisfactory to USBE of compliance with the provisions of this section.

14.7. USBE reserves the right to request higher or lower insurance limits where warranted.

15. DEBARMENT/SUSPENSION: Contractor certifies that neither it nor its principals are

presently debarred, suspended, proposed for debarment, or declared ineligible by any governmental entity. Contractor shall notify USBE within 30 days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.

16. **WORK ON USBE, LEA, or STATE OF UTAH PREMISES**: Contractor shall require that its personnel working on USBE, LEA, or State of Utah premises: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized areas; (iii) follow all instructions from USBE pertaining to the premises; and (iv) if required by USBE, pass a background check prior to entering the premises. USBE may remove any individual for a violation hereunder.

17. **DELIVERY:** All deliveries under this Contract shall be F.O.B. destination with all transportation and handling charges paid by Contractor. Risk of loss or damage shall remain with Contractor until final inspection and acceptance by USBE.

18. **ACCEPTANCE AND REJECTION:** The parties will follow the acceptance process set forth in this Section 18. A Custom Deliverable and Software furnished under this Contract shall function in accordance with the mutually agreed upon specifications identified in this Contract. If the Custom Deliverables and Software delivered do not conform to such specifications ("Defects"), USBE or the State shall within thirty (30) calendar days of the delivery date ("Acceptance Period") notify Contractor in writing of the Defects. Upon receiving written notice, Contractor shall use reasonable efforts to correct the Defects within fourteen (14) calendar days ("Cure Period"), unless a longer or shorter period of time is agreed to by authorized representatives of the parties in writing. USBE's acceptance of a Custom Deliverable and Software occurs at the end of the Acceptance Period or Cure Period, whichever is later. USBE or State of Utah and Contractor each agree to work diligently to achieve acceptance of the Custom Deliverable(s) at the earliest possible date.

If after the Cure Period, a Custom Deliverable and Software still has the identified Defects, then USBE may, at its option: (a) declare Contractor to be in breach and terminate this Contract; (b) demand replacement conforming Custom Deliverables and Software, from Contractor at no additional cost to USBE or the State; or (c) continue the Cure Period for an additional time period agreed upon by USBE or the State and Contractor in writing. Contractor shall pay all costs related to the preparation and shipping of the replacement Custom Deliverable and Software. No Custom Deliverable and Software invoices shall be paid until acceptance. The warranty period will begin upon the end of the Acceptance Period.

19. **SUSPENSION OF WORK:** USBE may suspend or reinstate work under this Contract by written notice to Contractor.

20. [RESERVED].

21. **SALES TAX EXEMPTION:** USBE is a tax-exempt organization, and Contractor shall not include sales tax in any request for payment.

22. **SOLUTION WARRANTY:**

   a. **CGI Advantage® Application Warranty**. CGI warrants that during the Agreement term the Cloud Applications will perform in accordance with applicable Documentation and that Cloud Application functionality will not decrease. 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 in sufficient detail to allow CGI to replicate the underlying Incident no later than thirty (30) calendar days after the Incident is first discovered and

identified as a warranty breach by the parties.

b. **CGI Consulting Services Warranty**. CGI warrants, for a warranty period of thirty (30) days after performance of CGI Consulting Services provided under the Annual Planning Document, that such Services will be performed in a workmanlike manner consistent with industry standards reasonably applicable to the performance of such Services. If Client believes there has been a breach of this warranty, Client must notify CGI in writing of a breach that occurs within the warranty period within five (5) business days after the warranty period stating in reasonable detail the nature of the alleged breach. If there has been a breach of this warranty, then CGI will correct or re-perform, at no additional charge, any affected Services to cause them to comply with this warranty.

c. **Solution Warranty Exclusions**.

1) CGI is not responsible for any claimed breaches of the Solution warranties to the extent caused by:

   1. Modifications made to the Solution or Service by anyone other than CGI and its subcontractors working at CGI's direction, except as approved or authorized by CGI in writing;

   2. Combination, operation or use of the Solution or Service with other items or services CGI did not supply, authorize or approve in writing;

   3. Client failure to use any new or corrected versions of the Solution or Service actually provided to Client or made available by CGI;

   4. Client's use of the Solution or Service in a manner not permitted by this Contract;

   5. CGI's adherence to Client specifications or instructions, provided that if CGI is aware that Client's specifications or instructions will result in an IP infringement, CGI has communicated such concern to the State and permitted the Client to modify such specifications or instructions

   6. Delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities (other than CGI's communications networks and facilities), including the Internet; Any failure arising from a Force Majeure that is excused under the Agreement; or

   7. Any third party or open source components of the CGI System that have not been provided, approved or authorized by CGI.

2) CGI is not responsible for the accuracy of any advice, report, data, or other item that CGI provides to Client to the extent the inaccuracy is due to 1) software provided by Client or 2) inaccurate or incomplete data or software provided by Client.

3) 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, Solution Hosting Facility, provided by CGI under the Agreement.

23. **SOFTWARE WARRANTY: THE STATE OF UTAH DOES NOT ACCEPT ANY CUSTOM DELIVERABLE(S) "AS-IS".** CONTRACTOR WARRANTS FOR A PERIOD OF **NINETY DAYS** FROM THE DATE OF ACCEPTANCE THAT THE SOFTWARE PORTIONS OF THE CUSTOM DELIVERABLES THAT CONTRACTOR DIRECTLY OR INDIRECTLY PROVIDES WILL: (A) PERFORM IN ACCORDANCE WITH THE SPECIFIC CLAIMS

PROVIDED IN THE RESPONSE AND ALL SPECIFICATIONS AGREED TO IN WRITING BETWEEN THE STATE AND CONTRACTOR; (B) HAVE BEEN PROPERLY DESIGNED AND MANUFACTURED; AND (C) BE FREE OF SIGNIFICANT DEFECTS. CONTRACTOR SHALL PROVIDE USBE AND THE STATE WITH BUG FIXES, INCLUDING INFORMING USBE AND THE STATE OF ANY KNOWN SOFTWARE BUGS OR SOFTWARE DEFECTS THAT MAY AFFECT THE STATE'S USE OF THE SOFTWARE.

24. **WARRANTY REMEDIES:** Upon breach of warranty, Contractor will repair or replace (at no charge to USBE or the State) the nonconforming Software or Custom Deliverables. If the repaired and/or replaced products are inadequate, Contractor will refund the full amount of any payments that have been made for the failed products. These remedies are in addition to any other remedies provided by law or equity.

Contractor is not responsible for any claimed breaches of the Custom Deliverable warranties to the extent caused by:

a. Modifications made **to** a Custom Deliverable, Software, or Service (except modifications made or approved in writing by Contractor or its subcontractors working at Contractor's direction);

b. Combination, operation or use of the Custom Deliverable with other items or services Contractor did not supply or approve in writing;

c. USBE or State of Utah failure to use any fully functional new or corrected versions of the Custom Deliverable provided to USBE and the State by Contractor;

d. USBE or State of Utah's use of the Custom Deliverable in a manner not permitted by the Contract;

e. Contractor's adherence to USBE or State of Utah specifications or instructions, provided that if Contractor is or should be aware that the State's specifications or instructions will result in a breach of warranty, Contractor has communicated such concern to the State and permitted the State to modify such specifications or instructions.

THE WARRANTIES EXPRESSLY SET FORTH IN THIS CONTRACT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. CONTRACTOR 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.

25. **STATE WARRANTIES:**

a. State Specifications Warranty. State warrants that any State-provided specifications or requirements upon which configuration of the Solution is based will be in compliance with applicable federal, state and local laws and regulations.

b. State Materials Warranty. State warrants that during the term, it will have and maintain the legal right, authority, and licenses and consents from third parties

necessary for CGI to use State 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.

    c. State Data and Use of Solution Warranty. State warrants that State Data and State's use of the Solution will comply with the restrictions specified in Schedule B Section 1 and Section 2.

    d. Compliance with Laws. State will comply with all laws and regulations applicable to performance of its obligations under the Contract.

26. DEFAULT AND REMEDIES:

26.1. In the event Contractor is in default of this Contract for a material breach of any term or condition of this Contract, the State will issue a written notice of default and may provide a fourteen (14) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If, after breaching party has been provided the opportunity to cure pursuant to Section 38(a), the breaching party has not either (i) cured such breach or (ii) if the breach is not one that can reasonably be cured within 14 calendar days or as mutually agreed, developed a plan to cure the breach, and successfully implemented the plan in accordance with the terms of the plan, then the other party (a) may exercise any remedy provided by law; (b) terminate this Contract and any related contracts or portions thereof; (d) suspend or debar Contractor from receiving future solicitations; or (e) demand a full refund of the Custom Deliverables and Software, or Services furnished by Contractor that are defective or Services that were inadequately performed. Prior to termination of the Contract, Annual Planning Document, or Order for cause, the breaching party will be afforded an opportunity to meet with a senior representative of the non-breaching party to explain its position.

27. TERMINATION:

27.1. Termination for Cause: This Contract may be terminated for cause by either party if the other party is in material breach under the terms of this Contract (a "**Breach**") provided that (i) the non-breaching party provides written notice directed to the breaching party describing the alleged Breach in reasonable detail and containing a reference to this Section 27, and (ii) the breaching party shall be given an opportunity to cure as stated in Section 26, above.

27.2. Termination for Convenience: This Contract may also be terminated for convenience by either party, upon ninety (90) calendar days written notice being given to the other party. Notwithstanding the preceding sentence, USBE or the State may only terminate Contractor's Cloud Services for convenience with ninety (90) calendar days written notice to Contractor provided USBE or the State has paid in full the Cloud Subscription Fees for the then current annual Cloud Services period, otherwise, USBE or the State may only elect to terminate Cloud Subscription with no less than ninety (90) calendar days written notice. Any election to not renew does not relieve Client of its obligations to pay undisputed Cloud Services Fees, or other amounts, past due under the Agreement. In no event shall any renewal extend beyond the Contract term. The parties may agree to terminate this Contract at any time by written agreement.

27.3. Termination by Mutual Agreement: USBE and Contractor may terminate this Contract, in whole or in part, at any time, by written amendment.

27.4. Termination For Non-appropriation of Funds: Upon 30 days' written notice to Contractor, this Contract may be amended or terminated by USBE if USBE reasonably determines:) a change in available funds affects USBE's ability to perform under this Contract.

27.5. Contract Closeout: Contractor shall be compensated for the Services properly performed and Software properly provided pursuant to this Contract up to the effective date of termination as stated in the notice. Contractor agrees that in the event of termination for cause or without cause, Contractor's sole remedy and monetary recovery from USBE and the State of Utah is limited to payment for all work properly performed as authorized under this Contract up to the date of termination, and any reasonable pro-rated monies that may be owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract, after receipt and verification of documented evidence of those terminated contracts

28. **FORCE MAJEURE:** Neither party shall be held responsible for unavoidable delay or default caused by circumstances, including fire, riot, an act of God, and/or war, that are beyond that party's reasonable control. If such delay or default lasts for more than 30 days and is not caused by USBE, USBE may terminate this Contract after determining such delay or default will prevent successful performance of this Contract.

29. **WAIVER:** A waiver of any right under the Contract shall not be construed as a subsequent waiver of that right or as a waiver of any other right.

30. **DISPUTE RESOLUTION:** Any disputes will be addressed in the manner set forth in Schedule A, Section 37.

31. [RESERVED]

32. **CONTRACT INFORMATION:** During the duration of this Contract, USBE is required to make available contact information of Contractor to the State of Utah Department of Workforce Services pursuant to Utah Code § 35A-2-203. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor's job vacancies within the State of Utah.

33. **TRAVEL COSTS:** Unless otherwise agreed, all travel costs must be pre-approved by USBE and may be booked by USBE at State of Utah per diem rates.

34. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not diminish either party's right to enforce any term of this Contract that by its nature would continue beyond termination, cancellation, or expiration.

35. **SEVERABILITY:** The invalidity or unenforceability of any term of this Contract shall not affect the validity or enforceability of any other term of this Contract.

36. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

37. **RECORDS ADMINISTRATION, RIGHT TO AUDIT, PERFORMANCE MONITORING:**

37.1. Audit:

(i) The State's audit rights specified in this Section 37 are subject to the restrictions specified in subsection (ii). Contractor shall - upon written notification to Contractor - permit USBE, the State, or a third party designated by USBE, to perform, at no additional cost, an assessment, audit, examination, or review –

hereafter known as audit - of the sites and environments where services are performed under the Contract by Contractor or a Subcontractor- including physical, technical, and virtual sites and environments - in order to confirm Contractor's compliance with this Contract; associated scopes of work; and applicable laws, regulations, and industry standards. Contractor shall reasonably cooperate with such audit by providing access to knowledgeable personnel; physical premises; records; technical and physical infrastructures; and any other person, place, or object which may assist USBE, the State, or its designee in completing such audit. Upon request, Contractor shall provide the results of any audit, assessment, examination, or review performed by or on behalf of Contractor that would assist USBE, the State, or its designee in confirming Contractor's compliance with this Contract; associated scopes of work; and applicable laws, regulations, and industry standards.

(ii) USBE will comply with the following restrictions when exercising its rights under subparagraph (i):

1. USBE will provide fifteen (15) Business Days advance written notice of its intent to conduct an on-site audit of CGI facilities unless the audit is in response to documented allegations of fraud; and

2. USBE will provide five (5) Business Days advance written notice of its intent to conduct an audit of CGI records unless the audit is in response to documented allegations of fraud; and

3. USBE will conduct any audit during regular Business Hours on Business Days; and

4. Any third party designated by USBE to conduct an audit will be so designated in writing and provided to Contractor; and if such third party is a competitor of Contractor in the enterprise resources management or managed services/cloud industries, Contractor will discuss with USBE if they have concerns so an alternate third party may be used; and

5. Any third party designated by USBE will be subject to binding confidentiality obligations at least as restrictive as the terms set forth herein; and

6. Any USBE or third party auditor while on Contractor premises must be accompanied by Contractor personnel and must comply with all Contractor security protocols; and

7. Contractor may limit USBE's or third party auditor's access to documentation to either view - or read-only access in accordance with Contractor's internal security and confidentiality policies.

37.2. RECORDS ADMINISTRATION: Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State to Contractor. These records shall be retained by Contractor for at least six (6) years after final payment (per Utah Administrative Code R33-12-605 and Utah Code 78B-2-309), or until all audits initiated within the six (6) years have been completed, whichever is later. Provided that USBE or State of Utah has given Contractor reasonable prior written notice, Contractor shall allow, at no additional cost, USBE, State of Utah and a third party designated by USBE, access to all such records. Further, Contractor agrees to

include a similar right to audit records and interview staff in any subcontract related to performance of this Contract.

37.3. Performance Monitoring: USBE reserves the right to monitor Contractor's performance, including Subcontractors, and may perform checks and reviews. Evaluation results may be made available to Contractor upon request.

38. **PUBLIC INFORMATION:** This Contract and all related solicitation documents, purchase orders, pricing documents, and invoices are public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act.

39. **CONFIDENTIALITY**: Confidential Information obtained by by either party may only be used for the purposes identified in this contract, unless prior written consent has been obtained in advance from the other party. Each party shall notify the other promptly of any potential or actual misuse or unauthorized disclosure of confidential information. The receiving party agrees: (i) to afford the disclosing 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 disclosing party's confidential information to the receiving party's own employees having a need to know the information for the purposes of this Contract; (iii) not to disclose any such confidential information to any third party, except as permitted in this Section 38; and (iv) to use the disclosing 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. Notwithstanding anything to the contrary in this Section 38 unless otherwise expressly prohibited in a Statement of Work, either party may disclose confidential information to its attorneys, auditors, insurers, or accountants for the purposes of reporting to or seeking advice from the relevant party. In such circumstances such party shall ensure, to the extent it is able to do so, that every person to whom disclosure is made pursuant to this Section 38 uses such confidential information solely for such purposes and complies with this Section 38 to the same extent as if it were a party to this Contract. Confidential information will remain the property of the disclosing party, and the receiving party will not be deemed by virtue of this Contract or any access to the disclosing party's confidential information to have acquired any right, title or interest in or to the confidential information. The receiving party agrees not to disassemble, decompile or reverse engineer any of the disclosing party's confidential information. 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 disclosing party; (ii) after its disclosure by the disclosing 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 this Agreement; or (iv) is independently developed by the receiving party without reference to the disclosing party's Confidential Information.

40. **ANTI-BOYCOTT ISRAEL**: In accordance with Utah Statute 63G-27-101, Contractor certifies that it is not currently engaged in a boycott of the State of Israel and agrees not to engage in a boycott of the State of Israel for the duration of the contract.

41. **GENERAL DATA PROVISIONS:**

41.1. Data Ownership: Except for Contractor's ownership rights in Contractor Materials as set forth in Attachment B, Schedule A, USBE retains all rights, title, and interest, including all intellectual property and proprietary rights, in and to system data, State Data, and all related data and content.

41.2. Agent Designation: To the extent the Contractor requires access to education

records as defined in FERPA, Contractor is hereby designated as an agent of USBE pursuant to FERPA for the limited purpose of receiving PII to fulfill the purposes of this contract. Contractor may use the PII as provided herein but may not transfer or otherwise convey PII to any other Person.

41.2.1. Compliance With Data Privacy Laws: If Contractor is USBE's agent pursuant to 37.2, Contractor shall comply with all applicable data privacy laws, regulations, code, and rules including FERPA 20 U.S.C. § 1232g et seq. and 34 C.F.R. Part 99 et seq., the Individuals with Disabilities Education Act, 30 U.S.C. § 1400 et seq. and 34 C.F.R. Part 300, and the Utah Student Privacy and Data Protection Act, Utah Code § 53E-9 101 et seq.

41.3. Return Or Destruction Of Data: Contractor shall erase, destroy, and render unreadable all Data from all non-USBE computer systems and backups under Contractor's control, and certify in writing that these actions have been completed within 30 days of the expiration or termination of this Contract or within seven days of the request of USBE, whichever shall come first, unless USBE provides Contractor with a written directive that certain Data be preserved in accordance with applicable law; or that Contractor return the Data through a complete and secure (*i.e.,* encrypted and appropriately authenticated) download file of all Data). Return of State Data is governed by Attachment B, Schedule A. Data returned under this subsection must either be in the format as originally provided, or, as mutually agreed to by the parties, in a format that is readily usable by USBE, or formatted in a way that it can be used. The costs for returning documents and data to USBE are included in this Contract.

41.4. Access To Data:

41.4.1. Contractor shall limit access to Data to Authorized Persons only and shall require a non-disclosure agreement be signed by Contractor prior to being granted access to Data. Contractor shall be responsible for ensuring compliance by any of their Authorized Persons.

41.4.2. Contractor shall maintain past and current lists of all Authorized Persons, and shall permit inspection of the same by USBE upon request.

41.4.3. Contractor shall maintain an audit trail for the duration of this Contract, which reflects the granting and revoking of access privileges to Authorized PersonsA copy of this audit trail may be requested by USBE from Contractor at any time and shall be provided within 10 days of the USBE request.

41.4.4. Contractor shall have strong access controls in place. Contractor shall disable and/or immediately delete unused or terminated Authorized Persons' accounts and shall periodically assess account inactivity for potential stale accounts.

41.4.5. Contractor shall provide annual mandatory privacy and security awareness training for all Authorized Persons, maintain past and current lists of Authorized Persons that have completed training, and permit inspection of the same by USBE upon request.

41.4.6. USBE retains the right, at its sole discretion, to revoke access to any individual, group, or entity authorized by Contractor. Thereupon, Contractor shall revoke access and provide USBE written confirmation of the date that access was removed.

41.5. Use and Disclosure of Data:

41.5.1. Contractor's collection, or use of Data shall be limited to that necessary and directly related to the Contractor's responsibilities set forth in the Contract.

41.5.2. Contractor shall share Data with a Person outside of this Contract only if provided for in writing in the Scope of Work, with prior written consent of USBE, or with law enforcement agencies or individuals as authorized by law or court order. If Contractor receives a request for Data from law enforcement or a court order, Contractor shall notify USBE of the request within two business days, as permitted by law.

41.5.3. If pursuant to the Contract, Contractor is required to publicly release Data, Contractor must aggregate the Data by totaling the Data and reporting it at the group, cohort, school, school district, region, or state level. Contractor shall, upon request of USBE, provide USBE with a document that lists the steps and methods the Contractor shall use to de-identify the information. Any aggregate data that is publicly released without being redacted using the methods in this section shall be considered an Incident. The following methods shall be used on any aggregated reports:

(a). Aggregate data shall be reported publicly only if there is a sufficient number of individuals represented in any demographic or subgroup so that an individual cannot be identified.

(b). Aggregated reports shall be redacted using complementary suppression methods that remove the risk of Data being identifiable using simple mathematics or formulas.

(c). Contractor shall not use Data for any secondary use, including Targeted Advertising, except under the following conditions:

(i). For adaptive learning or customized student learning purposes.

(ii). To market an educational application or product to a parent or legal guardian of a student if Contractor did not use Data, shared by or collected per this Contract, to market the educational application or product.

(d). To use a recommendation engine to recommend to a student (i) content that relates to learning or employment, within the third-party contractor's application, if the recommendation is not motivated by payment or other consideration from another party; or (ii) services that relate to learning or employment, within the third-party contractor's application, if the recommendation is not motivated by payment or other consideration from another party;

(e). To respond to a student request for information or feedback, if the content of the response is not motivated by payment or other consideration from another party.

(f). To use Data to allow or improve operability and functionality of the third-party contractor's application.

41.5.4. Contractor shall not sell or otherwise monetize Data except Data transferred through the purchase of, merger with, or otherwise acquisition of Contractor provided that all parties remain in compliance with this Contract.

41.6. DATA BREACH RESPONSIBILITIES: This Section only applies when a Data Breach occurs and Contractor has failed to meet its security obligations pursuant to this Contract. Contractor shall comply with all applicable laws that require the notification of individuals in the event of a Data Breach or other events requiring notification. In the event of a Data Breach or other event requiring notification under applicable law (Utah Codes § 13-44-101 thru 301 et al and 53E-9-301 et al), Contractor shall: (a) cooperate with USBE and the applicable Eligible User by sharing information relevant to the Data Breach; (b) promptly implement necessary remedial measures, if necessary; and (c) 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 relation to the Data Breach. If the Data Breach requires public notification, all communication shall be coordinated with USBE and the applicable Eligible User. Contractor is responsible for all notification and remedial costs and damages described in this section.

41.7. Unauthorized disclosure of Data. Unauthorized disclosure of Data by Contractor or Subcontractor for any reason may be cause for legal action by third parties against Contractor, USBE, or their respective agents. Contractor shall indemnify, save, and hold harmless USBE, its employees, and agents against any and all third party claims, and damages and liability asserted by a third party including reasonable costs, expenses, and attorney fees incurred as a result of a Data Breach due to any failure by Contractor, or its employees, agents, Subcontractors, or assignees to comply with the security provisions set forth in this Contract. Subject to the limitation of liability provisions herein, Contractor shall be liable to USBE for all direct, consequential, and incidental damages arising from a Data Breach due to any failure by Contractor, or its employees, agents, Subcontractors, or assignees to comply with the security provisions set forth in this Contract.

41.8. Data Transmission. Contractor shall only transmit or exchange Personally Identifiable Information and any other confidential Data via secure means (ex. HTTPS or FTPS).

41.9. Data Storage. Contractor shall store and maintain all Data in data centers located only within the United States. Contractor shall not use, store or process Data on any unencrypted portable or laptop computing device or any portable storage medium, except for devices that are used and kept only at Contractor's United States data centers, unless such storage medium is part of the Contractor's designated backup and recovery process.

41.10. Access. Contractor shall permit its employees and Subcontractors to access Data remotely only via a secured manner, such as Virtual Private Networks (VPN), and only for authorized administrative, or technical support tasks.

41.11. Password Protection. Contractor shall enforce strong authentication protections on all devices, systems, and networks with access to or that store Data.

41.12. INCIDENT RESPONSE

Contractor shall inform USBE and the applicable Eligible User within 24 hours of any Data Breach known to Contractor. It is within USBE's (or the applicable Eligible User's) discretion to determine whether any attempted unauthorized access is a Security Incident or a Data Breach provided that any such determination will be based on the definitions of "Security Incident" and "Data Breach" under this Contract, and USBE will be reasonable in its determination.

    (a). Data Breach Response: Contractor may need to communicate with

outside parties regarding a Data Breach, which may include contacting law enforcement and seeking external expertise as mutually agreed upon, defined by law or contained in this Contract. Discussing Data Breaches with USBE should be handled on an urgent as-needed basis, as part of Contractor's communication and mitigation processes, defined by law or contained in this Contract.

(b). Security Incident Reporting Requirements: Contractor shall promptly within three (3) business days report a Security Incident to USBE.

(c). Data Breach Reporting Requirements: As required by Utah Code 13-44-202 or any other law, Contractor shall promptly notify USBE of a Data Breach that affects the security of State Data.

42.   COOPERATIVE TERMS

42.1.   DEFINITIONS: "**Eligible User(s)**" means those authorized to use this Cooperative Contract and is limited to Local Education Agencies, which includes school districts, charter schools, Utah Schools for the Deaf and the Blind, and any other entity that the Utah State Board of Education has authority over.

42.2. INVOICING: For non-subscription fees, Contractor will submit invoices within thirty (30) days after the delivery date of the Procurement Item(s) to the Eligible User. Subscription fees will be billed annually in advance. Invoices will be submitted in accordance with Attachment B, Schedule A but no later than 15 days after fiscal year end (June 30) for any work performed during the fiscal year. All final invoices must be submitted no later than 90 days from the termination of the Contract. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the Eligible User will be those prices listed in this Contract, unless Contractor offers a discount at the time of the invoice. It is Contractor's obligation to provide correct and accurate invoicing. The Eligible User has the right to adjust or return any invoice reflecting incorrect pricing.

42.3. PAYMENT: Payments of undisputed invoice amounts are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment of undisputed amounts has not been made after sixty (60) days from the date a correct invoice is received by an Eligible User, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. If Eligible User withholds any invoiced amount which it disputes in good faith, Eligible User must pay all undisputed amounts on the invoice within the agreed payment period and promptly notify Contractor of the specific amount in dispute and the reasons why it disputes the amounts. Contractor and Eligible User will work together in good faith to resolve any timely disputed amount in a prompt and mutually acceptable manner. If a disputed amount is not resolved within thirty (30) days after the original payment due date, the parties will resolve via an informal dispute process as mutually agreed to by the parties. The acceptance by Contractor of final payment, without a written protest filed with the Eligible User within ten (10) business days of receipt of final payment, shall release the Eligible User from all claims and all liability to the Contractor. An Eligible User's payment for the Procurement Item(s) and/or Services shall not be deemed an acceptance of the Procurement Item(s) and is without prejudice to any and all claims that the Eligible User may have against Contractor. Contractor shall not charge Eligible Users electronic payment fees of any kind.

42.4.   LARGE VOLUME DISCOUNT PRICING: Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for

Contractor to offer discount pricing to an Eligible User for large volume purchases.

42.5. **ELIGIBLE USER PARTICIPATION:** Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Procurement Items based upon the same terms, conditions, and prices of this Contract.

42.6. **INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Procurement Items from this Contract will be treated as individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. USBE is not responsible for any unpaid invoice.

42.7. **ORDERING**: Orders will be placed by the using Eligible User directly with Contractor and will be documented using the CGI Advantage® Cloud Sample Order form included in Attachment B.

42.8. **END USER AGREEMENTS**: If Eligible Users are required by Contractor to sign an End User Agreement before participating in this Contract, then a copy of the End User Agreement must be attached to this Contract as an attachment. The term of the End User Agreement shall not exceed the term of this Contract, and the End User Agreement will automatically terminate upon the completion or termination of this Contract. An End User Agreement must reference this Contract, and it may not be amended or changed unless approved in writing by USBE. Eligible Users will not be responsible or obligated for any early termination fees if the End User Agreement terminates as a result of completion or termination of this Contract.

42.9. **REPORTS:** Contractor agrees to provide an annual utilization report, reflecting number of instances in each category to Eligible Users during the period. The report will show the dollar volume of purchases by each Eligible User. Reports are due by December 31 of each year to the program contact.

43. **LIMITATION OF LIABILITY**:
The parties' liability is limited in the manner set forth in Attachment B, Schedule A.

44. **NOTICE**:

Wherever one party is required to give formal notice to the other, such notice shall be deemed given upon receipt of electronic mail and email attachments. Notices pertaining to an Order for an Eligible User shall be addressed to the individuals as set forth in Section 2 of the CGI Advantage® Cloud Order for Such Eligible User. All other notices shall be sent to the following individuals:

CGI	USBE
CGI Technologies and Solutions Inc. 2701 N Thanksgiving Way, Suite 100 Lehi, Utah 84043 **Attn**: Chad Bowman, Director Consulting Services **Email**: chad.bowman@cgi.com	
With cc to:	

CGI Technologies and Solutions Inc.	
11325 Random Hills Road, 8th Floor	
Fairfax, VA 22030	
Attn: Office of General Counsel	
Email: US-OGC.crp@cgi.com	

ATTACHMENT B

CGI Advantage®
Master Agreement

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CGI Advantage® Master Terms – Cover Document

The CGI Advantage® Master Terms in this Attachment B ("**Advantage Master Terms**" or "**Attachment B**") are incorporated into the Contract which provides the terms and conditions on which CGI will provide Client with access to and use of the CGI Advantage® Cloud solution ("**Solution**") and will provide associated Solution set-up, consulting, and other professional services to Client. Capitalized words and phrases employed in the Contract shall have the meaning specified in Schedule G (CGI Advantage® Master Agreement Glossary) except as otherwise set forth herein.

1. Composition of the Agreement

Attachment B comprises the following documents:

- This Cover Document

- Orders authorized under the Advantage Master Terms

- Annual Planning Documents (APDs) Authorized under the Advantage Master Terms

- Schedule A: CGI Advantage® Cloud Legal Terms and Conditions

- Schedule B: CGI Advantage® Cloud Solution Access Terms

- Schedule C: CGI Advantage® Cloud Solution Support Program

- Schedule D: CGI Advantage® Cloud Solution Warranty Program

- Schedule E: CGI Advantage® Cloud Solution Security Program

- Schedule F: CGI Advantage® Cloud Solution Service Level Agreement

- Schedule G: CGI Advantage® Cloud Solution Consulting Services Terms

- Schedule H: CGI Advantage® Master Agreement Glossary

2. Order of Precedence

In the event of any conflict between or among the provisions contained in the Advantage Master Terms (exclusive of Attachment A and the USBE's Contract Signature Page), the following order of precedence will govern: (i) each applicable Order; (ii) these Advantage Master Terms, exclusive of Schedules; (ii) Schedules to the Advantage Master Terms in the Order listed in Section 1; and (iii) Annual Planning Document (except as to terms specifically identified in a particular Annual Planning Document as modifying or amending terms of the Advantage Master Terms, which terms will control over the Advantage Master Terms for that Annual Planning Document only).

3. Pre-Printed Terms

[Reserved]

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CGI Advantage® Cloud Sample Order

1. Client Identification and Organization Information

Client Name	
Client address	
Organization type	State Government
State in which organized	Utah
Tax Identification Number	876000545
Tax Exemption Certificate	11736850-092-STC

2. Contact Information of the Parties

CGI	Utah
Business Contact: CGI Technologies and Solutions Inc. 2701 N Thanksgiving Way Ste 100 Lehi UT 84043 **Attn**: Chad Bowman, Director Consulting Services **Email**: chad.bowman@cgi.com	
Security Contact: CGI Technologies and Solutions Inc. 11325 Random Hills Road, 8th Floor Fairfax, VA 22030 **Attn**: Jeff Schroeder **Email**: jeff.schroeder@cgi.com	
Legal Contact: CGI Technologies and Solutions Inc. 11325 Random Hills Road, 8th Floor Fairfax, VA 22030 **Attn**: Office of General Counsel **Email**: US-OGC.crp@cgi.com	
Payment/Billing	
Bank of America c/o CGI Technologies and Solutions Inc. 12907 Collections Center Drive Chicago, IL 60693	
Delivery Contacts	
CGI Technologies and Solutions Inc. 2701 N Thanksgiving Way, Suite 100 Lehi, Utah 84043 **Attn**: Chad Bowman, Director Consulting Services **Email**: chad.bowman@cgi.com	

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3. Contract Term Information

Contract Term information is addressed in the Utah Contract Cover Page

Go-Live Date	Twelve (12) months from Contract execution unless mutually agreed upon by the Parties

4. CGI Advantage® Cloud Solution Information

4.1. Cloud Applications

CGI Advantage® Applications	Financial Management, Asset Management, Inventory Management, and Procurement Professional

4.2. Cloud Configuration Options

Additional Environments**	N/A
Additional Storage or Network Capacity**	N/A

Table 4.2 above reflects environments, storage, and network capacity **in addition to those defined in Section 6 of the Order*

5. Pricing and Payment Schedule

5.1. Cloud Services Period and Fees

Fiscal Year	Period	Annual Fee
1		
2		
3		
4		
5		
6		
7		
8		
9		

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10		
11		

5.2. CGI Consulting Services – Fixed Capacity Fees

The table below specifies the Annual Fees for Fixed Capacity CGI Consulting Services.

For Fiscal Years 3 through 11, the Annual Fee represents an approximate range of 6,000 to 9,000 hours of Fixed Capacity (see Schedule G for more information on Fixed Capacity) CGI Consulting Services. The range is dependent on the scope of services defined and agreed to in the Annual Planning Document for each Fiscal Year.

Fiscal Year	Period	Annual Fee
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		

5.3. CGI Consulting Services – Additional Capacity Rates

The CGI Rate Card below defines the maximum hourly rate that will be used by CGI in each Fiscal Year to provide Additional Capacity services. Actual rates will be identified at the time Additional Capacity services are requested but will not exceed the maximum hourly rate specified in the table below. All services provided at these rates will be invoiced on a Time and Materials (T&M) basis with travel and other Reimbursable Expenses in accordance with Attachment A (State of Utah Standard Information Technology Terms and Conditions) invoiced in addition to the specified hourly rates.

Fiscal Year	Period	Maximum Hourly Rate
1		
2		

3		
4		
5		
6		
7		
8		
9		
10		
11		

5.4.   Invoicing Schedule

Invoice Date	SaaS Subscription Fee	CGI Consulting Services Fee**	Total Invoice Amount

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**If Performance Milestones defined for CGI Consulting Services in a given quarterly period are not achieved, the Client can withhold up to 5% of the next quarter's CGI Consulting Services fee as listed in the table above. If such withholding is requested by Client, Client must provide to CGI written notice at least five (5) business days' notice prior to the Invoice Date for that period. CGI will immediately invoice the Client for the withheld invoice amount attributable to the missed Performance Milestone when that Performance Milestone has been achieved.

5.5.   Early Termination Fees (Cloud Services and CGI Consulting Services)

The parties acknowledge that the State of Utah will only be liable for those Early Termination Fees associated with the Fiscal Year in which the termination occurred as set forth below.

Fiscal Year	Start Date	End Date	Cloud Services Early Termination Fee	CGI Consulting Services Early Termination Fee**
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

**Early Termination Fees for CGI Consulting Services is based on the Fixed Capacity defined in Section 5.2. The Early Termination Fee will be adjusted proportionately when the Fixed Capacity is changed as part of an approved APD for a Fiscal Year. By example, if the Fixed Capacity of an approved APD is decreased by 25%, the Early Termination Fee is also reduced by 25%.

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6. Cloud Usage Levels, Storage, Network Capacity

This table outlines the Client's current usage levels across the Advantage 3.10 version of software to determine storage and network capacity needs.

CGI Advantage Financial (version 3.10)	Usage Levels
Total users	
Estimated peak concurrent users	
Estimated documents per month	
Non-production environments maintained	
**Full size copies of production database kept in non-production environments	
**Maximum Production Storage Size for Term of Contract	
Estimated annual storage growth rate	
Network Capacity	

**The Usage Levels specified in the table exclude the Disaster Recovery ("DR") environment

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Schedule A – CGI Advantage® Cloud Legal Terms and Conditions

This Schedule A sets forth the general terms and conditions governing the CGI Advantage® Master Terms between the Client and CGI.

1. Services to be Performed

1.1. Authorization to Perform Services

In addition to the authorization requirements set forth in the Contract, each instance in which CGI will perform Services for Client will require that this Advantage Master Terms be in effect as of the commencement of such Services, as well as:

1.1.1. In the case of Cloud Services, the Advantage Master Terms must include Schedule C specifying the Cloud Services (or be amended to include the Cloud Services); and

1.1.2. In the case of CGI Consulting Services, execution of an Annual Planning Document as specified in Schedule G.

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 be responsible to Client for performance of the Services and compliance with the Contract regardless of the use of such Affiliates or third party suppliers.

2. Payment

2.1. Services Fees

2.1.1. Cloud Services Fees. The Order (as may be amended) specifies the amount of and schedule of Cloud Services Fees that the Client will pay to CGI under the Contract.

2.1.2. CGI Consulting Services Fees. The Order (as may be amended) specifies the amount of and payment schedule for CGI Consulting Fees the Client will pay to CGI under the Contract.

2.2. Recoupment of CGI Consulting Services Fees for Pre-Go-Live Phase Services

The Order will specify the amount of CGI Consulting Fees for the Pre-Go-Live Phase Services that CGI will recoup in the event of termination of the Agreement by Client for convenience ("Early Termination Fees"). In the event of termination by CGI or termination by Client for default by CGI, no Early

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Termination Fees will be assessed or paid. Under no circumstances will the Early Termination Fees exceed the total Services Fees under this Contract.

2.3.   Invoices

CGI will submit invoices to Client for Cloud Services fees for Cloud Services in accordance with the Order, Section 5 (Pricing and Payment Schedule). CGI will submit invoices to Client for CGI Consulting Services and applicable Reimbursable Expenses as agreed by the Parties in writing, not to exceed the overall price of the Contract as designated in the Contract cover page. 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 Contract. Each invoice will identify the Order and, if applicable, the Annual Planning Document to which it relates.

2.4.   Other Payment Terms

Terms addressing disputed charges and other payment matters are addressed in Sections 33 and 34 in Attachment A.

3.   Proprietary Rights

3.1.   CGI Materials.

Notwithstanding anything to the contrary in the Contract, 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 an Annual Planning Document pursuant to the terms and conditions of the Contract.

3.2.   Client Materials

As between Client and CGI, Client will retain ownership of the Client Materials, including all State Data.

3.3.   Grant of Limited License to CGI

Client hereby grants to CGI and as applicable to CGI's Affiliates, subcontractors, and suppliers during the term of the applicable Contract a revocable, nonexclusive, nontransferable, limited right and license to access, display, reproduce, and process Client Materials provided by Client under the Contract, in compliance with the Agreement and for the sole purpose of providing the Cloud Solution to Client.

3.4.   Copying

Client will not copy or use any CGI Materials in any way that is not authorized by law or the Contract. 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.

3.5. 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. Client Responsibilities

4.1. Client Responsibilities in General

Client is responsible for timely performance of its responsibilities and obligations under the Contract. Without limiting the generality of the foregoing sentence, Client will satisfy its obligations with regard to:

4.1.1. The Cloud Services specified in Schedules C and F; and

4.1.2. Each Annual Planning Document issued under the Agreement as specified in the applicable Annual Planning Document.

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 as documented in this Contract or an APD, Client will furnish such items in a timely fashion in a reasonable format specified by CGI, or such other format as mutually agreed by the parties in writing. Client is responsible for ensuring that all physical media that Client furnishes to CGI for processing meet the specifications of the manufacturer of the equipment with which such media are to operate and any other specifications that CGI may reasonably establish. Client will have sole responsibility for the adequacy, quality, legality, and accuracy of all Client Materials and information that Client furnishes to CGI and the results obtained therefrom. If a Client delay or failure in satisfying its responsibilities under the Contract impacts CGI's ability or cost to deliver the Services, in addition to other remedies available to CGI at law or in equity, such impact will be addressed through an Amendment equitably adjusting applicable schedules and CGI compensation.

5. Confidential Information

5.1. Additional Confidentiality Terms

In addition to the confidentiality obligations set forth in Section 24 (CONFIDENTIALITY) in Attachment A, the parties agree to the terms in this Section 5.

5.2. Ownership of Confidential Information

Confidential Information will remain the property of the furnishing party, and the receiving party will not be deemed by virtue of this Agreement or any access to the furnishing party's Confidential Information to have acquired any right, title or interest in or to the Confidential Information.

5.3. Treatment of Confidential Information on Expiration or Termination of Agreement

Upon expiration or termination of the Contract, the receiving party may retain copy(ies) of Confidential Information as required by applicable laws, regulations, or internal information retention policies, or as necessitated by operation of receiving party's automatic back-up system, provided that the receiving party shall continue to be subject to the obligations of the Agreement with respect to Confidential Information so retained.

5.4. Injunctive Relief

Each party agrees that if a Utah 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. [Reserved]

6.1.1.

7. Term and Termination

7.1. Term

The term of the Contract is as set forth on the Contract signature page.

7.2. Termination for Convenience

7.2.1. Termination for Convenience provisions are addressed in Attachment A Section 38 B. If Client terminates the Agreement for any reason other than CGI's material breach of contract or for non-appropriation of funds pursuant to Section 2.j. of Attachment A to the Contract, Client shall pay to CGI the Early Termination Fee(s) specified in the Order. Such Early Termination Fee(s) are exclusive of any Transition Services described in Section 7.5.

7.3. Termination for Cause

7.3.1. Either party may terminate for cause as permitted in Attachment A. If Client's election to terminate the Agreement, Annual Planning Document, or an Order for cause under this Section is determined by a court of competent jurisdiction to have been wrongful, then the termination will automatically be considered a termination for convenience.

7.3.2. Notwithstanding the preceding Subsection, if Client breaches the Solution access restrictions specified in Schedule B or its nondisclosure obligations under the Contract, CGI will have the right, without affecting any other rights and remedies CGI may have, to suspend the State's access to the Cloud Solution until the Client's breach is cured. In the event of a suspension under this Section 7.3.2, Contractor will provide Client with written notice specifying the nature and particulars of the alleged breach, and Client will use best efforts to cure the applicable breach. Contractor will reasonably assist the Client in its cure efforts. Access to the Cloud Solution will be restored once the breach is cured. If the Client is unable to cure the breach within a reasonable period of time, not to exceed thirty (30) calendar days, Contractor may terminate the Contract and Client's Cloud Solution access.

7.3.3. Termination of the Agreement for cause will be in addition to, and not in lieu of, other remedies available to the terminating party under the Agreement

7.4. Effects of Termination

Except as agreed upon as a Transition Service pursuant to Section 7.5, upon expiration or termination of the Agreement for any reason Client's right to access the Solution under the Agreement will immediately terminate and the parties will satisfy the obligations set forth in this Section:

7.4.1. Client will cease all access to the CGI System.

7.4.2. Client will promptly pay CGI all undisputed amounts owed under the Contract up to the date of termination, including, but not limited to Early Termination Fees (if applicable), and fees for Cloud Services and CGI Consulting Services.

7.4.3. Each party will return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party.

7.4.4. CGI will disposition Client Data as described in this Subsection.

7.4.4.1. Upon receipt of a notice of termination from Client, CGI 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 CGI System format or a format as otherwise mutually agreed to by the parties.

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 7.5, the parties will coordinate CGI delivery of Client Data copies with the Transition Services.

      7.4.4.6.   Except as otherwise provided in this Subparagraph, within ten (10) Business Days of the effective date of termination, CGI will destroy all Client Data. CGI may retain Client Data occasionally entered into the Ticketing System as part of the 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 of the Agreement for any reason, Client will, at CGI's option, either deliver to CGI or destroy the original and all copies (including partial copies) of CGI Materials, all CGI Confidential Information, and any other materials provided by CGI under the Agreement, including copied portions contained in derivative works, and certify in writing to CGI that Client has fully performed its obligations under this Subsection.

   7.5.   Transition Services on Termination

In connection with termination or expiration of the Agreement, Client may request CGI assistance in migrating Client's processing being performed by CGI under the Agreement to the control of Client or an alternate vendor designated by Client. Provided Client is current in its payment to CGI under the Agreement, CGI will perform reasonable Transition Services as CGI Consulting Services under a separate Order and Annual Planning Document for a period of up to six (6) months on a time and materials basis at CGI's then current professional services rates. If the parties enter into an Order and Annual Planning Document for Transition Services, CGI will coordinate the return of Client Data required under this Section during Transition Period.

8. Limitation of Liability

   8.1.   Errors in Processed Data

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. IF ANY SUCH RESULTS ARE INACCURATE DUE TO THE FAULT OF CGI, CGI'S SOLE OBLIGATION WILL BE TO REPROCESS THE AFFECTED DATA AT NO ADDITIONAL CHARGE TO CLIENT. FOR THE PURPOSE OF CLARIFICATION, IN THE EVENT CGI FAILS TO REPROCESS THE AFFECTED DATA AS REQUIRED IN THIS SECTION 8.1, CLIENT WILL BE ENTITLED TO SEEK ANY AND ALL CONTRACTUAL REMEDIES. IF ANY SUCH RESULTS ARE INACCURATE DUE TO THE FAULT OF CLIENT, OR ANY ACTIONS TAKEN BY CGI AT THE CLIENT'S DIRECTION, CGI WILL HAVE NO LIABILITY TO PROVIDE CORRECTED DATA EXCEPT AS THE PARTIES AGREE IN AN EXECUTED AMENDMENT TO THIS CONTRACT. CGI WILL NOT BE RESPONSIBLE OR LIABLE IN ANY OTHER MANNER FOR ANY SUCH

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RESULTS (WHETHER FORESEEN OR UNFORESEEN). IF CLIENT HAS NOT NOTIFIED CGI IN WRITING OF ANY CLAIMED ERRORS IN SUCH RESULTS WITHIN TWENTY (20) DAYS AFTER RECEIVING THEM, SUCH RESULTS WILL BE DEEMED TO HAVE BEEN ACCEPTED BY CLIENT.

8.2. Loss of Client Data

IF CLIENT DATA IS LOST, CORRUPTED OR DESTROYED WHILE IN THE POSSESSION OR CONTROL OF CGI DUE TO CGI'S (OR ITS AFFILIATES, CONTRACTORS OR SUPPLIERS) FAULT OR NEGLIGENCE, CGI WILL USE BEST 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.

8.3. Data Breaches

CGI'S LIABILITY FOR ANY CLAIMS, DAMAGES AND/OR LOSSES ARISING OUT OF A DATA BREACH RESULTING FROM CGI'S OR CGI'S AFFILIATES', SUPPLIERS' OR CONTRACTORS' INTENTIONAL ACT, NEGLIGENCE, OR BREACH OF ITS OBLIGATIONS UNDER THE CONTRACT, IS NOT SUBJECT TO THE LIMITATIONS OF LIABILITY SET FORTH IN SUBSECTIONS 8.4 AND THE EXCLUSION OF DAMAGES SET FORTH IN SUBSECTION 8.5. RATHER, IN THE EVENT OF SUCH A DATA BREACH, CGI'S MAXIMUM LIABILITY DURING THE APPLICABLE CLOUD SERVICES PERIOD (INCLUDING WITHOUT LIMITATION, FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR OTHER TORT CLAIM, AND INDEMNIFICATION) SHALL BE LIMITED TO FIVE MILLION ($5,000,000.00) DOLLARS PER CLOUD SERVICES PERIOD. IN NO EVENT SHALL CGI'S AGGREGATE LIABILITY FOR ANY CLAIMS, DAMAGES AND/OR LOSSES UNDER THIS CONTRACT EXCEED TEN MILLION ($10,000,000.00) DOLLARS OVER THE TERM OF THE CONTRACT.

8.4. Liability Limits

EXCEPT AS OTHERWISE PROVIDED IN SUBSECTIONS 8.3 AND 8.7 OR AS OTHERWISE EXPRESSLY SET FORTH IN THE CONTRACT AS AN EXCEPTION TO THE LIABILITY LIMITS, THE PARTIES' RESPECTIVE AGGREGATE LIABILITY FOR ANY CLAIMS, LOSSES AND/OR DAMAGES ARISING UNDER OR RELATED TO THE AGREEMENT (INCLUDING WITHOUT LIMITATION, FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR OTHER TORT CLAIM) SHALL NOT EXCEED:

8.4.1. With regard to claims arising from Cloud Services, for all claims arising within a Cloud Services Period, the amount of the Cloud Services Fees for the applicable Cloud Services Period; and

8.4.2. With regard to claims arising from CGI CONSULTING Services under aN ANNUAL PLANNING DOCUMENT the amount of TWENTY-FOUR (24) months fees under the applicable ANNUAL PLANNING DOCUMENT;

8.4.3. Provided, however that the limits on Client's liability will not limit Client's obligation to pay UNDISPUTED fees under the Agreement.

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8.5. Exclusion of Damages - CGI

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 AGREEMENT BE LIABLE FOR:

8.5.1. damages TO THE EXTENT caused by the failure of Client or its affiliates or suppliers to perform their responsibilities AS SPECIFIED IN THE CONTRACT;

8.5.2. Any claims or demands of third parties, except those claims or demands for which CGI is required to indemnify pursuant THE CONTRACT; or

8.5.3. 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.

8.6. Exclusion of Damages – Client

IN NO EVENT WILL CLIENT BE LIABLE FOR:

8.6.1. damages TO THE EXTENT caused by the failure of cgi or its affiliates or suppliers to perform their responsibilities AS SPECIFIED IN THE CONTRACT;

8.6.2. Any claims or demands of cgi's third parties, or

8.6.3. Any lost profits, loss of business, lost savings or other consequential, special, incidental, indirect, exemplary or punitive damages, even if client has been advised of the possibility of such damages.

8.7. Exclusions from Limitations

THE FOREGOING LIMITATIONS DO NOT APPLY TO CGI'S INDEMNIFICATION OBLIGATIONS SPECIFIED IN UTAH ATTACHMENT A SECTION 10 OR TO CLIENT'S WARRANTY OBLIGATIONS SPECIFIED IN ATTACHMENT A SECTION 14.

8.8. Acknowledgement

EACH PARTY ACKNOWLEDGES AND AGREES THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 8:

8.8.1. Are reasonable and the pricing set forth in the Agreement reflects this allocation of risk;

8.8.2. Will not be deemed to limit any liability to an extent that would not be permitted under applicable law; and

8.8.3. Will survive notwithstanding the failure of any exclusive remedy under the Agreement.

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9. Audits

In addition to any audit rights set forth in Attachment A, the parties will have the 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 Agreement. CGI will have the right to conduct audits to verify that Client use of the Solution complies with the Agreement. Audits pursuant to this Subsection will be conducted:

9.1.   At the expense of the party requesting the audit;

9.2.   During Business Hours on reasonable written advance notice;

9.3.   Not more frequently than annually unless an audit reveals a breach of contract or as otherwise mutually agreed to by the parties in writing; and

9.4.   If conducted by an independent third party Auditor, then said Auditor:

9.4.1.   Is not paid on a contingency or other basis related to the outcome of the audit;

9.4.2.   Has executed a confidentiality agreement with the party requesting the audit in a form reasonably acceptable to both parties that at a minimum prohibits the Auditor from using or divulging to third parties information obtained in connection with the audit; and

9.4.3.   In the case of Client audits of CGI, is not a known competitor with CGI in the public sector Enterprise Resources Planning solutions market; and

9.4.4.   In the case of CGI audits of Client, said Auditor complies with Client Security requirements set forth herein.

10. Disputes

10.1.   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 who does not devote substantially all of his or her time to performance under the Agreement. The representatives will furnish to each other all non-privileged information with respect to the dispute that the parties believe to be appropriate and germane. The representatives will negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. Formal proceedings for the resolution of the dispute may not be commenced until the earlier of: (i) the designated representatives conclude that resolution through continued negotiation does not appear likely; or (ii) thirty (30) calendar days have passed since the initial request to negotiate the dispute was made; provided, however, that a party may file earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or to apply for interim or equitable relief.

10.2. 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

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 in the Contract,.

11.3. 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 approval that is either requested or reasonably required by the other party in order to perform its responsibilities under the Agreement.

11.4. Third Party Beneficiaries

There are no intended third party beneficiaries of any provision of the Agreement. For the purpose of clarification, DAS and other State of Utah agencies and departments who are Authorized Users or otherwise benefit from this Contract are not considered third parties.

11.5. Non-Solicitation

During the term of the Agreement and for twelve (12) months after its expiration or termination, neither party will knowingly, 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 directly 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:

11.5.1. Prohibit a general solicitation of employment in the ordinary course of business or prevent a party from employing any employee who contacts such party as a result

of such an advertised general solicitation(unless the advertised general solicitation is undertaken as a means to circumvent; or conceal a violation of this clause); or

11.5.2.   Be read so as to limit employment opportunities to an extent that would not be permitted under applicable law.

11.6.   Digital Signature; Counterparts

The Contract and each Annual Planning Document issued under the Contract may be signed in ink or digitally in one or more counterparts, each of which will be deemed to be the original Contract or Annual Planning Document. Any accurate copy of the Contract, an Order, or an Annual Planning Document made by reliable means will be considered the original.

Schedule B – CGI Advantage® Cloud Solution Access Terms.

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

1. Client Access to and Use of the Solution

1.1. Access to and Acceptance of the Solution

Subject to Client having met its payment obligations with respect to the applicable Services, CGI hereby grants to Client a limited, non-exclusive, non-transferable right to access and use, and to allow its Authorized Users to access and use, the Solution exclusively for Client's own internal business purposes during the term of, and in accordance with the terms of, the Contract.

1.2. Terms and Conditions Governing Client Use of the Cloud Applications

All rights of Client in and to the Cloud Applications will be governed by the terms and conditions of the Contract.

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 of the Solution and when such information is or was accessed using Mutually Authorized Interfaces. 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 use of the CGI System, including without limitation transmission or receipt by Authorized Users of Confidential Information of any type, outside of the Point of Demarcation; any such use will be at Client's sole risk; CGI and its employees, associates and Affiliates will have no responsibility or liability in connection with such use including for any Client disclosure of Confidential Information.

3. CGI Right to Make Changes to the Solution

Notwithstanding anything to the contrary herein, CGI may make any changes in the CGI 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 the Cloud Applications and Bundled Applications, programming languages, data communications, location of systems and service equipment, and associated third party supplier terms and conditions, without notice or consent, except as required in this Section 3. Any change to associated third party supplier terms and conditions will be effectuated through written notice from CGI to Client at least thirty (30) days in advance. CGI will provide prior written notice (or, in the event of an emergency, prompt notice after the occurrence of such emergency) if CGI believes such changes have a reasonable likelihood of adversely affecting Client's use of the Solution.

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Schedule C – CGI Advantage® Cloud Support Program

This Schedule C specifies the Cloud Services and other benefits CGI provides to Client as part of the CGI Advantage® Cloud Support Program except as modified by the applicable Order.

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, 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, provided, however, that no such changes will remove functionality or otherwise reduce the Client's ability to perform like functions below that currently used by Client in production, increase price, or otherwise conflict with the Contract, except as mutually agreed by the parties in writing. 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

1.3. CGI Solutions Support Center

CGI provides Client with help desk support for the Solution via access to the CGI Solutions Support Center ("**Support Center**"), including phone and web support as follows:

1.3.1. Standard Hours of Operation. CGI Support Center personnel are available 8am ET to 9pm ET on Business Days.

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/.

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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. Support Locations

CGI provides Cloud Services remotely or from CGI or third party supplier locations in accordance with Attachment A, Section 20.k.

1.5. Amendment Process

The parties will employ the Amendment Process to address changes to the Cloud Services, such as:

1.5.1. Changes:

1.5.1.1. Required to achieve compliance with revised Client policies and standards after the Effective Date;

1.5.1.2. To mutually agreed business requirements including, but not limited to, the Processing Schedule, processing volumes exceeding the limits set in Order (CGI Advantage® Cloud Usage Levels, Storage, and Network Capacity), Bundled Application use or volumes;

1.5.2. Client requests for:

1.5.2.1. New initiatives or Services;

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

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

1.6. Single Go-Live

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

1.7. SLA Remedies

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

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Service Levels, the Service Level Credit specified in Schedule F shall apply. 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 Contractor'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 Contractor failure. Service Level Credits are subject to the limits on Contractor liability specified in Schedule A, Section 8 (Limitation of Liability).

1.8. Sensitive Data

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

2. Written Deliverables

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

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 Agreement 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	Platform Test Criteria and Results	The Platform Test Criteria and Results documents the criteria and associated results of the platform test performed by CGI. It confirms the CGI System elements were installed correctly and interoperate as expected. Tests are intended only to validate the platform functionality; functional and performance testing are addressed separately. The Written Deliverable, approximately five pages in length and absent any Sensitive Data, is created as a Microsoft Word file and distributed as an Adobe pdf file.
4	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

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		team X about Y, notify vendors on X date). The Written Deliverable is a Microsoft Excel file distributed as such.
5	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.

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 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 twice annually.

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 Data Breach 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 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 Data Breach 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 twice annually 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 G for the Written Deliverables.

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

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.

3.1.2.8.3. 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. Provide support as necessary for Client audits of the Solution during Business Hours, not to exceed more than eight (8) hours over a single thirty (30) day period annually, or support as mutually agreed to by the parties in writing.

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 remote hands-on support for any physical activities related to 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 for the Solution Hosting Facility infrastructure; subject to reasonable advance notice and applicable confidentiality and other restrictions of the Solution Hosting Facility supplier.

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 by Client as specified in the Order (CGI Advantage® Cloud Usage Levels, Storage, and Network Capacity).

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.

3.3.3. CGI Responsibilities during Ongoing Phase

No additional responsibilities.

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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 the Order (CGI Advantage® Cloud Usage Levels, Storage, and Network Capacity).

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 and Client determines necessary to support the Solution.

3.4.1.5. For Cloud Application(s), provide one (1) production environment and two (2) non-production environment(s), each with a copy of the production data. The non-production environments support peak concurrent use up to fifty (50) users.

3.4.1.5.1.

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 the Order (CGI Advantage® Cloud Usage Levels, Storage, and Network Capacity).

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

3.4.1.6.2. Perform monthly 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.

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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 item 3.4.1.1 above.

3.4.2.2. Provide secure integrations and transmissions as well as SMTP mail services as noted in Section 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

3.5.1.1. Provide Written Deliverable No. 2 – Technical Architecture and Environment Overview – and Written Deliverable No. 3 –Platform Test Criteria and Results.

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 Section 3.5.1.3, provide online access to the Cloud Applications for the project activities absent the need to schedule maintenance 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 Sundays from 12am ET to Monday 6am ET weekly.

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,

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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.

3.5.2.4. Execute testing including user acceptance testing and 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,

3.5.3.1.2. 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

No additional responsibilities.

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.

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 Section 3.6.1.1. Review scripts to provide requirements for script customization and provide approval of final scripts and sanitized 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 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.

3.6.2.4. Provide business intelligence (e.g., queries and reports) 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 and appropriate times and methods to execute them.

3.6.3. CGI Responsibilities during Ongoing Phase

Provide at least thirty (30) days' notice in the event maintenance may impact Client connections to the Cloud Application, except in the case of emergency maintenance.

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.

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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, 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 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, and CGI Advantage® Updates as needed.

3.7.1.4.   Deliver production data to non-production environment(s) per the Processing Schedule. During the Ongoing Phase (i.e. once live), 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.

3.7.2.   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 mechanism.

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.

3.7.2.2. 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, integration, and full production-volume performance testing on all interfaces, reports and forms 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.

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 sixty (60) days advance notice, unless a shorter timeframe is mutually agreed to be the parties, of any anticipated increase in processing

volumes over twenty percent (20%) outside of gradual and agreed upon growth projections, as outlined in the Order (CGI Advantage® Cloud Usage Levels, Storage, and Network Capacity).

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), and Scheduled Maintenance per the Processing Schedule.

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 Agreement term no later than ninety (90) calendar days preceding the beginning of the applicable year.

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 ("**RPO**") of one (1) hour; and,

3.8.1.2.2. Recovery Time Objective ("**RTO**") of twelve (12) hours.

3.8.1.3. Perform the planning, configuration, and Pre-Go-Live activities as required and provide and 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 Section 3.8.1.2 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 per test. 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 but will leverage a separate access mechanism rather than interrupt production network access. 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. 4 –Technical Readiness Checklist – and Written Deliverable No. 5 –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.

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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.

3.9.3. CGI Responsibilities during Ongoing Phase

Not applicable.

3.9.4. Client Responsibilities during Ongoing Phase

Not applicable.

3.10. Update Services – Feature Set Updates

Unless otherwise specified in the Order, 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 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 Update 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.

3.10.1.5. Decommission existing environments/data thirty (30) days after the Update Go-Live Date, as needed.

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) days, or as otherwise mutually agreed to by the parties in writing, of Update deployment to Update Cadence Environment, perform testing, validation and training as needed.

3.10.2.3. Provide updates to the Processing Schedule, if needed.

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Schedule D – CGI Advantage® Cloud Warranty Program

RESERVED. CGI Advantage® Cloud Warranties are addressed in Attachment A.

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Schedule E – CGI Advantage® Cloud Security Program

This Schedule E specifies 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. Additional Confidentiality Obligations Regarding Client Data

In addition to the confidentiality obligations set forth in Section 20 of Attachment A, the parties agree to the confidentiality obligations in this Section 1.

1.1. Disclosure of Client Data to Third Parties

CGI obligations specified in this Subsection apply to CGI Affiliates, personnel, subcontractors, and suppliers, and CGI shall remain responsible for their compliance. 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:

1.1.1. Direct, indirect, blanket or unfettered access to Client Data;

1.1.2. Platform encryption keys used to secure Client Data or the ability to break such encryption; or

1.1.3. Access to Client Data if CGI is aware that the applicable Client Data is to be used for purposes other than those stated in the third party's request.

In support of CGI's obligations under Subsection 1.4, CGI may provide Client's basic contact information to the third party.

1.2. Data Breach Notification

CGI's fulfillment of its obligation to report or respond to a Data Breach under Section 21 of Attachment A is not an acknowledgement by CGI of any fault or liability with respect to the Data Breach. Client must notify CGI promptly about known Data Breaches, such as misuse of its accounts or authentication credentials or any security threats related to the Services or CGI System.

1.3. 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. usernames) 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 require their proper use by its Authorized Users. Client will require that each Authorized User will define and maintain a secure password for use of the Cloud Application(s), which will be kept strictly

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confidential by the applicable Authorized User. Client agrees to comply, and to require that its Authorized Users comply, with CGI rules of operation and security procedures for access to and use of the CGI System. 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 promptly notify the appropriate CGI point of contact identified in Schedule C 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 Client employees and agents in connection with their access to and use or misuse of the CGI System.

1.4. Security Access

1.4.1. 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).

1.4.2. In case of any Data Breach, 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. CGI will promptly provide notice to Client of any such suspension (in advance, if possible), as well as a remediation plan for the Data Breach. CGI will continue to provide updates to such plan during the suspension period.

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 described above.

2.2. Client Responsibilities for Security Services

2.2.1. Define, perform and manage the following Cloud Application(s) user security and configuration: FINET/Advantage application setup/configuration around user security and document workflow, managing State's secure FTP / file transfer mechanism, and maintaining the State Wide Area Network (WAN) to CGI's Multi-protocol Label Switching (MPLS) circuit to the Phoenix Data Center, and other responsibilities as mutually agreed to in an Annual Planning Document.

Schedule F – CGI Advantage® Cloud Solution Service Level Agreement

This Schedule F specifies the terms and conditions applicable to the CGI Advantage® Cloud Solution Service Level Agreements provided to the Client.

1. Service Level Management

1.1. Measurement and Calculation of Service

CGI is responsible for measuring Service Levels and calculating appropriate Service Credits in accordance with this Section. CGI will utilize its then-current measurement and monitoring tools and procedures to track and report CGI performance in delivering the CGI Advantage® Cloud Solution relative to the applicable Service Levels and will produce a CGI-defined monthly report.

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 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.

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 the Agreement. CGI accrues and applies Service Credits to the next issued Cloud Services invoice. If any Service Credits are owed based on performance during the final year of the Contract, CGI will refund the appropriate Service Credits calculated in accordance with this Section.

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:

$$[(X – Y) / X] \times 100 = \text{Cloud Application Availability Percentage}$$

Where –

X = planned minutes within the Hours of Availability for the applicable Cloud Application in the month

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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 twenty-six (26) days with Hours of Availability during which CGI Advantage® Financial Management was unavailable for three (3) hours as follows:

$[(X – Y) / X]$ x 100

[(18,720 minutes/month – 180 minutes/month) / 18,720] x 100 = 99.04%

Where –

X = 26 days x 12 hours/day x 60 minutes/hour = 18,720 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 worked until resolved by CGI. For Serious Issue(s), Client may request escalation if not resolved within four (4) hours, and such Serious Issue worked until resolved by CGI.

2.2.2.4.

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:

In the event the same Service Level is missed in two (2) consecutive months, the applicable Service Credit for the second such month will be doubled. In the event the same Service Level is missed in three (3) or more consecutive months, the applicable Service Credit for the third such month and subsequent months will be tripled. Once CGI has achieved the applicable Service Level target, the Service Credit resets to the Base Service Credit outlined in the table below unless and until the occurrence of a consecutive miss.

In no event will Client be entitled to assess Service Credits in any given month totaling more than ten percent (10%) of one-twelfth (1/12) of annual Cloud Services Fees for the applicable contract year.

Service Item	Service Level	Base Service Credit (% of Monthly Fee)
Cloud Application Availability	99.5%	3%
Critical Issue Response	CGI acknowledgement of receipt within 15 minutes	2%
Serious Issue Response	CGI acknowledgement of receipt within 30 minutes	2%
Transaction Response Times	Percentage of applicable system transactions processed in <2 sec: 90% <3 sec: 95% <4 sec: 98% <5 sec: 99%	3%

4. Service Level Agreement Applicability

The parties will apply Service Levels in accordance with this Section.

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 first day of the first full month beginning ninety (90) calendar days after the Go-Live Date.

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 is solely responsible.

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4.3. Exception to Application Response Time Target

Due to the potential variability in report complexity, the proposed Application Transaction Response Times exclude ad-hoc queries and Client specific report response times.

4.4. Incident Triggering Multiple Service Levels

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 assessment of a Service Credit.

4.5. Inapplicability of Service Levels and Service Credits

Service Levels and Service Credits do not apply:

4.5.1. In any case when they have been suspended pursuant to Section 4.5;

4.5.2. To Disaster Recovery testing activities; or

4.5.3. In any case where CGI's failure to meet a Service Level results directly or indirectly from:

4.5.3.1. User behavior in the use of these Cloud Applications exceeding the practical limits of the Cloud Application or CGI System, as documented in the Order (CGI Advantage® Cloud Usage Levels, Storage, and Network Capacity); or

4.5.3.2. Client or Client's other contractors failing to perform Client's responsibilities under the Agreement; or

4.5.3.3. Any other conditions or events beyond CGI's reasonable control.

4.6. Suspension of Service Levels and Service Credits

Service Levels and Service Credits will be suspended:

4.6.1. For thirty (30) calendar days after the Go-Live Date of an Update other than Patches;

4.6.2. If CGI is delayed in addressing an Incident because CGI is waiting for Client to provide additional information, measurement of CGI's non-conformance with the applicable Service Level(s) until Client provides the required information;

4.6.3. During any Force Majeure Event; and

4.6.4. During any period in which the Solution is operating in Disaster Recovery.

4.7. 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

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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, provided that Client notification of failed resolution is received by CGI no later than the close of the Business Day following delivery of the applicable correction by CGI. Otherwise, the Issue or Incident underlying Client's failed resolution notice will be treated as a new Issue or Incident for purposes of applying Service Levels.

Schedule G – CGI Advantage® CGI Consulting Services Terms

This Schedule G specifies the terms and conditions applicable to the CGI Consulting Services (i.e., implementation or post-project consulting/ ongoing project activities) needs of the Client. Client and CGI will jointly manage these services or ongoing project activities under the Agreement though the Annual Planning Process described below.

1. Annual Planning Process

1.1. Overview.

Client and CGI will jointly manage ongoing project activities under the Agreement through the Annual Planning Process described in this Section 1 and Section 2. At the start of the term of the Agreement, the Client Project Manager and CGI's Project Manager will jointly develop a high-level list of mutually agreed near-term objectives ("**Objectives Vision**") for the current/upcoming fiscal year and create a set of outcomes, activities, and tasks ("**Backlog**") that they agree to be generally within the scope of the Agreement. The Backlog represents a continuously updated inventory of Client prioritized desired outcomes, activities/tasks and deliverables that may include a large number of Backlog items. The Annual Planning Process is used to narrow the Backlog to a smaller subset of items for possible inclusion in a scope of work defined in the Annual Planning Document ("**APD**") and may include, by way of example: CGI Consulting Services to assist the Client in configuring and implementing new features.

The Backlog and Objectives Vision will be updated iteratively by the Client and collaboratively assisted by CGI using the Annual Planning Process through the term of the Agreement. After the start of the Agreement and the establishment of the initial APD, the Client and CGI Project Managers will collaboratively update the Objectives Vision for future Annual Planning Periods, aligned with the Client's fiscal year budgeting period and its planned priorities. In subsequent Annual Planning Periods, the Planning Process will include a 2-3 years forward looking view, supported by a commensurate Backlog, to provide the Client with a continuously updated strategic outlook to aid in the Planning Process. The Backlog is evaluated and revised as part of the Annual Planning Process with candidate outcomes, activities and deliverables continually prioritized.

1.2. Annual Planning Period.

During the term of the Agreement, the Annual Planning Period (or "**Program Period**") aligns with the Client's fiscal year beginning July 1 and ending June 30. The annual planning process will commence no later than the August prior to the start of the upcoming Program Period and will be completed by May prior to that upcoming Program Period, based on the Client's then-current Backlog and Objectives Vision. This period of time for the annual planning process is referred to as the "**Planning Period**."

During the Planning Period, the Client determines the prioritization of the Backlog and identifies the Objectives Vision for the upcoming Program Period after collaborative review sessions that may include other participants; e.g., key Client stakeholders and CGI. CGI will analyze Client highest prioritized items

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from the updated Backlog to identify the subset of the top priority items and the scope of CGI Consulting Services required to implement those items within the Fixed Capacity defined in Section 5 of the Order. This subset of Backlog items represents potential candidates to be implemented in the upcoming Program Period. Through continued planning sessions, this subset of Backlog items will be evaluated, and the list further refined, resulting in a final list of Backlog items to be implemented in the upcoming Program Period. This final set of Backlog items, referred to as the "**APD Backlog**" or "**Program Backlog**", will be documented in the APD.

At the end of the Planning Period, Client and CGI will finalize an approved and mutually agreed upon APD that identifies the Program Backlog and the associated scope of tasks/activities to be accomplished by both parties during the upcoming Program Period.

1.3. Annual Planning Procedure.

Planning for the upcoming Program Period (i.e., Client's next fiscal year), can occur at any time during the current Program Period but will begin no later than August of the current Program Period and be completed by May of the current Program Period. The planning consists of iterative and collaborative planning sessions with the Client and CGI and will consider the following planning factors at a minimum:

- **Objectives Vision** — identifying the overall objectives of the upcoming Program Period that define the Client's priorities and   the scope of services;

- **Current Backlog** — reviewing and prioritizing the Client's current inventory of desired outcomes, activities, and tasks to align with Client priorities that consider the Objectives Vision, Three-Year Strategic View;

- **Three (3) Year Strategic View** — updating and aligning the Backlog and its prioritization to the Client's 3-year strategic view;

- **New Initiatives** — identifying and incorporating new Client initiatives into the Backlog for consideration in the Annual Planning;

- **Upcoming Feature Set(s)** — reviewing Feature Sets (a set of new features and capabilities) that will be available for the upcoming Period for those CGI Advantage components that are in scope;

- **Fixed Capacity** — selecting prioritized Backlog items that align with the other factors such that it does not exceed the standard Fixed Capacity defined in Section 5 of the Order. The Fixed Capacity, defined as an Annual Fee, is used as a guide to assist in the APD planning process. The set of Client prioritized Program Backlog items should not exceed the Fixed Capacity for CGI Consulting Services. However, at Client's discretion, Client can decide to use more or less than the standard Fixed Capacity. For example, prior to the end of the Planning Period, Client can decide to decrease the amount of Fixed Capacity used, including down to an amount of zero (0), for the upcoming Program Period due to budgetary constraints, for example, and/or other Client factors. Client can also increase the Fixed Capacity to leverage more CGI Consulting Services to accelerate the adoption of major new features, for example.

- **The Backlog** – is the primary repository of accumulated candidates of outcomes, activities, and tasks that will be used to identify a subset of items that will be implemented in the upcoming Program Period. The Backlog, at a minimum, will identify the following attributes for each Backlog item:

- **Prioritization** — relative priority as defined by the Client for each item in the Backlog;

- **Accomplishment** — a brief description of the outcome, activity, or task;

- **Benefits** — a brief description of the expected benefits to the Client if the Backlog item was implemented;

- **Complexity** — the designation of the relative order of magnitude ("**ROM**") of implementation complexity that may assist in the assessment and prioritization of the Backlog item by comparing the complexity level against other Backlog items; the ROM scale will be defined from one (1) through five (5) where 1 represents the lowest degree of complexity and 5 represents the highest degree of complexity, unless otherwise specified in the current APD and Project Management Plan ("**PMP**"). The determination of the ROM implementation complexity level is a collaborative effort between Client and CGI. A Backlog item's implementation complexity level may be influenced by Client factors (e.g., varying severity of potential organizational change impact from the implementation of the Backlog item) and CGI factors (e.g., a Backlog item is a product enhancement requiring software change to CGI Advantage).

During the planning sessions at the start of the Planning Period, the Client will update and prioritize the Backlog, informed by the planning factors, with support from CGI. Using the updated Backlog, CGI will develop a proposed scope of CGI Consulting Services to implement the highest prioritized items that will be included in the proposed Program Backlog based on the total estimated level of effort ("**LOE**") that aligns with the Fixed Capacity defined in Section 5 of the Order. CGI will also identify high-level client involvement that will be required to implement these Backlog items.

The subsequent iterative and collaborative planning sessions will review and assess the benefits of these highest priority Backlog items, scope of services, stakeholder input and other considerations to refine/confirm the Backlog items to finalize the Program Backlog to be included in the APD for the upcoming Program Period that still aligns with the Fixed Capacity. Further iterative refinements during these planning sessions may include updating Backlog items (e.g., subdividing a Backlog item into multiple items) and reprioritizing Backlog items. Refinements can also include an increase or decrease to the agreed upon Fixed Capacity for the upcoming Program Period with the agreement documented in the APD. For example, during the Planning Period, Client might increase the usage of the standard Fixed Capacity, defined in Section 5 of the Order, for the upcoming Program Period. Client can also decrease the usage of the standard Fixed Capacity, for example, to reflect new budget constraints. Changes to the standard Fixed Capacity would be documented in the APD prior to the end of the Planning Period. Changes to the Fixed Capacity during the Program Period would require a submission of a change request (also referred to as change order) through the change request process documented in the PMP. Increases to the Fixed Capacity through the change request process are considered requests for

Additional Capacity and will use the CGI Consulting Services Additional Capacity rates defined in Section 5 of the Order.

Participants of the planning sessions at a minimum include key Client stakeholders that are identified by the Client where their participation contributes to the finalization and approval of the APD for the upcoming Period. These key Client stakeholders, also referred to as "**Business Owners**" or "**Product Owners**", are empowered to make timely decisions that result in a finalized and approved APD for the upcoming Program Period by May of the current Program Period.

Planning sessions may be less frequent at the beginning of the Planning Period but should not be less frequent than monthly. However, more frequent meetings may be needed in August in order to meet the Client's deadlines for submitting budget increase requests to the Governor's Office for the upcoming Program Period. During the last three months of the Planning Period, planning sessions should follow a minimum of a bi-weekly cadence with a higher frequency towards the end of this Planning Period, unless mutually agreed during the planning process.

Finalization of the Program Backlog to be included in the APD for the upcoming Program Period must occur by April of the current Program Period in order to result in a finalized APD by May. The APD follows the guidelines provided in the attached APD template and further defined in Section 4 of this Schedule. At a minimum, the APD documents:

- Objectives Vision

- Scope of services

- Program Backlog

- Schedule and major activities

- Performance Milestones

- Written deliverables and work products

- Roles and responsibilities in the form of RASCI charts (Responsible, Accountable, Supporting, Consulted, Informed charts) for each major activity.

The APD may also identify mutually agreed changes to the Fixed Capacity and related payment schedule, if applicable, for the Program Period. A finalized APD may be amended during the Program Period using the change request process defined in the PMP with requests for increases to CGI Consulting Services leveraging the Additional Capacity rates defined in Section 5 of the Order.

The finalized APD will inform the experience and skillset required of the consolidated Client and CGI team for the upcoming Program Period through the documented Activities and RASCI. Client and CGI are respectively responsible for providing the team members with the required experience and skills to implement the APD scope. The experience levels and skillsets of the CGI team members required to accomplish the APD scope will impact the usage of the standard Fixed Capacity defined in Section 5 of the Order. For example, highly experienced CGI team members with specialized skills (e.g., senior

solution architect) will utilize a greater amount of the Fixed Capacity than team members with less experience and/or less specialized skillsets (e.g., business analyst/tester).

2. Scope of Work

2.1. Governance Principles.

The implementation of the APD and its Program Backlog for the Program Period will follow the process and procedures defined in the PMP. The PMP is the first written deliverable in the initial APD of this agreement and will define the project management processes and procedures for the first Program Period and all subsequent Program Periods during the term of this agreement unless amended in future APDs. At a minimum, the PMP defines the processes and procedures for:

- Schedule Management — e.g., project schedule updates

- Implementation Methodology — i.e., Iterative (Agile) approach

- Scope Management — e.g., Program Backlog management and change request process

- Communication Plan — e.g., Project rosters, standard distribution lists, and standard meetings

- Human Resources Plan — e.g., organization structures and remote work

- Document Management & General Standards — e.g., Document guidelines, standard tools, metrics

- Issue Management — i.e., processes for tracking issues and resolutions

- Risk Management — i.e., processes for managing risks and mitigations against those risks

- Quality Management — e.g., review and approval process for written deliverables

Unless otherwise specified in the PMP, the implementation of the APD will follow Agile and other modern principles that include:

- Iterative build/implementation using a two (2) week iterations (referred to as "Iterations" or "Sprints") where traditional implementation life cycle activities of requirements validation, test definition and execution (including system test and user acceptance testing (UAT), design/configuration, and applicable documentation

- Iterations with the minimum cadence of activities that include:

    o Iteration planning that defines the APD Backlog items to be worked on during the Iteration and requires agreement from both Client and CGI members and is aligned toward meeting upcoming Performance Milestones

    o Daily standup meetings that briefly discuss current issues that impede the progress of the team members

     ○   End of Iteration demonstration that can be in the form of an online system demo and/or walkthrough of identified written deliverables and work products appropriate for the Iteration; e.g., confirmation of UAT completion based on acceptance criteria

     ○   Retrospective at the end of an Iteration by the team, including Business Owners/Product Owners to solicit feedback for improvement and re-planning, if necessary

- Use of Business Owners/Product Owners that are available during an Iteration to assist the team with immediate decisions; these Owners are key Client stakeholders that can include central and departmental stakeholders whose timely decisions are necessary to adhere to the project schedule and completion of Program Backlog items identified for a given Iteration

- Use of a scrum master — similar to traditional project managers; e.g., facilitate addressing issues and risks that impede the progress of the project/program

- Assignment of a joint collaborative team that consists of dedicated Client and CGI members and non-dedicated members to the completion of the APD scope

    2.2.   APD Management Guidance.

Progress of the APD implementation will be through Agile principles defined in the previous section and further defined in the PMP. Unless otherwise amended through the PMP and APD, progress is monitored and assessed, at a minimum, through:

- Daily stand up meetings focused on issues and risk mitigation

- Weekly member status reporting

- Weekly updated project/program schedule (minimum)

- Assessment of demonstrations within an Iteration

- Retrospective of each Iteration

- Monthly status reporting

- Assessment of Performance Milestones

- Quarterly status reporting

- Other governance controls that may include tracking of other key performance indicators (KPIs), if required, will be defined collaboratively by both Client and CGI, with CGI providing suggestions from its management framework leading practices

CGI is responsible for the agreed upon outcomes, as defined in the APD and the Program Backlog within the Fixed Capacity, as assessed by the Performance Milestones. A Performance Milestone is the completion of an agreed upon major event by a certain date; e.g., the establishment of a CGI Advantage non-production environment that is available to the project team by a specified date. If CGI has missed a Performance Milestone within a given quarter, considered a "**Program Increment** (or **PI**)", the Client can

withhold a portion of the next quarterly payment, as defined in the Section 5 of the Order, until CGI has completed the Performance Milestone. At least one Performance Milestone per PI is identified during the APD planning process and/or during the creation of the project schedule, where the project schedule is the first Written Deliverable of an APD for a given Program Period. Performance Milestones can be modified during a Program Period through mutual consent between Client and CGI and documented per PMP communication plan procedures.

If there are events outside of CGI's control (e.g., dependency on a Client responsible activity that is delayed, assumptions and specifications have changed from the original APD) that impact the timely completion of Program Backlog items that result in missing Performance Milestones, CGI will not be assessed for missing those milestones. However, Client and CGI will endeavor to collaboratively determine updates to the Schedule, Program Backlog, Performance Milestones, and other mitigation activities to maintain progress and performance within the Fixed Capacity.

2.3. Changes to the APD Program Backlog.

Changes to the Program Backlog documented in the APD require submission of a change requests through the change request process defined in the PMP. The change request process provides Client the ability to increase the Fixed Capacity (leveraging the Additional Capacity rates identified in Section 5 of the Order) for the Program Period to support changes to the Program Backlog and the resulting outcomes; e.g., Client originally desired the configuration and implementation of a major feature to support a single department but subsequently decides to expand the scope of work to include the implementation across multiple departments, resulting in the need to increase the Fixed Capacity using the CGI Consulting Services Additional Capacity rates.

During a Program Period, the change request process may not be required for Program Backlog changes under the following conditions:

- Using the PMP monitoring processes, if CGI is consistently shown to be ahead of schedule in its completion of current Program Backlog items and is forecasted to not utilize the full Fixed Capacity defined for the Program Period, Client and CGI may optionally agree to add additional item(s) to the Program Backlog to allow the full Fixed Capacity to be used. For this specific condition, the purpose of adding to the Program Backlog is to utilize unused Fixed Capacity resulting from CGI completing the planned Program Backlog items ahead of schedule for the Program Period. The added Program Backlog must not cause the Fixed Capacity to be exceeded or to impede the completion of the existing Program Backlog items.

- Client requests a new Backlog item to be added to the Program Backlog that replaces one or more existing Program Backlog items (e.g., due to changes in priorities) that is mutually agreed by Client and CGI not to increase the Fixed Capacity for the Program Period and not to cause a delay to the completion of the existing Program Backlog items per the agreed Program schedule and Performance Milestones.

3. Scope of Work

3.1. Planning.

The detailed scope of work and specification of Services for this Agreement must be planned and executed collaboratively and iteratively each year during the term of the Agreement through the Annual Planning Process described in Sections 1 and 2.

3.2. CGI and Client Responsibility.

CGI must provide the Services specified in the Annual Planning Document to upgrade and support the CGI Advantage® Applications as defined in that document. Client and CGI's collaboration pursuant to the Annual Planning Document must include tasks to be led by one party or executed jointly by both parties. For this purpose, "jointly" is defined as the Client and CGI each being primarily responsible for its own set of project tasks as mutually agreed and documented through the Annual Planning Process and as specified in the applicable Annual Planning Document.

3.3. Out of Scope.

For the avoidance of doubt, the following are not included in the scope of this Agreement. Addition of these items to scope will require, as applicable, a Change Order to the Agreement through the APD planning process or APD change request process to add items to scope or an amendment to the Agreement.

- New CGI Advantage Applications not currently specified in the Order;

- Upgrades of modules or subsystems not specifically agreed to in the Annual Planning Document;

- Any add-on work for new customizations not specified in the Order, APD or approved change request to an APD;

- Implementation of any new Bundled Application, or upgrade to an existing Bundled Application unless otherwise mutually agreed to and approved by the parties in an Annual Planning Document.

4. Content of the Annual Planning Document (APD)

4.1. Authorization of Annual Planning Document.

CGI Consulting Services will be authorized through issuance of an Annual Planning Document in a form substantially similar to the Annual Planning Document template attached herein. Each Annual Planning Document will:

   4.1.1.   Incorporate the terms and conditions of the Contract by reference;

   4.1.2.   Define applicable terms for which definitions are not included in Schedule H (Glossary).

4.1.3.   Describe any changes to the services delivery (implementation) methodology identified in this Schedule or in the PMP, if applicable, to be applied in execution of the APD;

4.1.4.   Describe specifically the scope of the project, including the CGI Consulting Services, Program Backlog, Written Deliverables and Performance Milestones, if any, to be provided under it;

4.1.5.   Outline the overall project/program schedule including Performance Milestones dates to complete the implementation of the APD/Program Backlog;

4.1.6.   Detail the parties' respective roles and responsibilities using RASCI charts for each major activity and defining 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 Program;

4.1.7.   Specify changes to the compensation method, rates, and prices for the Program Period, if any, to the that defined in Section 5 of the Order;

4.1.8.   Identify the Annual Planning Document Manager for each party.

5. Annual Planning Document (TEMPLATE)

Please refer to the very next page

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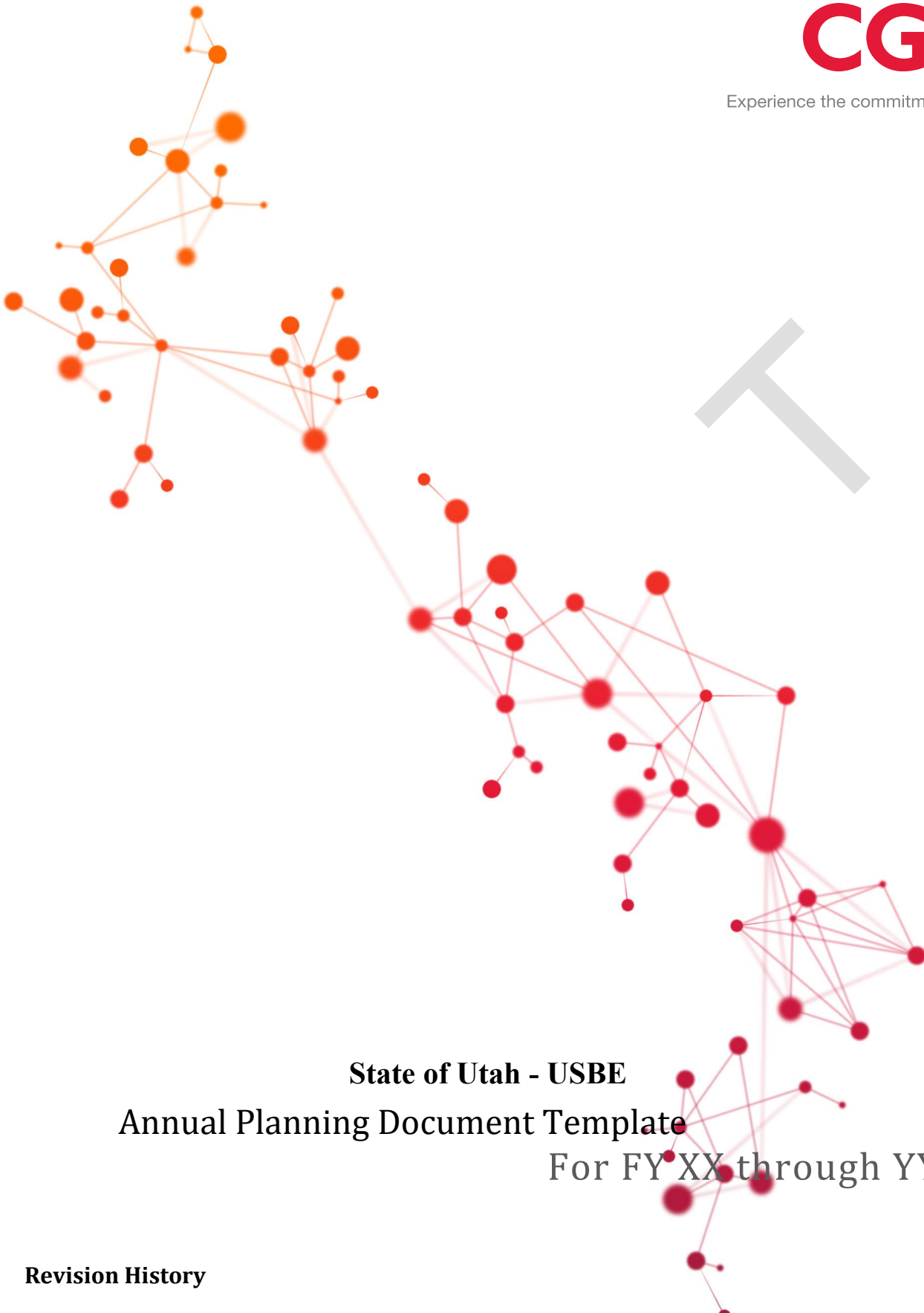
State of Utah - USBE

Annual Planning Document Template

For FY XX through YY

Revision History

Version	Date	Author	Description

X.X. Draft X	MM-DD-CCYY		

Reviewers

Each reviewer acknowledges they have reviewed this document and are in agreement with its content as it relates to their role in the planned activities specific to the period for this planning cycle.

Name	Role	Signature	Date

Owner

The owner is responsible for the creation of this document and acknowledges that this document meets the applicable quality standards and is ready for final signoff.

Name	Role	Signature	Date

State of Utah Sign-Off

The Client representative acknowledges that this document accurately and completely fulfills the document objectives as noted in Section 1.1 (Document Objectives), except as noted and communicated to CGI in writing.

Name	Role	Signature	Date

CGI Sign-Off

The CGI representative acknowledges that the document meets all the applicable project standards and is accurately and completely fulfills the document objectives as noted in Section **Error! Reference source not found.** (Document Objectives), except as noted and communicated to the State of Utah.

Name	Role	Signature	Date

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1. Introduction

Insert executive summary overview of the entire document in this section.

<*The Annual Planning document forecasts the overall capacity and workload of the consulting services being provided to the State of Utah ("State") in support the FINET program. It is used to confirm the consulting services are provided in sufficient capacity to meet the mutually agreed workload volumes and business objectives, and align to State priorities for the outlined planning period. This confirmation is accomplished by presenting the plan for the capacity, outlining anticipated changes to business volumes and workload, forecasting the services capacity needed to meet those changes, identifying the influences those changes will have upon achievement of business objectives, and outlining capacity performance trends.*

This planning document presents a next year three to five-year outlook and provides the flexibility to plan ahead and make the necessary decisions on the strategies that will optimize the services so that they continue to meet the intended, mutually agreed business objectives, priorities, and information technology needs of the State of Utah. In no event with the ADP extent the term of the Contract beyond the expiration date.>

1.1. Document Objectives

To describe the overall capacity of the services, the anticipated workload changes, and the results of capacity forecasts, as well as the strategies that can be applied to optimize the services for their intended technology and business use within this program. This document is directly related to Contract No. [insert contract number] dated [insert month, day YYYY], between the State and CGI.

1.2. Overview

This Annual Planning Document (APD) is intended to support the overall planning of the consulting services related to the release updates and ongoing feature enablement for the CGI Advantage ERP solution. The purpose is to define the scope of activities for a specified time period (e.g., upcoming fiscal year). This plan will help State and CGI validate the planned capacity and justify any recommended changes to the capacity to support business needs.

This document consists of several sections that cover the following topics:

- **Current Plan**

    o **Goals** – Presents the goals associated with the next year's planned scope of work.

    o **Scope** – Presents the scope of solutions and services for the first or next fiscal year or time period needed for a project. Describes items from the backlog to be included in the scope.

    o **Schedule** – Presents the high-level schedule and milestones

    o **Roles and Responsibilities** – Describes the roles and responsibilities

    o **Organizational Structure** – Describes the organization to support the scope of services

    o **Assumptions** – Describes the planning assumptions

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- **Capacity Changes** – Describes any changes required to the capacity to support changes in the scope of services or assumptions.

- **Forecast**

  - **Forecast Plan** – Forecasts the plan for the capacity for the next year and next 3 to 5 years

  - **Anticipated Capacity Changes** – Describes any changes expected to the capacity for the next 3 to 5 years to adjust for anticipated business changes, as well as the associated risks and implications of the changes.

- **Projected Costs**

  - Describes the cost impacts of any proposed capacity changes

  1.3. Review Process

<This sub-section provides details surrounding the support and review of the Capacity plan. It should identify the timeframes, the activities, the plan owners, and the individuals who are responsible to validate and revise the plan contents. This review should align with budgetary planning cycles, or when major changes occur within the organization. It can also include specific details for the review of internal or external arrangements that may support some capacity aspects throughout service delivery.>

2. Current Plan

<this sub-section outlines what is in, and as applicable what is out, of scope related to the solution and services for the planning period>

  2.1. Goals

<this sub-section describes the goals of the current plan year initiatives>

  2.2. Scope

<this sub-section outlines what is in, and as applicable what is out, of scope related to the program solution and services>

  2.2.1. Objectives

<this sub-section outlines the objectives, KPIs, and metrics to define and measure outcomes of the current plan>

  2.2.2. Backlog

<As the approach evolves to a fixed capacity model this sub-section shall provide an itemized view of the backlog captured within the program repository. It is not meant to provide detail of the backlog elements>

  2.3. Schedule/Methodology

<This sub-section describes the high-level schedule and key milestones for the designated planning period.>

<As the approach evolves to a fixed capacity model this sub-section shall describe the methodology(s) being utilized to manage the program in achievement of specific identified outcomes.>

2.4. Roles and Responsibilities

<This sub-section describes the roles and responsibilities of CGI and State resources.>

2.5. Assumptions

< This sub-section should describe the assumptions supporting the Current Plan>

2.6. Support Services Payments

<The support services payments, which shall not exceed the amounts specified in the Contract, are listed below>

Time Period	Support Services
	$
	$
Total Support Services	$

3. Forecast

<insert summary of the Forecast sub-section here.   The summary captures the key salient points around the forecasted objectives, services, outcomes, and backlog for the specified period.>

3.1. Next Year Plan

<This sub-section provides a detailed view of the planned program initiatives for the year immediately following the Current Plan. This plan should outline timeframes and estimates to support budget requests and staffing plans.>

3.1.1. Assumptions and Parameters

<This sub-section elaborates at a summary level key assumptions and parameters for the forecast period.   Note items where State relevancy or interdependencies are needed in order to have successful program outcomes.>

3.1.2. Anticipated Capacity Changes

<This sub-section identifies and elaborates the key areas of change between last planning period and the forecasted planning period. Relevancy to outcomes and rationale for the change is captured.>

3.1.3. Projected Costs

<This section should present a financial picture surrounding the costs and expenses associated with providing the projected capacity for the consulting services of the program, which shall not exceed the amounts specified in the

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Contract. It can be summarized by programs, sprints, service, group of services, or along technology lines (e.g. centralized, or distributed environments) in a way that is helpful for understanding relationship to the current contract as well as costs the State should plan for to support the forecasted planned period.

Additionally, the information should identify the timing of projected expenditures (i.e. when one-time or on-going costs are expected), as well as additional costs that may result from the impacts of the changes to the annual plan **for clarity, Contract cost shall not be increased except via Contract amendment***.>*

3.1.4. State Resource Plan

<*This sub-section provides a table view of the State resource needs and expected roles as they align to planned program initiatives.*>

3.2. 3-5 Year Plan

<*This sub-section provides a detailed view of the planned program initiatives for the 3-5 year period following the Current Plan. This plan should outline timeframes and estimates to support budget requests (which shall not exceed the amounts specified in the Contract) and staffing plans.*>

3.2.1. Assumptions and Parameters

<*This sub-section elaborates at a summary level key assumptions and parameters for the forecast period. Note items where State relevancy or interdependencies are needed in order to have successful program outcomes.*>

3.2.2. Anticipated Capacity Changes

<*This sub-section identifies and elaborates the key areas of change between last planning period and the forecasted planning period. Relevancy to outcomes and rationale for the change is captured.*>

3.2.3. State Resource Plan

<*This sub-section provides a table view of the State resource needs and expected roles as they align to planned program initiatives.*>

3.2.4. <u>Projected Costs</u>

<*This section should present a financial picture surrounding the costs and expenses, which shall not exceed the amounts specified in the Contract, associated with providing the projected capacity for the consulting services of the program. It can be summarized by programs, sprints, service, group of services, or along technology lines (e.g. centralized, or distributed environments) in a way that is helpful for understanding relationship to the current contract as well as costs the State should plan for to support the forecasted planned period.*

Additionally, the information should identify the timing of projected expenditures (i.e. when one-time or on-going costs are expected), as well as additional costs that may result from the impacts of the changes to the annual plan and require a Contract Amendment.>

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4. Appendix A

5. *<APD – Appendix A Title>*

<This section (while optional) may vary, based on the complexity of the program activities planned for a period of time. For example, appendices can provide additional detail or make reference to the following:

- *Capacity forecast details (e.g. amendments outlining requested additional services where capturing business objectives, requirements, and estimates are needed) for the consulting services;*

- *Infrastructure or organizational changes planned, other than described within this, or other plans;*

- *Summaries of recent changes or events that influenced overall capacity performance of the consulting services.*

Where possible, information should be presented in graphical or tabular format for ease of use. >

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Schedule H – CGI Advantage® Master Agreement Glossary

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

Term	Definition
Acceptance Period	See **Section 19** (**ACCEPTANCE PERIOD**) in Attachment A
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 G or an Annual Planning Document.
Additional Capacity	Refers to the increase of CGI Consulting Services Fixed Capacity through the change request process. Rates and payment terms for Additional Capacity is specified the Order.
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).
Agreement	"Agreement" has the same meaning as "Contract" in Attachment A.
Amendment	Mutual written agreement of the parties effectuating changes to the Services or other particulars of the Agreement Schedules and/or Annual Planning Document
Amendment Process	The process specified in the Agreement by which the parties may effectuate changes to the Services or other particulars of the Agreement Schedules and Annual Planning Document(s) (see Schedule C, Section 1.5).
Annual Planning Document (APD)	A document issued pursuant to this Agreement that is prepared and signed by authorized representatives of both parties describing the CGI Consulting Services that CGI agrees to perform for Client and providing specific terms and conditions governing such Services.
APD Backlog (or Program Backlog)	A list of Backlog items defined in an APD to be implemented for the defined Program Period. APD Backlog is also referred to as the Program Backlog. The APD Backlog / Program Backlog is determined through the APD planning process during the Planning Period.
Authorized User	Client employees, vendors, or others authorized to use the CGI System in accordance with the Agreement.
Backlog	An accumulated inventory of Client desired future outcomes, activities, and/or tasks to be accomplished. These Backlog items are candidates for inclusion in a Program Backlog during the APD planning process. During the Planning Period, with CGI assistance, Client will review and prioritize the Backlog to identify those

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	Backlog items to be considered for implementation in the upcoming Program Period. Backlog items documented in an authorized APD become the Program Backlog
Breach	A failure of a party to perform an 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.
Business Hours	9am to 5pm in the Mountain time zone on Business Days.
CGI Advantage® or CGI Advantage® Applications	The CGI Advantage® Applications specified in the Order.
CGI Advantage® Cloud Solution	The CGI System and the Cloud Services specified in the Order.
CGI Advantage® Forum	The annual convention of CGI Advantage® users hosted by CGI.
CGI Advantage® User Group or User Group	The body of all CGI Advantage® users.
CGI Consulting Services	CGI Services, other than Cloud Services, provided pursuant to the Annual Planning Document (APD) and annual Fixed Capacity services to implement the approved outcomes defined in the APD Backlog. These are also CGI services provided pursuant to authorized change requests to the APD scope, leveraging the Additional Capacity rates and payment terms specified in Section 5 of the Order.
CGI Holidays	New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.
CGI Materials or Contractor 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.
Client Data	"Client Data" has the same meaning as "State Data" in **Section 1** (**DEFINITIONS**) in Attachment A

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Client Holidays	New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Pioneer Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.
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.
Client 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.
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 C.
Cloud Services Period	The annual period specified in the Order within the Agreement term during which CGI provides Cloud Services to Client.
Confidential Information	See **Section 1** (**DEFINITIONS**) in Attachment A
Contractor Materials	"Contractor Materials" has the same meaning as "CGI Materials."
Critical Issue	See definition of Issue Severity.
Customization	A modification, alteration, enhancement, or addition to the CGI System specifications, functions, code, and/or interfaces that has been done specifically by CGI for the Client's implementation. Customizations to the system as of contract signing are documented in the Order.
Data Breach	See **Section 1** (**DEFINITIONS**) in Attachment A
Disaster	A force majeure 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.

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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 within the United States 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.
Early Termination Fee	Fee(s) specified in the Contract to be assessed by CGI as a result of early termination of the Contract for convenience by the Client.
Effective Date	The date on which the parties initially entered into the Contract.
Exfiltration	The unauthorized transfer of information from an information system.
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.
Fixed Capacity	A predetermined quantity of CGI Consulting Services (expressed as an Annual Fee in Section 5 of the Order) used as an annual guideline to assist in the APD planning process. During the APD planning process, a Program Backlog is developed such that it addresses the Client-driven priorities for the upcoming Program Period that requires an amount of CGI Consulting Services that does not exceed the Fixed Capacity. The Fixed Capacity is used for planning purposes and Client can decrease or increase the amount of Fixed Capacity for a given Program Period through the APD planning process. In fact, at its discretion, Client can determine that zero (0) Fixed Capacity will be used for a Program Period during the APD planning process. The roles, experiences, and skillsets required to implement the items in a Program Backlog may potentially vary from one Program Period to another whereby the Fixed Capacity could represent an approximate range of 6,000 to 9,000 hours of CGI Consulting Services. However, the CGI Consulting Services required to accomplish the scope in an authorized APD is based on achieving the agreed outcomes for the Program Period, regardless of the number of services hours expended, unless mutually agreed upon through the APD change request process
Force Majeure or Force Majeure Event	See **Section 42** (**FORCE MAJEURE**) in Attachment A
Go-Live or Go-Live Date	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.
Hours of Availability	For each CGI Advantage® Application, the daily scheduled hours of operation are specified below: | CGI Advantage® Application	Hours of Availability
CGI Advantage® Financial Management	7am – 8pm in the Client Time Zone	

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	CGI Advantage® Human Resources Management CGI Advantage® Performance Budgeting CGI infoAdvantage®	Monday - Saturday, excluding Scheduled Maintenance
	CGI Advantage® Vendor Self Service CGI Advantage® Employee Self Service CGI Advantage® Manager Self Service CGI Advantage® Connect	24 hours/day, 7 days/week, excluding Scheduled Maintenance

Incident	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.
Issue	A deviation in function of a CGI Advantage® Application from its licensed Documentation, or in those Customizations adopted by CGI (listed in the Order or as otherwise approved by the parties in writing), a deviation from the approved functional and/or technical Customization designs.
Issue Severity	Contractual categories of Issue severity, designated "Critical," "Serious," "Moderate," and "Minor" as defined below: | Issue Severity	Definition
Critical Issue	An Issue causing critical impact to Client's business operations, for which no workaround is immediately available. Use of the Cloud Application(s) cannot continue.
Serious Issue	An Issue causing significant impact to Client's business operations, for which a workaround is unacceptable on a long-term basis. Essential functions of the Cloud Applications are affected such that there is a significant impact to Client's business operations.
Moderate Issue	An Issue 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 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 but not limited to viruses, worms, time bombs, Trojan horses and other similar code, files, scripts agents or programs.
Minor Issue	See definition of Issue Severity.
Moderate Issue	See definition of Issue Severity.
Mutually Authorized Interfaces	Any interface documented and approved by both parties via a formal interface agreement
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 described in Schedule C.

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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 Patches.
Patch Set	Compilation of Patches.
Performance Milestone	The completion of an agreed upon outcome or major event by a certain date; e.g., the establishment of a CGI Advantage non-production environment that is available to the project team by a specified date. A Performance Milestone is one of the governance controls for measuring progress and assessing if additional actions are necessary to improve adherence to the project schedule.
Planning Period	The duration of time when the APD planning process begins and ends to prepare an APD that defines the CGI Consulting Services to be provided in the upcoming Program Period. The Planning Period begins no later August prior to the start of the upcoming Program Period and will be completed no later than May prior to the upcoming Program Period.
Point of Demarcation	The point(s) at the Solution Hosting Facility in which the System is operating where all related infrastructure is solely under CGI's purview and management. For the State of Utah, this is the border router(s) where network traffic transitions from telecommunications circuits under CGI's sole purview to the State's facility/network. The State is responsible for the integrity and availability of the State's facility and dependent services (e.g. power) for the operation of this border router(s).
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.
Program Increment	A period of time used to track progress; typically, through the identification and status reporting of Performance Milestones and other expected outcomes defined in the APD and/or project schedule for the Program Period. A Program Increment is defined as Client's fiscal year quarter; e.g., July through September for quarter one (1). There would be four (4) Program Increments per Program Period.
Program Period	The duration of time corresponding to Client's fiscal year beginning July 1 and ending June 30. CGI Consulting Services defined in an APD is provided within the Program Period.
Project Management Plan	A document that defines the mutually agreed project management processes and procedures that defines project governance framework for the execution of an APD. It includes the processes and procedures for Schedule Management, Implementation Methodology, Scope Management, Communication Plan, Human

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	Resources Plan, Document Management & General Standards, Issue Management, Risk Management and Quality Management. It is the first written deliverable of the initial APD and will be used for the first and all subsequent Program Periods throughout the term of this Agreement unless amended in future APDs.
Project Schedule	The schedule for performance of CGI Consulting Services and execution of associated Client responsibilities pursuant to an Annual Planning Document or Project Management Plan.
Prompt Payment Act	A Utah law enacted in order to ensure that companies transacting business with the Government are paid in a timely manner.
Protected Health Information or PHI	See **Section 1** (**DEFINITIONS**) in Attachment A for "Protected Health Information (PHI)"
Punch List	A final written list Reporting any outstanding Nonconformities in a Software Deliverable.
Recovery Point Objective (RPO)	The acceptable amount of data loss experienced during a Disaster measured in time.
Recovery Time Objective (RTO)	The period of time within which the CGI System will resume operations after a Disaster.
Reimbursable Expenses	Mean incidental expenses reasonably incurred by CGI in performing its obligations under the Contract, including without limitation travel and living expenses.
Regulatory Update	Compilation of updates to the Cloud Applications to comply with various regulatory entities.
Relative Order of Magnitude (ROM)	In the context of the APD planning process, Relative Order of Magnitude (ROM) is a scale used to compare the implementation complexity level across Backlog items to assist in the determining the prioritized Program Backlog, in conjunction with other planning factors.
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.
Serious Issue	See definition of Issue Severity.
Sensitive Data	See **Section 1** (**DEFINITIONS**) in Attachment A for: "Non-Public Data"; "Protected Health Information (PHI)"; and "State Data"
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, Schedule F.
Service Level	Each of the quantified Cloud Services requirements and associated penalties and other terms specified in Schedule F.

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Service Level Agreement or SLA	The agreement of the parties concerning Service Levels codified in Schedule F.
Services or Service	Collectively, Cloud Services and CGI Consulting Services.
Software Deliverable	An item of operational software designated in the applicable Annual Planning Document as a "Deliverable," including, as applicable, a completed system or any module, subsystem or release.
Solution	See CGI Advantage® Cloud Solution.
Solution Hosting Facility	The hosting facility within the United States provided by CGI and identified in the Order.
Specifications	A mutually agreed document specifying the functions to be performed by a Software Deliverable.
Support Center	See CGI Solutions Support Center.
Support Program or Cloud Support Program	The CGI program of Cloud Services specified in Schedule C.
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 Order as the provider of the Solution Hosting Facility within the United States.
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.
Transaction Response Time	The measurement of online transaction response times for general query and update actions in the CGI Advantage® Application(s) excluding process-intensive actions. CGI Advantage Application response time targets are further defined in Schedule F (Cloud Solution Service Level Agreement). The transaction is measured from when the transaction has been fully received from the solution web services until it begins transmission back to the Client, excluding browser rendering and networking between CGI and the Client.
Transition Period	The period preceding expiration of the Agreement during which CGI provides Transition Services pursuant to an Annual Planning Document.
Transition Services	CGI Consulting Services provided by CGI under an Annual Planning Document to help facilitate transition of Cloud Applications operation to Client or another contractor during the Transition Period.
Update Cadence	Define with reference to Schedule C, Section 4.
Update Cadence Environment	The CGI System environment into which CGI initially implements Feature Sets, Regulatory or Technical Stack Compatibility Updates.
User Group Steering Committee	The client-elected steering committee of the CGI Advantage® User Group.

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State of Utah IT Contract – CGI – Attachment B   March 2021

Written Deliverable	A document designated in the applicable Annual Planning Document as a "Deliverable," such as a report, plan, or design.

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State of Utah IT Contract – CGI – Attachment B   March 2021

1. Introduction and Background

HB67 amended Utah Code § 53E-3-518 and created the obligation that Local Education Agencies (LEAs) must have financial information systems that meet requirements set by the Utah State Board of Education (USBE). HB67 also set a deadline of July 1, 2023, for all LEAs to upgrade their systems to meet these requirements. USBE has created Administrative Rules R277-427 that have created standards.

Pursuant to Code and Rule, USBE issued a Request for Proposals (RFP) seeking multiple solutions that would meet the requirements, provide flexibility, and allow the LEAs to select the best solution for them utilizing multiple cooperative contracts.

Please refer to Attachment A – Utah State Board of Education Standard Cooperative Terms and Conditions for Goods and Services for the cooperative terms for utilizing this contract.

Vendor is expected to provide the following:

Utah LEAs are complex operations, run in a highly professional manner. Vendor must provide a cost-effective, highly functional, state of the art software that will assist the LEAs in meeting requirements, while ultimately serving the students of the State of Utah. The desired components include, but are not limited to:
- Financial accounting
- Training and establishment of minimum modules within the financial system
- Standard forms and reporting
- Content or e-document management
- Advanced purchasing and procurement systems
- Purchasing cards
- Warehouse systems
- Business intelligence
- Cloud hosting services
- Accounts receivable system
- Budget preparation system
- Applicant portal
- Bid system
- Bank and check reconciliation systems
- Fixed asset systems
- Campus, student, and pupil accounting
- Human resources system, with access to relevant and necessary human resources data
- Utah state reporting (interoperable with the state transparency system).

The software must demonstrate adherence to Generally Accepted Accounting Principles (GAAP) and all relevant state and federal regulations. The solutions must include data conversion from

existing LEA systems as well as the successful installation and testing of software on LEA systems.

Pre-Implementation Planning and Design Phase
Upon selection by an LEA, the vendor will provide an implementation team to detail how the ERP will meet the project goals and system requirements. The planning and design phase will determine which modules are used and how each specific module will be used to optimize workflow and process improvements.

The phase will also review the order and sequence of implementation for each module, what efforts (including staffing, training, and time) will be necessary to implement each module, what connections to other systems will be designed, what data will be stored in the system, what historical data will be imported, etc. The vendor will submit a fixed fee proposal for the Implementation Design and Planning Phase. The vendor will detail assumptions and expected estimate of effort. The vendor will provide implementation and related services necessary to install the new software, complete data conversion and testing, train staff, etc., by the July 1, 2023, deadline.

The vendor will also detail expectations and efforts required from the incumbent software provider. This is critical to success and the vendor must detail these expectations.

System Installation and Support
The vendor is responsible for installation and testing of the system to the point of independent operation by LEA's staff. In addition, the vendor will indicate support services necessary to ensure successful operation of the system and its components, including, but not limited to the following:
1) Acceptance testing after installation.
2) Maintenance support for bug fixes, enhancements, and tax and regulatory compliance updates.
3) End user and technical staff training.

Technical Support
The vendor will provide ongoing and unlimited technical support and software updates to maintain compliance with federal and State of Utah requirements and directives. The vendor must include a full description of all items included in the vendor's standard maintenance and support agreements including annual costs to LEA for these services. These maintenance agreements must provide for periodic updates to the software for product enhancements, bug fixes, tax and regulatory compliance, etc.

The vendor should also specify the method that determines future maintenance and support agreement increases. When describing telephone support, the vendor must specify all conditions (including days/times available) for its use by both end-user and technical staff.

See the Scope of Work for further details. The Scope of Work is subject to change based on identified need(s) and mutual agreement between the parties. Further details are provided below.

2. Scope of Work

Introduction

With the CGI Advantage® solution, LEAs can meet and, in some cases, exceed the financial information system (FIS) mandated requirements set forth by HB67 amended Utah Code § 53E-3-518 set by the Utah State Board of Education (USBE), including Administrative Rules R277-427 standards. CGI Advantage addresses the primary objectives of GAAP and GASB compliance, out-of-the-box. Additionally, CGI Advantage includes advanced financial management capabilities such as CMIA compliance, cost accounting, cost allocation, labor cost allocation, and grants management capabilities to name a few.

Not only can LEAs achieve compliance with our solution; CGI Advantage also represents a modern enterprise resource planning (ERP) platform that delivers innovations to improve and streamline LEAs' business processes. First and foremost, CGI Advantage delivers a transformational web-based user experience that adapts to a person's role that minimizes training, drives increased productivity, and improves decision making. We leverage a mobile first design built on industry leading features and technologies and designed with ADA Section 508 and WCAG compliance so that the powerful experience is accessible. We include workflow automation, assistants and chatbots, expected by today's modern workforce. Additionally, embedded business intelligence and visual analytics empower users to make the right data-driven decisions faster.

CGI Advantage was designed and built exclusively for state, local and education entities. With over 40+ years of experience in public sector Enterprise Resource Planning (ERP), longer than most other ERP vendors have been in existence, our solution has been perfected for government and education. We spend more time innovating for our clients and less time configuring workarounds for mandatory requirements such as GAAP, GASB, and CMIA compliance. CGI has an unparalleled track record backed by over 400 implementations with 100% success – that's a stark contrast to Gartner's reported 55-75% ERP implementation failure rate. In fact, over 70+ Local Educational Agencies have gone live on CGI Advantage within the past four years.

Pre-implementation Planning and Design Phase

The Pre-implementation Planning and Design Phase aligns with certain activities and deliverables we perform as part of our full implementation lifecycle that we call CGI AdaptiveSI. The Pre-implementation Planning and Design Phase aligns with certain activities and

deliverables we perform as part of our full implementation lifecycle that we call CGI AdaptiveSI. The following table (exhibit 1) are activities and tasks we would perform for an in-depth planning and design phase as part of a full one-year implementation for a FIS implementation. However, we can offer an abbreviated version based on specific LEA requirements.

Exhibit 1: Pre-implementation Planning and Design Phase Activities

Major Activity/Milestone	Timeframe	Description
Project Kick-off and Alignment Workshops	Week 1	Kick off the project (e.g., confirm project goals and objectives, begin onboarding processes) and collaborate/establish initial governance structure (e.g., implement a subset of our project management plan (PMP) processes, review/refine/confirm RASCI) for the Pre-implementation Planning and Design Phase activities. We recommend a pre-kickoff planning activities with key stakeholders to prepare for the Pre-implementation Planning project in advance of when the team is expanded. This helps to mitigate risk on unaligned expectations of executive leadership. Establishing executive oversight (and champions) is a critical success factor
Familiarization Training	Week 2	Deliver familiarization training to the LEA project team and key stakeholders to establish a basic foundation and understanding of the CGI Advantage® solution to help inform subsequent activities in this phase.
Discovery Workshops	Week 2-4	Conduct initial workshops to define scope of functional areas to be implemented for further analysis and assessment during the Align Phase
Fit/Gap Analysis	Week 5	From the Discovery Workshops, document key use cases and mission critical business requirements to identify any gaps in functionality requiring changes in LEA business practices or application extensibility configuration changes.
Preliminary Implementation Assessment Document (IAD)	Week 6	Provides a preliminary overview of the system configurations informed from the discovery workshops and fit/gap analysis. This is the precursor to the full IAD deliverable completed during the transition from our Align phase to the Build phase.
Statement of Work for the Implementation Project	Week 7	Defines/refines the scope of services, RASCI, milestones, etc. for the full Implementation Project.

The duration of key activities in this pre-planning phase may vary slightly depending on the size of the LEA and the number of Advantage components to be delivered and configured. The size of the LEA influences the Training Plan, for example.

System Implementation and Support

CGI will follow the CGI AdaptiveSI agile implementation approach that takes the leading practices of "agile" and the traditional "waterfall" development lifecycle to bring quick, high-quality, and tangible results to the LEA. AdaptiveSI includes scalable processes to "adapt" to different LEA sizes, objectives, and other unique circumstances and will be informed from the USBE's Pre-implementation Planning and Design phase (roughly equivalent to the CGI's in-depth Align phase). Given the variability of each LEA, we have described our implementation approach and plan from the perspective of a large LEA with the understanding that deliverables and work products may be adjusted commensurately – personalized for success.

With AdaptiveSI, the implementation is divided into three phases; Align, Build, and Achieve as shown in Exhibit 2.
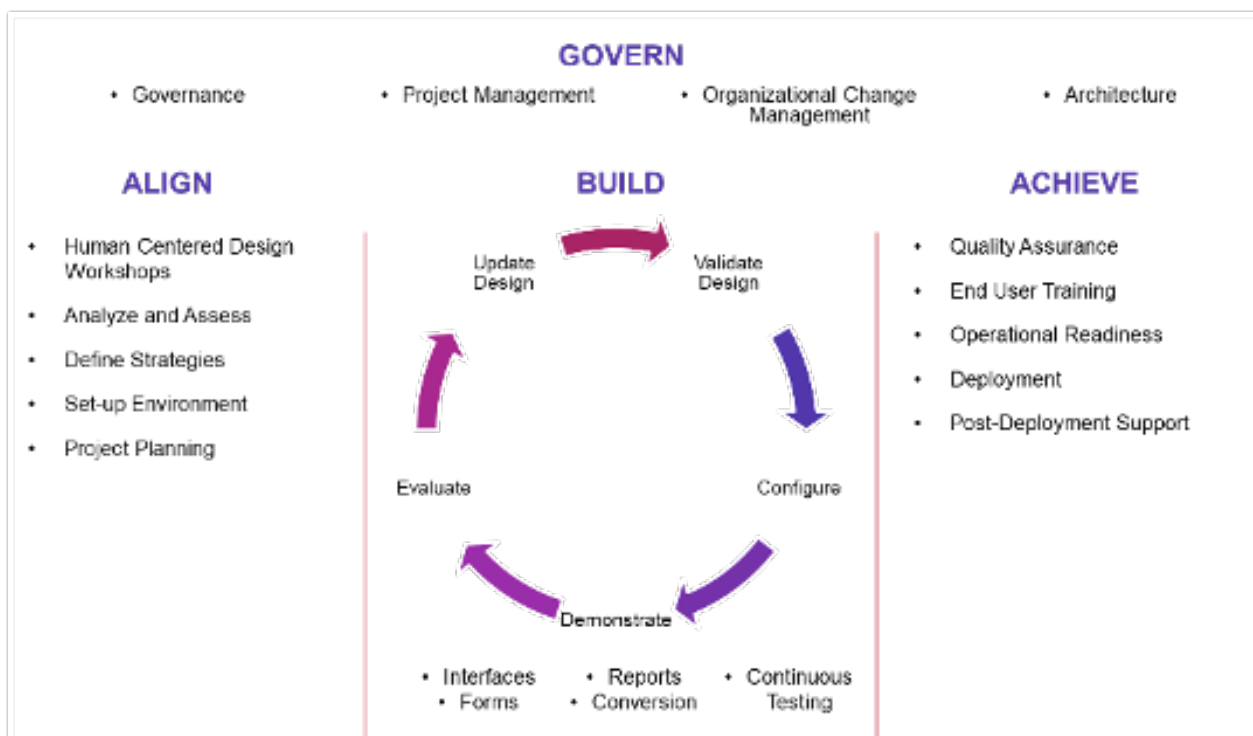

Exhibit 2: CGI AdaptiveSI Methodology for successful implementations

Notionally, the pre-implementation planning and design phase is covered by our Align phase and overlaps our Build phase. We focus on a "front-end heavy" approach to planning and design and leverage Agile iterations to continually refine and promote measurable successes throughout the project.

3. Requirements

The Functional and Technical Product Requirements are included as Appendix A.

Client and CGI requirements for the Pre-implementation Planning and Design Phase are defined as a set of RASCI charts. RASCI definitions are as follows:
- **R**esponsible – party responsible for doing the work to accomplish the task(s)
- **A**ccountable – party or stakeholder who is the "owner" of the work, and must sign off or approve when the task, objective or decision is complete.
- **S**upport – party providing as-needed assistance in completing task(s)
- **C**onsulted – party providing input to the responsible party based on how the task will impact future project work or the deliverable itself.
- **I**nformed – party kept informed of the progress being made rather than being roped into the details of the deliverable.

For the Project Kick-off and Alignment Workshops activities, Table 1 outlines the RASCI.

Table 1: RASCI – Project Start-up

RASCI: Project Start-up	CGI	Client	Comments
Provide Kick-Off Meeting Material Templates	Responsible	Informed	
Develop Kick-off Meeting Materials	Responsible	Support	State will provide content for Project Kick-Off Materials. And all documentation / materials will be "co-branded" (even after kick-off meeting).
Review and approve developed Kick-off materials	Support	Responsible	
Handle Kick-off Meeting Logistics	Consulted	Responsible	
Conduct Kick-off Meeting	Responsible	Support	CGI and State staff will jointly conduct meeting

Familiarization Training provides an overview of the CGI Advantage functions and features in order to prepare the Client implementation project team for the Discovery Workshops. This is not end-user training of the software solution. Table 2 provides a RASCI for this activity. Familiarization Training also includes an overview of the CGI AdaptiveSI agile methodology.

Table 2: RASCI for Project Team Familiarization Training

RASCI: Project Team Training	CGI	Client	Comments

Set-up Training data for product training	Responsible	Support	
Provide baseline Training Material	Responsible	Support	
Review and provide feedback on baseline training materials	Support	Responsible	
Deliver Training on Advantage Release 4 (Familiarization Training)	Responsible	Support	
Deliver and provide Extensibility Designer training	Responsible	Support	
Identify attendees for Familiarization Training	Support	Responsible	
Provide training facilities/scheduling logistics	Support	Responsible	
Familiarize with Advantage Release 4 Release Notes	Support	Responsible	
Attend training classes	Support	Responsible	
Provide agile familiarization training	Responsible	Support	

Discovery workshops RACSI is summarized in Table 3.

Table 3: RASCI – Discovery Workshops

RASCI: Discovery Workshops	CGI	Client	Comments
Lead the Discovery Workshops	Responsible	Support	SOU and CGI collaborative effort
Provide the current high-level business processes	Inform	Responsible	The Client will identify the current business roles and associated business processes to be mapped to the identified Advantage Business Roles
Identify the team members to participate in each workshop	Support	Responsible	

Facilitate and document workshop findings for planning of Advantage Business Role configuration	Responsible	Support	
Establish the hosted Sandbox environment in the Advantage Cloud	Responsible	Informed	
Train on Advantage Business Role configuration	Responsible	Support	
Facilitate and document workshop findings for input to the IAD and SOW	Responsible	Support	CGI finalizes the findings into Implementation Assessment Documents (IADs) based on the feedback from Client stakeholders.

The RASCI for other activities, artifacts, and deliverables for the Pre-implementation Planning and Design phase is summarized in Table 4.

Table 4: RASCI – Other Activities

RASCI: Other Activities	CGI	Client	Comments
Establish Project Management Plan; Project Governance	Responsible	Support	LEA and CGI collaborative effort that will modify, CGI's PMP template.
Provide project management/Agile processes and tools	Responsible	Consult	To expedite project start-up, CGI will establish the project schedule and agile processes, including providing agile tools to support the project. LEA will provide feedback on project backlog for planning purposes.
Periodic status reporting	Responsible	Support	Status reporting will leverage an Agile approach that includes daily standup meetings with the core team (combined LEA and CGI). CGI also will provide Agile tools that will be online accessible to the LEA
Periodic executive status reporting	Responsible	Support	With input from the LEA team members, CGI will prepare an executive status report on an agreed upon frequency (e.g., monthly).
Implementation Assessment Document (IAD)	Responsible	Support	CGI will lead the development of the IAD that summarizes the results of the Discovery Workshops that will inform the SOW for the

			remaining implementation phases with the associated firm fixed price.
Statement of Work for the Remainder of the Implementation Project	Responsible	Consult	CGI finalizes the IAD to develop the Statement of Work (SOW) for the remaining Implementation phases and the associated firm fixed price.

4. Project Deliverables

For the Pre-implementation Planning and Design Phase, the following three main deliverables are included:

- Fit-Gap Analysis: From the Discovery Workshops, document key use cases and mission critical business requirements to identify any gaps in functionality requiring changes in LEA business practices or application extensibility configuration changes.

- Preliminary Implementation Assessment Document (IAD): Provides a preliminary overview of the system configurations informed from the discovery workshops and fit/gap analysis. This is the precursor to the full IAD deliverable completed during the transition from our Align phase to the Build phase.

- Statement of Work (SOW) for the Implementation Project: Defines/refines the scope of services, RASCI, milestones, etc. for the full Implementation Project and includes the associated firm fixed price for the implementation SOW.

5. Data Privacy

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 of the Solution and when such information is or was accessed using Mutually Authorized Interfaces. 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 use of the CGI System, including without limitation transmission or receipt by Authorized Users of Confidential Information of any type, outside of the Point of Demarcation; any such use will be at Client's sole risk; CGI and its employees, associates and Affiliates will have no responsibility or liability in connection with such use including for any Client disclosure of Confidential Information.

Disclosure of Client Data to Third Parties

CGI obligations specified in this Subsection apply to CGI Affiliates, personnel, subcontractors, and suppliers, and CGI shall remain responsible for their compliance. 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:

- Direct, indirect, blanket or unfettered access to Client Data:
- Platform encryption keys used to secure Client Data or the ability to break such encryption; or
- 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, CGI may provide Client's basic contact information to the third party.

Data Breach Notification

CGI's fulfillment of its obligation to report or respond to a Data Breach is not an acknowledgement by CGI of any fault or liability with respect to the Data Breach. Client must notify CGI promptly about known Data Breaches, such as misuse of its accounts or authentication credentials or any security threats related to the Services or CGI System.

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., usernames) 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 require their proper use by its Authorized Users. Client will require 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 require that its Authorized Users comply, with CGI rules of operation and security procedures for access to and use of the CGI System. 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 promptly notify the appropriate CGI point of contact identified in Schedule C 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 Client employees and agents in connection with their access to and use or misuse of the CGI System.

Security Access

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).

In case of any Data Breach, 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. CGI will promptly provide notice to Client of any such suspension (in advance, if possible), as well as a remediation plan for the Data Breach. CGI will continue to provide updates to such plan during the suspension period.

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.

CGI Responsibilities for Security Services

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.

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.

Client Responsibilities for Security Services

Define, perform, and manage the following Cloud Application(s) user security and configuration: CGI Advantage application setup/configuration around user security and document workflow, managing Client's secure FTP / file transfer mechanism, and maintaining the Client's Wide Area Network (WAN) to CGI's network.

Secure Protection and Handling of Client Data

If CGI is given access to Client Data, the protection of Client Data shall be an integral part of the business activities of CGI, and CGI shall ensure that there is no inappropriate or unauthorized use of Client Data. CGI shall safeguard the confidentiality, integrity, and availability of the Client Data and comply with the conditions outlined below. Client reserves the right to verify CGI's adherence to the following conditions to ensure they are met:

a. Network Security: CGI shall maintain network security that, at a minimum, includes network firewall provisioning, intrusion detection, and regular third-party penetration testing. CGI shall maintain network security and ensure that CGI network security policies conform to one of the following:

1) Those standards the State of Utah applies to its own network, found outlined in DTS Policy 5000-0002 Enterprise Information Security Policy.

2) Current standards set forth and maintained by the National Institute of Standards and Technology, includes those at: http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf; or

3) Any generally recognized comparable standard that CGI then applies to its own network and pre-approved by CLIENT in writing.

b. Client Data Security: CGI shall protect and maintain the security of Client Data with protection that is at least as good as or better than that maintained by the State of Utah as identified in DTS Policy 5000-0002. These security measures included but are not limited to maintaining secure environments that are patched and up to date with all appropriate security updates as designated (ex. Microsoft Notification). CLIENT reserves the right to determine if CGI's level of protection meets the State's security requirements.

c. Client Data Transmission: CGI shall ensure all transmission or exchange of system application data with CLIENT and State of Utah and/or any other parties expressly designated by the State of Utah, shall take place via secure means (ex. HTTPS or FTPS).

d. Client Data Storage: All Client Data will be stored and maintained in data centers in the United States. No Client Data will be processed on or transferred to any portable or laptop computing device or portable storage medium, except for devices that are used and kept only at CGI's United States data centers, unless such medium is part of the CGI's designated backup and recovery process.

e. Access: CGI shall permit its employees and subcontractors to CGI to remotely access non-Client Data only as required to provide technical support.

f. Client Data Encryption: CGI shall store all data provided to CGI, including Client, as well as any backups made of that data, in encrypted form using no less than 128 bit key and include all data as part of a designated backup and recovery process.

g. Password Protection: Any portable or laptop computer that has access to Client or Client network or stores any non-public Client data shall be equipped with strong and secure password protection.

h. Confidential Information Certification: CGI shall sign a Confidential Information Certification form prior to being given access to confidential computerized records.

i. Client Data Re-Use: All data exchanged shall be used expressly and solely for the purpose enumerated in this Contract. No Client Data of any kind may be transmitted, exchanged, or provided to other CGIs or third parties except on a case-by-case basis as specifically agreed to in writing by Client.

j. Client Data Destruction: Upon expiration or termination of this Contract, CGI shall erase, destroy, and render unreadable all Client Data from all non-state computer systems and backups, and certify in writing that these actions have been completed within thirty (30) days of the expiration or termination of this Contract or within seven (7) days of the request of Client, whichever shall come first, unless Client provides CGI with a written directive. Client's written directive may require that certain data be preserved in accordance with applicable law.

k. User Support: CGI may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited by this contract.

6. Project Timeline

The project timeline for the Pre-Implementation Planning and Design phase spans approximately seven (7) weeks and represents a subset of activities for an implementation of a FIS. Exhibit 3 provides a target timeline which may vary, depending on the size of the LEA.

Exhibit 3: Pre-implementation Planning and Design Phase Activities and Timeline

Major Activity/Milestone	Timeframe	Description
Project Kick-off and Alignment Workshops	Week 1	Kick off the project (e.g., confirm project goals and objectives, begin onboarding processes) and collaborate/establish initial governance structure (e.g., implement a subset of our project management plan (PMP) processes, review/refine/confirm RASCI) for the Pre-implementation Planning and Design Phase activities. We recommend a pre-kickoff planning activities with key stakeholders to prepare for the Pre-implementation Planning project in advance of when the team is expanded. This helps to mitigate risk on unaligned expectations of executive leadership. Establishing executive oversight (and champions) is a critical success factor
Familiarization Training	Week 2	Deliver familiarization training to the LEA project team and key stakeholders to establish a basic foundation and understanding of the CGI Advantage® solution to help inform subsequent activities in this phase.
Discovery Workshops	Week 2-4	Conduct initial workshops to define scope of functional areas to be implemented for further analysis and assessment during the Align Phase
Fit/Gap Analysis	Week 5	From the Discovery Workshops, document key use cases and mission critical business requirements to identify any gaps in functionality requiring changes in LEA business practices or application extensibility configuration changes.
Preliminary Implementation Assessment Document (IAD)	Week 6	Provides a preliminary overview of the system configurations informed from the discovery workshops and fit/gap analysis. This is the precursor to the full IAD deliverable completed during the transition from our Align phase to the Build phase.

Major Activity/Milestone	Timeframe	Description
Statement of Work for the Implementation Project	Week 7	Defines/refines the scope of services, RASCI, milestones, etc. for the full Implementation Project.

The duration of key activities in this pre-planning phase may vary slightly depending on the size of the LEA and the number of Advantage components to be delivered and configured. The size of the LEA influences the Training Plan, for example. The timeline will be adjusted based on an initial exploratory discussion with the LEA.

7. Contract Award and Budget

The contract is for a term of five (5) years. However, USBE and eligible users reserve the right to terminate the contract at any time in accordance with the provisions set forth in the USBE Standard Terms and Conditions.

The contract is based on requirements, and the CGI will charge eligible users based the cost breakdown provided below. Generally, the costs will be determined based on the size of the LEA. The sizes are broken down as follows:

- Small LEA: approximately one (1) school with approximately 250 students
- Small LEA: approximately three (3) elementary schools, two (2) middle schools, one (1) high school, assume approximately 2,500 students
- Large LEA: approximately 10+ elementary schools, 5+ middle schools, 3+ high schools, assume approximately 50,000 students

The costs should be all-inclusive. If travel for meetings, trainings, or other engagements is required, CGI must arrange and pay for their own transportation, meals, and lodging.

USBE and eligible users reserve the right to utilize any optional features provided by CGI. If necessary, such exercise shall be agreed to in writing through a fully executed amendment to the contract.

SaaS Subscription Pricing

CGI Advantage Cloud is offered as a SaaS solution priced by an annual SaaS subscription fee and a one-time SaaS fee for initial provisioning, setup, configuration, and other start-up activities. SaaS fees are provided for pre-defined bundles of the CGI Advantage ERP

components. The pre-defined bundles are identified in Exhibit 3. For each CGI Advantage module, a check mark under the columns numbered 1 through 4 indicates which bundle the module belongs. For example, CGI Advantage Financial Management is included in all bundles whereas the Human Resources Management module is included bundle #3 and #4.

<p align="center">Exhibit 3: Cross Reference CGI Advantage® Modules to Proposed SaaS Subscription Bundles</p>

Module	SaaS Subscription Bundle				
	1	2	3	4	Add-on
CGI Advantage® Financial Management	√	√	√	√	
CGI Advantage® Procurement	√	√	√	√	
CGI Advantage® Performance Budgeting		√		√	
CGI Advantage® Human Resource Management (includes payroll)			√	√	
Advanced learning management through third party integration					√
Advanced recruiting through third party integration					√
External Enterprise Content Management option**					√**

**CGI Advantage provides basic content management capabilities. More advanced enterprise content management (ECM) requirements assumes that the LEA separately acquires an imaging/ECM solution. Through our integration platform, we have integrated with the following ECM solutions:

- OpenText Content Server
- Documentum
- HP Records Manager
- IBM FileNet
- Microsoft SharePoint
- OnBase

Exhibit 4 summarizes the fees for the SaaS subscription bundles assuming a five (5) year term. For initial provisioning, setup, configuration (including disaster recovery and business continuity), there is a one-time SaaS fee that is in addition to the annual SaaS subscription fee for each year of the five-year term. Exhibit 4 provides a cross-reference of CGI modules to the RFP components/modules (identified in the RFP within ERP Required Submission Docs).

The rightmost two columns in Exhibit 4 provides a reference for SaaS annual subscription fee expressed in price per FTE for a 1,500 FTE LEA and 4,500 FTE LEA. The more FTEs an LEA has, the lower price per FTE.

Multiple LEAs can combine to maximize the FTE volume discount. For example, for a single LEA with 4,500 FTEs, the annual SaaS subscription price for Bundle #1 would be $267 per

FTE. However, if two LEAs, each with 2,250 FTEs, the Bundle #1 SaaS subscription price would also be $267 per FTE and not $534 per FTE. Both LEAs would benefit from the lower SaaS subscription fee. This aggregation model is supported by the CGI multiple entity feature.

Exhibit 4: CGI Advantage® Cloud SaaS Subscription Fees for Bundles and Add-ons

SaaS Subscription Bundle or Add-on	Financial Management	Procurement	Performance Budgeting	Human Resource Management	Advanced Learning Management	Advanced Recruiting	One time SaaS Fee	Annual Recurring SaaS Fee	Annual Price per FTE (1,500 FTEs)	Annual Price per FTE (4,500 FTEs)
1	√	√					$0	$1,201,000	$801	$267
2	√	√	√				$410,000	$1,288,700	$819	$273
3	√	√		√			$410,000	$1,290,300	$860	$287
4	√	√	√	√			$612,000	$1,413,000	$942	$314
Advanced Learning Management Add-on					√		$0	$59,700	$40	$13
Advanced Recruiting Add-on						√	$0	$59,600	$40	$13

For SaaS Subscription Bundle #1 (Financial Management and Procurement modules), the one-time SaaS fee is waived. Bundle #1 contains the core modules to address minimum Financial Information System requirements per HB 67 amendment to Utah Code 53E-3-518 for a GAAP/GASB compliant fund accounting system.

For applicable bundles, CGI includes the provisioning of a single instance of the self-service sites (e.g., vendor self-service (VSS)). If multiple LEAs are being aggregated, then the VSS is shared or individual VSS components must be provisioned for each LEA.

For LEAs that exceed 4,500 FTEs, either individually or in aggregation, CGI will provide a customized quote that reflects deeper discounts. Approximately each additional 5,000 – 10,000 FTE increase will represent greater discounting of the per FTE price across all the LEAs that have selected CGI.

The Advanced Learning Management and Recruiting Add-on options are add-ons to bundles #3 and #4 only. The add-ons require the Human Resources Management module. Additionally, the one-time SaaS fees for the two optional add-ons are waived. These Add-on modules leverage Cornerstone on Demand.

Exhibit 5 below cross references the RFP components/modules with the CGI Advantage modules and SaaS subscription bundles so that USBE and the LEAs better understand which CGI Advantage module addresses the RFP components/modules.

Exhibit 5: Cross Reference between RFP modules and CGI Advantage® Modules and SaaS Subscription Bundles

RFP Components/Modules	CGI Advantage® Module	1	2	3	4	Add-on
		SaaS Subscription Bundles				
Financial Accounting	CGI Advantage® Financial Management	√	√	√	√	
Training and Establishing Minimum Modules within the Financial System	Our consulting and implementation services will include scalable training to adapt to LEA needs to establish and configure the modules	√	√	√	√	√
Standard Forms and Reporting	CGI Advantage Cloud and CGI Advantage Insight; included in the Technology Platform and therefore all bundles	√	√	√	√	
Content or e-document Management	The CGI Advantage Technology Platform provides basic content management capabilities with add-on options to integrate third party enterprise content management (ECM) solutions, not priced and assumed to be acquired separately by the LEA	√	√	√	√	√
Advanced Purchasing and Procurement System	CGI Advantage® Financial Management	√	√	√	√	
Purchasing Cards	CGI Advantage® Financial Management	√	√	√	√	
Data Warehouse Systems	Technology Platform: CGI Advantage® Insight; included with all bundles	√	√	√	√	
Business Intelligence	Technology Platform: CGI Advantage® Insight; included with all bundles	√	√	√	√	
Cloud Hosting Services	CGI Advantage® Cloud (included with all bundles)	√	√	√	√	
Accounts Receivable System	CGI Advantage® Financial Management	√	√	√	√	
Budget Preparation System	CGI Advantage® Performance Management		√		√	
Applicant Portal	Optional Add-on					√
Bank and Check Reconciliation Systems	CGI Advantage® Financial Management	√	√	√	√	

		SaaS Subscription Bundles				
Fixed Asset Systems	CGI Advantage® Financial Management	√	√	√	√	
Campus, Student, and Pupil Accounting	CGI Advantage® Financial Management (financial accounting only)	√	√	√	√	
Human Resources System, with access to relevant and necessary human resources data	CGI Advantage® Human Resources Management			√	√	
Utah State Reporting (interoperability with the state transparency system) transparent.utah.gov	Technology platform: CGI Advantage Connect and CGI Advantage Insight (included with all bundles)	√	√	√	√	√

Implementation and Consulting Pricing

Exhibit 6 below presents an estimated average fixed price for Pre-implementation services based on a large LEA (e.g., 4,500 FTEs). Pre-implementation services involve activities that are conducted as part of the CGI implementation methodology that include detailed analysis, described in Section 2, and represents approximately 10% of the overall implementation effort. CGI will provide a custom quote depending upon the LEA size to scale services based on additional information. For LEAs that request only high-level estimation process, CGI can provide a custom quote for a one week analysis to provide a high level estimate and plan.

Exhibit 6: Estimated Pre-Implementation Planning and Design Phase Services for the Large LEAs

Pre-Implementation Planning and Design Phase Services for Large LEAs				
Bundle #	**Bundle**	**Average Fixed Price for Large LEAs**	**Mid-sized LEAs**	**Largest LEAs**
1	Financial Management, Procurement	$128,840	$64,420	$161,050
2	Financial Management, Procurement, Performance Budgeting	$156,370	$78,185	$195,462
3	Financial Management, Procurement, Human Resources Management (including Payroll)	$177,100	$88,550	$221,375
4	ERP Full Suite: Financial Management, Procurement, Performance Budgeting, and Human Resources Management (including Payroll)	$249,680	$124,840	$312,100

Exhibit 7 below presents CGI discounted professional services hourly rates. These discounted rates can be used to provide consulting services to the USBE and the LEAs on a time and materials (T&M) basis. CGI can define custom quotes for firm fixed prices for different scope of services, documented in a statement of work (SOW) agreements, e.g., implementation services identified as part of the pre-implementation analysis).

Exhibit 7: CGI Professional Services Rate Card with Initial Discounts

Professional Service Category	Standard Rate	Discount % off Std. Rate	Discounted Rate
Vice President, Project Executive	$400.00	25%	$300
Engagement/Senior Program Manager	$400.00	25%	$300
Security Lead	$400.00	25%	$300
Project Manager	$347.00	25%	$260
Subject Matter Expert	$327.00	25%	$245
Technical Architect	$327.00	25%	$245
Deputy Project Manager	$313.00	25%	$235
Security Specialist	$293.00	25%	$220
Team Lead	$260.00	25%	$195
Technical Lead	$260.00	25%	$195
Change Management/Communications	$233.00	25%	$175
Senior Business Analyst	$233.00	25%	$175
Senior Programmer Analyst	$233.00	25%	$175
Business Analyst	$180.00	25%	$135

8. Invoicing

CGI shall submit invoices electronically to the individual Eligible Users for all goods and/or services provided in accordance with the terms on the agreement. Invoices will not be considered for payment if submitted by another method.

Invoices shall include the following:

a) Contractor Name
b) Uniquely identifiable invoice number

c) Invoice date
d) Contract Number
e) Recipient Entity's contact information (phone number and email address)
f) Contractor's authorized signature
g) Date(s) goods/services were provided
h) Description of goods and/or services for which payment is requested
i) Dollar amount requested.

Contractor will submit invoices within thirty (30) days after the delivery date of the goods/services to the Eligible User. The contract number shall be listed on any invoices, freight tickets, and correspondence relating to the agreement. The prices paid by the Eligible User will be those prices listed in this agreement unless Contractor offers a discount at the time of the invoice. It is Contractor's obligation to provide correct and accurate invoicing. The Eligible User has the right to adjust or return any invoice reflecting incorrect pricing.

Invoices submitted by Contractor without the required information will not be paid and shall be returned to the Contractor for completion.

All payments made to the Contractor under the agreement shall be made in the name of the Contractor, as it appears in the agreement. All payments will be sent to the Contractor to the address for the Contractor as it appears in the agreement. Changes to the information identified in this section must be requested in writing.

Contractor may be required to repay the Eligible User if, during or after the contract period, an audit or other review determines that payments made by the Eligible User to Contractor were incorrectly paid or were based on incorrect information received from the Contractor. USBE and Eligible Users reserve the right to withhold any or all subsequent payments to the Contractor until the incorrect amounts paid have been fully recovered.

9. **Project Management**

Any changes or deviation from the agreement must be agreed to in writing through a proper amendment to the agreement. The parties identified below are the points of contact for the agreement for the purpose of amending the contract.

Utah State Board of Education
Program Manager: Sam Urie, School Finance Director, sam.urie@schools.utah.gov, 801-538-7545

Contract Manager: Adam Herd, Director of Purchasing, adam.herd@schools.utah.gov, 801-538-7879

Contractor:
Chad Bowman, Director Consulting Services, chad.bowman@cgi.com, 385-505-2826

Appendix A: Requirements

A.1 Requirements

A.1.1 General Requirements

	Requirement	Response	Comments
	General		
1.	Secured browser from any location	Y	
2.	Software modules integrate with each other and core system.	Y	CGI Advantage is a true unified solution where critical, complex interfaces (e.g., between Financial and Payroll modules) are eliminated. Data quality is maximized with no need for redundant data (e.g., synchronization of chart of accounts information in Financial does not need to be replicated and maintained separately in Payroll). Our unified solution provides end-to-end integration that includes a unified, common user experience that spans across devices (desktop and mobile). Security, workflow, and other functionality are unified across the CGI Advantage modules providing a single point of administration.
3.	Data entry fields are arranged in a logical manner for ease of data entry (tab order), with pertinent information summarized on the home screen or user dashboard.	Y	The. intuitive user interface is based on a human-centered design that provides a simplified navigation (e.g., logical arrangement of fields) and presents a configurable home page layout that focuses users on what's important based on their business role(s). Optional fields not applicable for certain user groups can be hidden and even the order of fields can be rearranged through

	Requirement	Response	Comments
			configuration of extensibility capabilities. This no coding configuration allows LEAs to tailor the user interface to focus users on pertinent information. Through "progressive disclosure", users are not overwhelmed with too much information. Instead, information is carefully "revealed" based on user action and navigation, reducing "information overload" that leads to frustrated users.
4.	All software modules have easy to use help tools.	Y	Across the CGI Advantage solution, we leverage easy to use help tools that include traditional help facilities such links to help pages and context sensitive help. Out-of-the-box, we deliver a self-learning virtual assistant, sometimes known as a "chatbot" we've dubbed "Sophia." Sophia assists users with collecting and analyzing data, processing business transactions, and interacting with the knowledgebase. Sophia leverages artificial intelligence (AI) to support the ability to: • Autosuggest the next query, based on interaction history (predictive analysis) • Use natural language processing and contextual clues to overcome spelling errors and vague questions • Deliver analytics and insights to support better decision making Sophia is a convenient and friendly "companion" to help users become more efficient through: process automation, increased engagement and independence, and decreased training time for LEA users. We also deliver our out-of-the-box interactive assistant providing tailored, step-by-step guidance to LEA users, promoting better understanding of the business process, increasing accuracy, reducing help desk calls, decreasing user frustration, and enhancing the user experience. With the respect to the user experience, the user interface is based on a human-centered design that provides a simplified navigation and presents a home page layout that focuses users on what's important based on their business role(s). Through "progressive disclosure", users are not overwhelmed with too much information. Instead, information is carefully "revealed" based on user action and navigation, minimizing the reliance on traditional help.

	Requirement	Response	Comments
5.	Functional dashboard reporting for executive/management view.	Y	
6.	User friendly, flexible and robust reporting generator that has the ability to create custom reports as needed from the canned reports.	Y	We have included our Advantage Insight business intelligence (BI) and analytics platform that delivers user friendly flexible reporting and analytics capabilities that can supplement "canned" queries and reports. Our BI platform supports advanced analytics with visualizations. BI and analytics can be published and configured onto users' homepage based on business role to create informative dashboards tailored to those users (e.g., for a superintendent).
7.	Provide audit trails and tracking logs for user activities in the system.	Y	
8.	Ability to print to network printers.	Y	
9.	Ability to set levels of security for users (i.e. not everyone can change certain data fields, not everyone can do account adjustments), by application, menu item/function, reports and by user or role.	Y	
10.	Ability to restrict access by individual users, departments and positions.	Y	
11.	Availability of a functional test/training environment that has all the components and modules of production system. Test environment can be refreshed with a copy of our live data upon request.	Y	
12.	A fully integrated document imaging system with the ability to archive, organize, view, print, email, and fax documents directly from the system.	Y	CGI Advantage provides the ability to securely upload and store documents (e.g., PDF files). Documents are organized by the associated business transaction (e.g., a PDF invoice from a vendor is organized with the associated Financial invoice transaction). Authorized users can download these documents to view, print, email, and fax using their familiar desktop tools.
	Conformability		
13.	Ability for LEA to create and define (user/custom) data fields to accommodate legal requirements or regulatory changes.	Y	

	Requirement	Response	Comments
14.	Ability to incorporate regulatory agency definition and rule changes in a highly responsive, non-intrusive and timely update process.	Y	
	Extensibility and Configuration		
16.	Ability to easily configure software using parameter tables without modifications to the source code.	Y	
17.	Ability to allow for configuration to business rules, policies, workflow, and user interfacing through the use of tables, templates, definition files, lists, parameter files, or other extensible data structures.	Y	
18.	Ability to retain configuration performed using extensible provisions whenever new versions of the application software are installed.	Y	
19.	Ability to control and configure system applications through user-definable and user-maintainable tables of codes.	Y	
20.	Ability to ensure thorough version tracking and control so that modules remain compatible as upgrades to the selected modules occur.	Y	
21.	Ability to determine query context by clicking on any data aware grid or edit field.	Y	
	Consistency and Commonality		
22.	Provision for consistent tools for configuration in all components.	Y	
23.	Ability for users to view consistent names, titles, and layouts on screens reports and database column names.	Y	
24.	Provision for all components to use consistent navigation features.	Y	
25.	Provisions for screens and reports with similar organization in presentation of the data.	Y	
26.	Database normalization level.	Y	

	Requirement	Response	Comments
27.	Are stored procedures, triggers and functions unencrypted?	Y	As a SaaS solution, we provide maintain all secure database management and data access for the LEAs. Our SaaS solution includes database maintenance and industry standard processes that obviates the need for LEAs to require stored procedures, trigger, and functions.
	Reporting		Please refer to our response to Question #2 in Section 7 Technical Architecture for a summary of business intelligence, reporting, and analytics capabilities.
28.	A method of seeing what users are doing through logging or reporting.	Y	
29.	Include in the Appendix section a list of all standard reports, with select examples of reports.	Y	Please refer to **Appendix 2 - Sample Semantic Models and Analytics.** Our solution for LEAs includes a modern business intelligence platform whereby most day to day reporting are in the form of online queries and analytics. However, our platform supports printing (to printers or PDF) when traditional reports are desired as well as exports/downloads (e.g., to spreadsheets for personal data exploration). We provide a semantic model that allows authorized users to develop additional analytics and reports leveraging business terms and not technical database terms. These semantic models also enforce security access control. Additionally, our secure web-based Solution Support Center (SSC) portal allows the user community to share reports. The shared repository contains over 300 reporting ideas to help LEAs improve the ability to explore the rich data in CGI Advantage.
30.	Describe whether reporting is performed against a data warehouse or data mart, versus against a live or in-production table.	Y	Our SaaS solution simplifies LEAs' access to their data. We obviate the need for LEAs to manage data between "live or in-production tables" versus data warehouse or data marts by including a data accessibility and timeliness through industry leading service level agreements (SLAs). That said, we offer reporting options against live in production database tables and against our data lake, the next generation of data warehouse/data marts. External data can be ingested into the data lake, including unstructured data, to support advanced analytics like sentiment analysis.
31.	Describe the report writers and reporting methods that are available for the	Y	Please refer to our response to Question #2 in Section 7 Technical Architecture for a summary of

	Requirement	Response	Comments
	proposed product(s).		business intelligence (BI), reporting, and analytics capabilities. In addition to out-of-the-box queries, reports, and analytics, our SaaS subscription includes an industry leading, easy to use, BI platform at the disposal of LEAs. Our BI platform, CGI Advantage Insight, is powered by industry leading Microsoft Power BI, a Gartner Magic Quadrant Leader. We include a semantic layer that presents our extensive and rich data in business terms and not technical database jargon and uses the same security access control definitions configured by LEA security administrators for the application access. Redundant security setup is eliminated. Additionally, our platform includes the capability to support other LEA data, including non-structured data, in our data lake, helping to future-proof LEA reporting and analysis needs.
32.	Ability to produce comprehensive management reporting for all areas within the organizational process.	Y	
33.	Ability to produce both standard and ad hoc reports.	Y	
34.	Ability to design and implement both on-line ad hoc queries and batch reporting programs as required by user.	Y	
35.	Ability for report generator to allow user to select data, choose fields, and create calculated fields.	Y	
36.	Ability to reconcile reports from different components in the system.	Y	
37.	Do all reports allow for exporting to Excel and PDF format?	Y	
	Documentation		
38.	Provision for web-based online documentation and training materials.	Y	
39.	Provision for well-written, comprehensive, and detailed documentation that serves as a complete technical and user reference library of the application.	Y	
	Portal Capability		

	Requirement	Response	Comments
41.	Does your product have an umbrella portal entrance into the various modules? If Yes, describe, and respond to the following "ability to provide" points. If No, place an X next to the entries in the table.	Y	
42.	Ability to provide single sign-on to the total system, and all its component parts based on person's role	Y	
43.	Ability to customize which objects are displayed on the portal entry	Y	
44.	Ability to add other applications to this portal	Y	
	System and Application Architecture		
45.	Describe your ability to retain all user made changes to business rules, standard screens and standard reports when new releases of base software occur.	Y	
	Infrastructure		
46.	In tabular form: List all supported hardware/operating system platforms and operating system versions for your product. Provide specifications in terms of processors, processor speed, memory requirements, and other sizing and capacity factors to assist LEA in budgeting for and acquiring hardware. List which industry standard benchmarks or guidelines measures you are using to establish this recommendation.	Y	Not applicable. We have proposed our CGI Advantage® Cloud Software-as-a-Service (SaaS) solution. Included in the SaaS solution, we provision, install, configure, and maintain the hardware/operating system platforms. With SaaS, LEAs do not need to budget for acquiring the hardware/operating systems to support the CGI Advantage software. Instead, the SaaS annual fees provide consistency in cost from a budgeting perspective for LEAs.
47.	In tabular Form: List all supported Mobile hardware/operating system platforms and operating system versions for your product. Provide specifications in terms of processors, processor speed, memory requirements, and Android/iOS builds along with any other factors that will assist LEA in budgeting for and acquiring hardware.	Y	Using a Responsive Web Design, our solution supports popular mobile hardware/operating platforms and browsers including: • Safari 13 on Apple iPads and Apple iPhones (iOS 11.x+) • Google Chrome 79 on Android tablets and Android phones (9.x+) • Microsoft Edge 44 on Windows 10 tablets

	Requirement	Response	Comments
			We recommend mobile hardware that meets or exceeds manufacturers' recommendations for the respective mobile operating systems.
48.	Describe what the certified virtual server environments are for production deployment of the proposed system. Include in your response whether or not the proposed system is specifically compatibility with VMWare and the version, if applicable.	Y	Not applicable. We have proposed our CGI Advantage Cloud SaaS solution where CGI is responsible for the server environment for production. We maintain the production environment to stringent service level agreements that are backed by aggressive penalties.
49.	**In tabular form:** List all desktop operating systems that you simultaneously support on a single installation/version of the application.Indicate hardware/operating system platform and version if that is a consideration for support.	Y	Not applicable. Our solution uses a web browser for users. Please refer to our response to requirement #50 and #51 below.
50.	**In tabular form:** List all certified browsers and corresponding versions for use with your application, and describe any required browser add-ons,function enablement, et cetera.	Y	Our solution supports popular desktop browsers including: • Google Chrome 79 • Microsoft Edge 44 • Firefox ESR 68.5 • Safari 12 on Mac 10.x Tablet browsers include: • Safari 13 on iPads and iPhones (iOS 11.x • Chrome 79 on Android tablets (9.x+) • Edge 44 on Windows 10 tablets
51.	**In tabular form:** List all third party desktop products and versions that are required for full client functionality of the system. If the third party product is only for specific application functionality and may be limited to a subset of the users, indicate as such.	Y	N/A. Our native cloud solution are accessed through supported web browsers and no third party desktop products are required for end users other than optional office productivity tools (e.g., email to receive email notifications when applicable).
	Database		
52.	What technology does your relational database management system(RDMS) use to ensure integrity and completion of all transactions? Transactions should be able to roll back in the advent of a softwarecrash.	Y	With our CGI Advantage Cloud SaaS solution, servers and operating environments including the relational database management system (RDBMS) is CGI's responsibility, so that LEAs can focus on other, strategic IT initiatives. We maintain a resilient and high availability cloud native environment that follows modern industry practices for transaction processing. We maintain database integrity through rollbacks at the transaction level in the unlikely event of a software

	Requirement	Response	Comments
			crash. In other words, we follow standard practices for committing database updates after the completion of a transaction.
53.	**In tabular form:** List all hardware/operating system platforms upon which your product's database(s) is/are supported. Indicate whether each configuration is actually in production at an institution relatively oursize.	Y	Please refer to our response to requirement #52 above. Our solution enforces transaction level rollbacks to maintain data integrity and successful completion of transactions.
54.	Ability to recover the database or a subset to a specific point in time.	Y	CGI is responsible for the recovery of the database. For high availability situations, our cloud native architecture maintains the appropriate redundancy to maintain high availability. For non-catastrophic disaster events, database failures are limited to transaction level points in time, supporting database integrity. Additionally, we perform combinations of incremental and full backups, allowing restart/recovery flexibility. For catastrophic events, we support a recovery point objective (RPO) of one (1) hours when failover to alternative sites is necessary (e.g., natural disaster situation).
55.	Ability to purge and archive unneeded data.	Y	
56.	Ability to distribute the application among multiple servers.	Y	Through our CGI Advantage Cloud SaaS solution, we distribute application processing and provide redundancy to support high availability for the LEAs, backed by our service level agreements.
57.	Ability to authorize user accounts/ids, passwords, and access rights froma single central control point.	Y	
58.	Ability to attribute each transaction to a specific user. A method of seeing what users are doing through logging or reporting.	Y	
59.	Provision for reliable and secure method for user authentication that conforms to standard such as Kerberos, biometric ID, et cetera.	Y	
60.	Provision for encryption capability option that prevents unauthorizedaccess to data.	Y	

	Requirement	Response	Comments
61.	Ability to backup and restore the entire database and subsets of the database while users are accessing the system.	Y	
62.	Ability to export or import database fields from MS Office products usingOLE standard.	Y	
63.	Database is ODBC compliant	Y	
64.	Database is SQL compliant	Y	
65.	Describe how your software connects to the database. Does it use integrated security? Is each program user added to the DB as a user?	Y	
	Business Continuity		
66.	Describe the licensing requirements for redundant sites beyond the main site.	Y	Disaster Recovery (DR) services are included in our SaaS subscription fees. This includes costs for the secondary (redundant) site for failover that is geographically separate from our primary site. All related hardware/software is included with DR services backed by service level agreement of a recovery point objective (RPO) of one (1) hour and a recovery time objective (RTO) of twelve (12) hours. DR failover is only required upon major, catastrophic events. Our cloud native architecture provides resiliency and elasticity to maintain high availability, similar to other cloud native architecture like those used by Netflix and Amazon.
67.	Identify the features of your product that support ease of movement to an alternative site for disaster recovery.	Y	Disaster Recovery (DR) services are included in our SaaS subscription fees. On behalf of LEAs, we are responsible for the failover to our secondary site. Please refer to our response to Question #3 in section 7 Technical Architecture.
68.	Describe additional services that you offer to support and assist LEA to restore functionality and capacity if an incident exceeds LEA's capability to respond.	Y	System availability and system performance SLA targets and aggressive penalties are included in our SaaS subscription fees, including disaster recovery services.
	User Interface		

	Requirement	Response	Comments
69.	Ability to customize individual user menus to only show the options which a user has the security to access.	Y	Our solution provides configuration capabilities to tailor the user experience to business roles defined by LEAs to help simplify navigation but more importantly, to facilitate users' ease of access to the information and functions that is secure and needed to help improve their productivity and decision making.
70.	Ability for non-technical users to create ad hoc queries to extract datafrom all functional areas of the system at the same time (i.e., menu ordrop down selection querying, et cetera).	Y	
71.	Simple user interface with minimal number of clicks required tocomplete a given task.	Y	
72.	Provides time / date fields that are displayed in a standardized manner.	Y	
73.	Provide intelligent purge routines for all modules	Y	
74.	Provide a complete test environment (with production data not more than one month old) for all modules. Development and training environments too.	Y	
~~75.~~	~~Ability to include barcodes/QR Codes into all letters, including but notlimited to Inspection cover sheet, Tenant letters and Vendor/landlord letters.~~		Removed in Amendment 1
~~76.~~	~~Ability to append picture of the head of household for ID purposes onthe main tenant screen and the inspection cover sheet.~~		Removed in Amendment 1
	System Management		
77.	Considering typical transaction volumes what hardware capacity recommendations can you make for the platforms you support that gives a user a one-second response for the simplest action of a single record retrieval?	Y	Not applicable. We have proposed our CGI Advantage® Cloud Software-as-a-Service (SaaS) solution. Included in the SaaS solution, we provision, install, configure, and maintain the hardware/operating system platforms. We include service level agreements for response times, system availability, and support.
78.	How does the proposed solution provide the capability to run in a stateof "graceful degradation" during a partial disaster where less than all hardware components are running?	Y	As cloud native SaaS solution, we are responsible for system performance and availability targets contained in the service level agreement (SLA) and backed by service penalties. We minimize degradations in order to meet the overall SLA

	Requirement	Response	Comments
			targets. Our modern cloud native architecture provides resiliency and elasticity to reduce the risk of degradation similar to other cloud native architectures used by Netflix and Amazon.
79.	Ability to recover the database or a subset to a specific point in time.	Y	
80.	Ability to back-up and restore the entire database and subsets of the database while users are accessing the system.	Y	
81.	Ability to access all components of the job scheduling system and manage all jobs from a single location in addition to control from the originating module.	Y	Our proposed solution for LEAs is a cloud native SaaS solution whereby CGI is responsible for job scheduling and management of applicable jobs for the CGI Advantage (financial information system).
82.	Provision for one-job scheduling mechanism to share by all jobs from all modules.	Y	
83.	Ability to run batch jobs while users are accessing the application.	Y	
84.	Ability to record and track on-line versions between modules.	Y	
85.	Ability to support automated on-line distribution of all files and software releases to all clients and servers from a designated server.	Y	
86.	Ability to distribute the database among multiple servers.	Y	
87.	Ability to monitor and tune the application to enhance response time and other performance metrics.	Y	
88.	Ability to provide a suite of tools to monitor and control all production processes.	Y	
89.	Provision for error logs and messages to assess performance relatedevents.	Y	
90.	Ability to authorize user accounts/ids, passwords and access rights from a single and central point of control.	Y	

	Requirement	Response	Comments
91.	Ability to delegate authorization of access to modules of the application to departments responsible for that level of authorization.	Y	
	Interfaces		Please refer to our response to Question #13 in Section 7 Technical Architecture for more information regarding interface capabilities.
92.	List which standard data interface formats and methods you natively support (XML, CSV, EDI, et cetera).	Y	We support standard data formats such as XML and JSON for real-time interfaces (e.g., leveraging our industry standard RESTful web services APIs); comma-separated CSV, text, and PDF files are also supported. We provide LEAs an integration platform, included in the CGI Advantage Cloud subscription fee, that delivers out-of-the-box data mapping/transformation capabilities to assist with other data formats.
93.	Does your application provide a standard API for interface development?If yes, does it allow for outbound files, inbound files or both?	Y	We provide connectors and standard API library to assist with interface development. We support real-time integration through industry standard RESTful web services APIs but also support file-based integration. We have the capability to support both inbound and outbound integration.
94.	Describe any existing standard interfaces for each of the above or a proposed mechanism for accomplishing each of them.	Y	We provide both hundreds of connectors and APIs in our standard API library, delivered out-of-the-box ranging from connectors to other platforms (e.g., Salesforce) to any business transaction in our solution (e.g., APIs for purchase orders). We also include our Advantage Connect integration platform to promote ease of interface development and maintenance. Please refer to our response to Question #13 in Section 7 Technical Architecture for more information regarding interface capabilities.
	System Security		
95.	Describe and provide details of security processes, procedures and measures employed to prevent unauthorized access to software systems and databases. Proposers may submit company directives and policies to supplement the response.	Y	Please refer to our response to Questions 4, 5, 6, and 15 of Section 7 Technical Architecture.
	System Support		

	Requirement	Response	Comments
96.	LEAs requires this application, when in the production environment, to be operable for the workday during normal business. Describe the provision you make to provide this support level.	Y	Our standard system availability for the production environment exceeds the workday during normal business. Our standard system availability includes twelve (12) hours per day, six (6) days per week (i.e., Monday through Saturday).
97.	In the event of an extended service outage, describe provisions to compensate LEA for direct costs incurred to compensate for the outage.	Y	We hold ourselves accountable for high availability and minimized service outage per our CGI Advantage Cloud agreement and back that responsibility through aggressive Service Level Agreement (SLA) penalties that could result in in annual penalties of up to 10% of the annual SaaS subscription fee in a calendar year. Please refer to additional information in our response to questions 3-6 in Section 5 Support Details.
98.	In tabular form: LEAs requires a system availability of least 99.9% based on ten hours per day, five business days per week. Describe what methods you use to support the system remotely (e.g. VPN, et cetera).	Y	Our CGI Advantage SaaS solution delivers the equivalent of 99.9% system availability based on ten hours per day and five business days per week. Our standard system availability is at least 99.7% but over a 44% longer duration based on twelve (12) hours per day, six (6) days per week. For self-service applications (e.g., vendor self-service, employee service), the duration is 24 hours a day, 7 days per week, excluding scheduled maintenance. We commit system availability and system performance targets through documented service level agreements (SLAs) that are backed by SLA penalties of up to 10% of the annual SaaS subscription fee over a calendar year. Our solution is hosted in our CGI Advantage Cloud allowing us direct support of your system and not requiring remote system access.
99.	Describe the terms and conditions of your technical support service contract.	Y	Our CGI Advantage SaaS solution delivers the equivalent of 99.9% system availability based on ten hours per day and five business days per week. Our standard system availability is at least 99.7% but over a 44% longer duration based on twelve (12) hours per day, six (6) days per week. For self-service applications (e.g., vendor self-service, employee service), the duration is 24 hours a day, 7 days per week, excluding scheduled maintenance. We commit system availability and system performance targets through documented service level agreements (SLAs) that are backed by SLA penalties of up to 10% of the annual SaaS subscription fee over a calendar year. Our solution is hosted in our CGI Advantage Cloud allowing us

	Requirement	Response	Comments
			direct support of your system and not requiring remote system access.
100.	List the locations of the nearest support offices in the Eastern Mountain Time zones and the number of support people at each location.	Y	Our CGI Advantage SaaS solution delivers the equivalent of 99.9% system availability based on ten hours per day and five business days per week. Our standard system availability is at least 99.7% but over a 44% longer duration based on twelve (12) hours per day, six (6) days per week. For self-service applications (e.g., vendor self-service, employee service), the duration is 24 hours a day, 7 days per week, excluding scheduled maintenance. We commit system availability and system performance targets through documented service level agreements (SLAs) that are backed by SLA penalties of up to 10% of the annual SaaS subscription fee over a calendar year. Our solution is hosted in our CGI Advantage Cloud allowing us direct support of your system and not requiring remote system access.
101.	List the levels of technical support, times of the day each level is available, and method of contact.	Y	A toll-free phone number for non-emergencies, available from 6 a.m. MT to 7 p.m. MT Monday-Friday, exclusive of standard holidays. CGI also provides emergency after-hours support for Critical or Serious severity production issues 24x7/365. Additionally, a secure web-based Solutions Support Center portal provides 24/7/365 access to CGI's knowledgebase including webinars, client discussion groups, product documentation, user groups and more. Users can also submit and track support issues through this online portal.
102.	Describe your problem management and escalation procedures. Include information about logging and tracking calls, mean response time, and acknowledgment and confirmation to the customer.	Y	Please refer to our response to Questions #5 and #6 in Section 5 Support Details where we outline our problem management and escalation procedures.
103.	Is there a toll-free telephone number for clients to call with questions or concerns about ongoing service and support? What times are available for its use?	Y	Yes, we offer a toll free telephone support for our clients.
104.	Is there an email or web form for clients to use for questions or concerns about ongoing service and support?	Y	Yes, we offer a secure web portal for clients to access our knowledgebase and submit incidents/questions. Please see our response to requirement #101 above and our response to

	Requirement	Response	Comments
			questions #2c and #5 and in Section 5 Support Details.
	Warranty & Maintenance		
105.	What level of customer technical support services and response times are provided as part of the product's basic license fees, and what additional cost services or extended warranties are available?	Y	With our proposed Software-as-a-Service (SaaS) solution, CGI warrants that during the agreement term our CGI Advantage cloud application software will perform in accordance with the applicable documentation and that the functionality will not decrease. CGI will correct the non-conforming CGI Advantage Cloud application software at no additional charge to the client, provided that the client provides written notice to CGI of the non-conformity in sufficient detail to allow CGI to replicate the underlying incident, no later than thirty (30) calendar days after the incident is first discovered and identified as a warranty breach between CGI and the client. CGI can provide our more detailed standard warranty statement, that includes exceptions or limitations, upon request. In general, exclusions include but are not limited to unauthorized modifications, operation or use in the manner not permitted by the executed contract agreement.
106.	Are all enhancements and upgrades of licensed software delivered as part of the client's annual maintenance contract? If not, explain what costs, including consulting costs, might be required. List the typical frequency of major upgrades, minor releases and bug fixes, and state whether upgrades are cumulative.	Y	LEAs utilize the CGI Advantage Cloud solution through a Software-as-a-Service (SaaS) annual subscription fee. Through our annual SaaS subscription fee model, LEAs will automatically receive regular updates that include feature updates ("Feature Sets") that include new enhancements and innovations, and minor releases and maintenance patches. Feature Sets are distributed approximately every eight (8) months and maintenance patches are more frequent usually every four (4) months, and as needed that could be frequency measured in weeks/days (e.g., critical security updates). LEA configurations (including user extensibilities) are automatically preserved with each update to facilitate seamless deployments. New features are delivered "turned off", as appropriate, so that LEAs can evaluate and implement the new features at their own pace. Upgrades are cumulative in that they are not "skipped."
107.	Describe any discount schedules or special entitlements for the maintenance agreement.	Y	Traditional maintenance and support are already included in the annual SaaS fees (see General Requirement #106 above). Discounting of the

	Requirement	Response	Comments
			annual SaaS fees is based volume pricing. Please refer to the cost proposal.
108.	Attach terms and conditions for the warranty and extended warranty in an appendix.	Y	Please refer to **Appendix 1 - Sample CGI Advantage Cloud Agreement.**
	Document Imaging		
109.	Ability to scan, view, print, email and/or fax archived documents.	Y	Our solution includes a built-in capability to upload documents of any file type (e.g., image scans, spreadsheets, project plans) as attachments to business transactions (e.g., a product specification document that is uploaded and attached to a requisition business transaction) by authorized users. Similarly, only authorized users can view these documents. This document management capability is integrated into our solution to provide a seamless user experience. Intuitive visual notifications alert users whether documents were uploaded, and clear navigation allows those users to quickly select documents from a simple list to open and view. Users can then view, email, print, or fax the downloaded documents through their respective office productivity applications (e.g., compose an email and attach the downloaded document). CGI Advantage has basic archival capabilities. In addition to our built-in document management capabilities, we also offer APIs to integrate third-party enterprise content management (ECM) systems should an LEA have an existing solution.
110.	A fully integrated document imaging system with the ability to archive, view, print, email, and fax documents directly from the system.	T	Our out-of-the-box document imaging/content management capabilities are summarized in General Requirement #109 above. In addition to those capabilities, our out-of-the-box Advantage Connect integration platform provides our clients the capability to integrate with a number of third party systems including: • OpenText Content Server • Documentum • HP Records Manager • IBM FileNet • Microsoft SharePoint • OnBase

	Requirement	Response	Comments
111.	Scanning of paper documents.	T	Our core solution has the ability to integrate with third party scanning solutions that may already exist with the LEAs or acquired separately.
112.	Direct archiving of reports.	Y	When using CGI Advantage Insight, archival of reports is through
113.	Items outside the system on computers can be archived, such as digitalpictures and Microsoft office documents	Y	Items (e.g., digital pictures and Microsoft office documents) on computers outside the CGI Advantage Cloud solution can be uploaded and stored as attachments within the Advantage application based on the user's security authorization.
114.	Provide for unlimited number of notes about tenants to indicate balances owed or previous problems with residents	Y	We assume this requirement refers to a general notes capability and not specifically regarding tenants to indicate balances owed or previous problems with residents. In general, we have designed comment/note fields throughout our solution where we deemed appropriate (e.g., high likelihood a note would be needed for a CGI Advantage business transaction). Through user extensibility capabilities, additional comment/note fields can be configured and added. However, notes can also be uploaded and attached within the CGI Advantage solution.
115.	Ability to include capability to attach electronic files, such as digital images and electronic documents, directly to specific entities, (i.e. applicant, landlord, unit, et cetera) without using a separate application.	Y	
	~~Validation Program~~		Removed in Amendment 1
~~116.~~	~~Provide a validation program that is fully compliant with the current HUD-50058 Technical Reference Guide~~		
~~117.~~	~~Provide Rental Integrity Monitoring (RIM) audit verification procedure.~~		

A.1.2   Accounting Requirements

LEA has software requirements for accounting, accounts payable, accounts receivable, banking, budgeting, capital planning, finance, fixed assets, grants, payroll and other related functions. LEA wants a comprehensive solution which integrates with the general ledger and provides for the important software requirements identified in this section, requiring less data entry redundancy and the capability to drill down and roll up from detail to summary data.

LEA requires a fully integrated Accounts Payable system with interfaces to and from the General Ledger, Procurement, Inventory and Contract modules.

LEA is looking for a software module that will accept data electronically from financial institutions and perform the reconciliation process, which interfaces with the general ledger and all modules that generate checks and/or electronic payments. This requires a reporting tool that empowers the end user with the ability to query the database and create reports as needed.

USBE has the following minimum software requirements:

CGI Advantage delivers a 100% out-of-the-box ("Y") fit to the Accounting Requirements. CGI Advantage provides LEAs a GAAP/GASB compliant fund accounting solution (a requirement of H.B. 67 amendment to Utah Code 53E-3-518). CGI Advantage Financial Management accounting solution provides a highly configurable chart of accounts and budgeting structures that supports many options, such as project accounting cost accounting, cost allocation, labor distribution and much more. CGI Advantage Financial Management powers the financial accounting requirements of largest education and state & local government entities such as Los Angeles County Office of Education (LACOE), the City of New York (including the Department of Education that manages a ~$38B budget), and the State of Utah.

	Requirement	Responses	Comments
	General ledger accounting software capable of supporting multiple chart of accounts consisting of numerous projects, properties, programs and grants such as:		
6.	Various business activity programs	Y	Advantage Chart of Accounts (COA) provides several elements to budget and track user-defined LEA business events by activity, program, organizational unit, function, and location in addition to other elements.
7.	Various State and Local programs	Y	State and local program activity can be budgeted and tracked within the core Chart of Accounts structure. More complex program tracking and reporting requirements can be managed using the robust features of Advantage Cost Accounting for grant programs and projects.
	Capable of the following:	Y	Financial transactions in Advantage record the date/time of the original creation and all modifications, and the user ID of the creator and anyone who modified a prior transaction. Audit logging can be configured to record before/after updates to specified tables.

	Requirement	Responses	Comments
9.	Robust audit trail features	Y	Financial transactions in Advantage record the date/time of the original creation and all modifications, and the user ID of the creator and anyone who modified a prior transaction. Audit logging can be configured to record before/after updates to specified tables.
10.	Full integration with all grant program systems as mentioned above	Y	Advantage's unified structure provides for seamless tracking of grant programs across all business processes, from budgeting to general ledger, and cost accounting to billing and receivables. The Advantage Connect integration tool supports connectivity between Advantage and other external grant program systems.
11.	Multiple assignable code fields for current and future reportingformats and protocols	Y	Advantage Financial includes more than 50 user-configurable COA attributes consisting of primary codes, sub-codes, and roll-up hierarchies, which may vary by fiscal year as needed. COA codes support both central financial and budgetary needs, as well as department-specific cost accounting needs.
12.	Robust data-base-driven, client-designed reporting	Y	Supported by Advantage Insight Business Intelligence toolset
13.	Full drill-down capability from top level to base transactions	Y	
14.	Data and report date ranges of any periods and duration	Y	Transaction records capture and can be reported by creation date, modification date, transaction/business event date, accounting period, state/local/federal fiscal year, budget fiscal year, and grant/project period.
15.	Easily downloadable to Excel without rigorous formattingrequirements	Y	
~~16.~~	~~FDS upload tool ready~~		Removed in Amendment 1
~~17.~~	~~MFH financial reporting ready~~		Removed in Amendment 1
18.	Budget integration with GL	Y	Advantage Financial is a unified application using a common Chart of Accounts structure across all modules. Transactions seamlessly update other related modules as may be required by the business events. Financial transactions posted to the GL by Advantage enforce budgetary control policies or can be recorded for reporting purposes only.

	Requirement	Responses	Comments
19.	Encumbrance integration with GL	Y	Advantage Financial is a unified application using a common Chart of Accounts structure across all modules. Transactions seamlessly update other related modules as may be required by the business events. Encumbrances will simultaneously update the GL as well as reserve/set-aside budget.
20.	Managing programs with various fiscal year ends	Y	Programs can have unique fiscal years independent of the entity fiscal year.
21.	Auto interfund capability with transactions	Y	"Inter" and "Intra" fund transactions automatically post entries to all affected funds and can be configured to use either cash accounts or due to/due from accounts as offsets.
22.	Close out periods (month/FYE): Ability to one fund or all at once	Y	Multiple user-configured closing periods are supported, and both soft and hard closings are supported. Closings can be individually controlled by department or fund, as may be needed.
23.	Account Set Up and Maintenance: The ability to set up many accounts at once	Y	Multiple accounts can be set up via batch import functionality. Accounts are automatically rolled from one fiscal year to the next, with the flexibility to mark accounts for expiration or exclusion
24.	Account Purge or remove from display capability	Y	Accounts can be inactivated at any time, and can be marked for expiration or exclusion from the annual account rollover process.
25.	Additional items: ~~Trial balance detail, trial balance summary and by FDS, by budget, with Excel export capability in usable format~~		
	~~FDS setup tied to account setups~~		
	~~FDS scoring calculations~~		
	Allocation process capability	Y	
	Import transactions via Excel for posting	Y	
	Recurrent entry capability	Y	
	Budgeting Module		

	Requirement	Responses	Comments
26.	Capable of allocations and distributions over varying months	Y	Budget can be allocated and distributed using standard distribution models such as linear regression, bell curve, average, or historical trends. Users can also define custom distributions based on observed spending patterns.
27.	Capable of allocations and distributions over various programs	Y	Allocations and distributions can be applied over any number of user-defined programs and at multiple levels of program filtering and grouping. Program funding source constraints can be applied as part of the allocation and distribution models to control available or planned resources.
28.	Flexible budget to actual reporting	Y	Supported by Advantage Insight Business Intelligence toolset.
29.	Trend analyses with at least 3 year of actual data for comparisons with ability to regenerate actual data	Y	Supported by Advantage Insight Business Intelligence toolset.
30.	Budget creation and management workflow	Y	User configurable workflow and approvals are a core feature of Advantage for all business functions. Workflow criteria can include data values such as dollar thresholds. Multiple concurrent or sequential levels of approval can be defined, along with automated routing and notification to approval groups or individuals. Automated escalation of pending transactions can be defined to facilitate timely review and approval.
32.	Budget integration with GL	Y	Advantage Financial is a unified application using a common Chart of Accounts structure across all modules. Transactions seamlessly update other related modules as may be required by the business event.
33.	Encumbrance integration with GL	Y	Advantage Financial is a unified application using a common Chart of Accounts structure across all modules. Transactions in any module seamlessly update other related modules as may be required by the business event. Encumbrances will simultaneously update the GL as well as reserve/set-aside budget. Budgetary controls can be configured to include pre-encumbrance and/or encumbrances when checking budget availability, with or without override capability.

	Requirement	Responses	Comments
34.	Additional items: Multi-year budget capability for grants	Y	In addition to central appropriation budget structures, grant and project budgets can be configured to span multiple budget years, both entity and grantor agency.
	Approval hierarchy	Y	Creation of grant and project budgets can be subject to user-configured workflow approvals supporting multiple levels of approval. The application allows for attachment of external documents and user comments which supports full transparency and streamlines the approval process.
	View/Distribute accounts over multiple budgets	Y	Multiple budget views by different COA dimensions can be defined to support different distributions of a budget.
	Budget groupings for consolidated budget reporting	Y	A user-configurable reporting hierarchy can be defined to group budgets for consolidated reporting across multiple COA dimensions, as needed.
	Account groupings from detailed budgets	Y	Multiple hierarchy rollup levels are provided to support user-defined account groupings of detail budget records.
	Easy budget revision capability	Y	Budget revisions can be auto-generated or entered manually, both of which can be subject to user-configured workflow approvals.
	Accounts Payable Module		
35.	Integrates with procurement system and GL	Y	Advantage Financial is a unified application using a common Chart of Accounts structure across all modules. Transactions seamlessly update other related modules as may be required by the business event. Vendor invoices and payment requests automatically validate against a referenced procurement document, and updates to the open items are posted in real-time. Encumbrance reversals, accrued expenditures, and cash disbursements also update the GL in real-time.
38.	Banking integration capability	Y	Advantage supports integrated Bank reconciliation, including positive pay validation.
39.	Processes driven by workflow	Y	User configurable workflow and approvals are a core feature of Advantage for all business functions. Workflow criteria can include data values such as

	Requirement	Responses	Comments
			dollar thresholds. Multiple concurrent or sequential levels of approval can be defined, along with automated routing and notification to approval groups or individuals. Automated escalation of pending transactions can be defined to facilitate timely review and approval.
40.	Allow for multiple payment methods (checks, direct deposit, etcetera).	Y	Advantage supports both check and warrant disbursement models, as well as EFT payments.
41.	Additional items: Vendor management/Tracking capabilities	Y	Advantage provides robust vendor management features that track both vendor and customer activity across a wide range of dimensions. Vendor changes are tracked with a detailed audit trail.
	1099 processing (here or banking)	Y	Numerous vendor attributes can be user-configured, including: contacts, addresses, commodities, business type, service areas, notes, payment information, and others. These attributes are used throughout the Advantage application as controls for many of the business functions associated with solicitations and bids, procurement, payables, disbursements, and receivables. Both domestic and foreign vendors are supported, and full 1099/1042-S transaction classification, tracking and reporting is supported. For vendors who are also customers, Advantage provides the ability to effectively manage both vendor disbursements and customer billings and receipts for the same entity. With this approach, Advantage supports an automated or manual payment intercept process, and also the federal Treasury Offset Programs (TOPS).
	Accounts Receivable		
44.	Banking integration capability	Y	Automated deposit reconciliation is supported.
45.	Processes driven by workflow	Y	User configurable workflow and approvals are a core feature of Advantage for all business functions. Workflow criteria can include data values such as dollar thresholds. Multiple concurrent or sequential levels of approval can be defined, along with automated routing and notification to approval groups or individuals. Automated escalation of pending transactions can be defined to facilitate timely review and approval.

	Requirement	Responses	Comments
46.	Additional items: Aging schedule	Y	Advantage provides standard reporting of aged receivables, and supports the ability to create custom aged receivables reports.
	Payment method detail tracking	Y	Customer payments can be identified, tracked and reported as to the method of payment, including cash, check, EFT, money order and others.
	Banking Module		
47.	Automated reconciliations	Y	Advantage supports both manual and automated reconciliation of disbursements. The automated process includes identification of disbursement exceptions with the bank records, including stopped payments.
48.	Process integration with GL	Y	Advantage Financial is a unified application using a common Chart of Accounts structure across all modules. Transactions seamlessly update other related modules as may be required by the business event.
49.	Allow for multiple payment methods including credit cardtransactions	Y	Advantage supports the use of procurement cards as a payment method, and also supports integration with the procurement card merchant services provider for automated reconciliation of P-card charges and payments.
50.	Additional Items: Void process	Y	Disbursements can be voided manually or automatically, and Advantage supports check cancellation with or without reissuance. Stale-dating and escheat processes are also supported. A paid check restore process is also supported to correct errors in check handling made by the bank.
	Reconciliation process	Y	Reconciliation of check/warrant and EFT disbursements is automated, and supports multiple check status values.
	Fixed Asset System (optional)		
51.	Real time additions, deletions, transfers	Y	Advantage provides full life-cycle capture, tracking and management of fixed assets for both common and user-defined fixed asset types. Multiple acquisition and disposition methods can be defined, tracked and reported across the fixed asset repository for both capital and non-capital assets and memo assets. Accounting for fixed assets conforms to GAAP principles and supports financial

	Requirement	Responses	Comments
			reporting as mandated by GASB. Fixed asset warranties, repairs, and maintenance can also be tracked and reported.
52.	Automated depreciation computation and posting	Y	Depreciation of assets can be performed and recorded manually or automatically. Multiple depreciation methods are supported and user-configurable by individual asset or by asset class.
53.	Additional items: Setups tied to fund and accounts	Y	Advantage fixed asset functionality supports both asset ownership and responsibility center classification and reporting.
	(2)Desired reconciliation process with GL	Y	Asset acquisition, depreciation, transfer, and disposal with financial impacts automatically update the GL to support efficient reconciliation. Advantage Fixed Assets is also unified with the Advantage Procurement and Cost Accounting components, which provides for automated generation of fixed asset records resulting from procurement and construction activities based on user-configurable parameters.
	Reporting Capabilities including but not limited to:		
57.	Additional Items: Financial Statements with Month, YTD and comparison to budgetswith differences	Y	Supported by Advantage Insight Business Intelligence toolset
58.	Intuitive financial report for interested parties including potential investors.	Y	Supported by Advantage Insight Business Intelligence toolset
	Payroll System		
59.	Process payroll requiring multiple allocations, funds and withholding types	Y	
60.	All payroll related transactions posted to the GL at variable levels ofdetail	Y	As a unified solution, the same COA elements are available to both HRM and financial business functions. Payroll transactions can include any of the COA elements, and Advantage supports default COA entries by employee and pay type to facilitate data entry.

	Requirement	Responses	Comments
61.	Manages ACH direct deposit	Y	Direct deposit of employee pay is supported in both Advantage HRM and Advantage Financial.
62.	Automatic leave and sick leave tracking and accrual	Y	User-configurable leave balances are automatically tracked for employees.
63.	Audit reports, Validation reports and payroll reports easily downloadable into Excel for analysis and reconciliation	Y	Supported by Advantage Insight Business Intelligence toolset.
64.	Handles all governmental reporting requirements. W-2, W-3, 941, SUTA, et cetera.	Y	
65.	Highly flexible and adaptable to changing needs including allocationsmethodologies, funds, withholdings and benefits	Y	
66.	Time entry by multiple cost centers-automated	Y	
67.	GL distribution preview prior to posting	Y	
68.	Interface with HR module for best practice internal controls	Y	Advantage HRM is a unified solution providing full lifecycle functionality for employees from application through termination.
69.	Accommodates numerous earnings codes, deduction codes, fringebenefits	Y	Advantage provides for user-defined pay and leave earnings codes for both exception-based and positive pay employees. Advantage supports user-configuration and maintenance of automatic, appointment-specific and employee-specific deductions, including mandatory, elective and involuntary deductions. Auto-enrollment of employees in deduction plans is also supported. Advantage provides the ability to manage employee benefits and COBRA coverage and activities, define eligibility rules, maintain dependent profiles, link employee deductions to employer contributions and manage employee beneficiaries. Advantage provides the tolls required to meet the COBRA Benefits Act of 1985 and Title I of HIPAA Act of 1996. Advantage also supports the definition and

	Requirement	Responses	Comments
			management of cafeteria plans as defined in Section 125 of the IRS Code.
70.	Ability for Payroll to override deductions for specific employees. For example, to adjust an insurance payment	Y	
71.	Additional Payroll: (1) Both employee and employer reporting for gross wages, totalearning, deductions, taxes, et cetera	Y	

A.1.3 Procurement and Warehouse Requirements

LEA's Procurement Division software generates requisitions and allows Procurement staff to convert them to purchase orders which are automatically transmitted to vendors. Software must provide this functionality including authorizing payments and reports. Thus, the software must integrate with the Inventory, Fixed Assets, Accounts Payable, and General Ledger functionality.

LEA also needs software to maintain, update and order inventory. The inventory module must interface with the General Ledger, Procurement and Work Order modules.

Finally, LEA desires software to issue, receive and evaluate bids and proposals electronically without the need for paper submission. LEA requires that this package may or may not be standard with a standard procurement module.

Requirement #49 is supported the Average Cost method instead of the LIFO Cost method.

	Requirement	Responses	Comments
1.	Ability to capture and maintain requisition data such as requestor name, date, suggested proposer, description of items/services desired, quantity, unit of measure, price, account number(s) and the ship to address.	Y	Procurement processes are initiated by requestors using the Requisition transaction.
2.	Ability to capture/maintain purchase order date such as data broughtover from a requisition, contract number, quote number, LEA's account number, quantity, date received, quantity backordered, partial/final shipment, vendor name, terms, deliver to address, specialinstructions, contact name.	Y	
3.	Requisition approval chains with the ability to have alternate approvalchains for specific items; alternate approver if the primary approver isunavailable and email notice to approvers.	Y	A transaction may be assigned up to 15 levels of approval. For each approval level, you can define rules for requiring that approval level, establish a routing destination and a routing sequence, and indicate whether an automatic e-mail notification should be sent to the user or group where the work unit is being routed.

	Requirement	Responses	Comments
4.	Ability for procurement officials to alter requisitions (cost, vendor,text, et cetera).	Y	
5.	Interface the Purchase Order with Inventory, if the item is a stockeditem, to retrieve the item description, price, proposer's unit of measure, and quantity on hand.	Y	This occurs in real-time.
6.	Interface from Accounts Payable to update the purchase order withinvoice number, date of invoice, amount of invoice, date paid, check number.	Y	This occurs in real-time.
7.	Allow the combining of requisitions into one purchase order.	Y	
8.	Allow for automatic, sequential numbering of requisitions.	Y	
9.	Create purchase orders based on data from the requisition. Automatically assign a purchase order number.	Y	
10.	Allow warehouse locations to record receipt of stocked materials delivered. Allow partial receipts.	Y	
11.	Generate and email purchase orders to vendors. Allow for printing ifdesired.	Y	
12.	Allow users to customize the purchase order format to produce a professional grade purchase order acceptable to LEA.	Y	
13.	Automatically maintain data on purchase order status, i.e. open,partial receipt, closed, et cetera.	Y	
14.	Track the purchase history of a stocked item.	Y	
15.	Able to link purchase orders to contracts and track spend.	Y	
16.	Identify LEA's tax-exempt status on the Purchase Order.	Y	

	Requirement	Responses	Comments
17.	User must have the ability to enter notes on a requisition and purchase order.	Y	
18.	Maintain default-shipping addresses by employee.	Y	
19.	Receive products by line item on the purchase order and process partial receipts.	Y	
20.	Able to delete line items on the purchase order.	Y	
21.	Email vendor if purchase orders are altered or canceled.	Y	
22.	Able to delete/cancel a purchase order if in the 'open' status.	Y	
23.	Allow for releases against contracts.	Y	
24.	Track back-ordered items	Y	
25.	Fully integrated with Accounts Payable, Fixed Assets, Inventory Control, Capital Fund and Work Order	Y	
26.	Define user security for levels.	Y	
27.	Produce outstanding purchase order reports on demand.	Y	
28.	Generate purchasing activities reports by department.	Y	
29.	Track purchase orders by grant and budget line.	Y	
30.	Track costs by project	Y	
31.	Track purchase orders by project	Y	
32.	Track costs by budget line item	Y	
33.	Track expenditures by vendor type: SBE, WBE, DBE	Y	
	Contract Management		
34.	Track contracts by contract number	Y	
35.	Track payments made on a contract	Y	

	Requirement	Responses	Comments
36.	Track retention withheld and to reduce percentage of retentionwithheld on Periodic Estimate payments to vendors	Y	
37.	Add or subtract from retention withheld to cover contingencies	Y	
38.	Track the number, amount and description of each change order.	Y	
39.	Interface with the Finance module to obtain budget information andto reconcile project costs and retainage balances.	Y	Budget availability is validated in real time.
40.	Enter general information about the vendor: name, address, EIN/Social Security, Contact, Service Type, et cetera.	Y	Vendors may manage their own information in the Vendor Self Service module.
41.	Enter all change order information for each contract: Change order numbers and date, time changes, budget changes, description of changes, resolution number and date, new start and end dates.	Y	
42.	Enter contract information: number, obligated amount, maximum,original value, contingency amount, Board resolution number and date, start and projected end dates, funding source, contract finalization date, task assignments with start date, completion date, cost for each task and allow for a vendor performance rating.	Y	
43.	Interface with accounts payable module to obtain information onpayments made to the vendors and the amounts withheld as retention.	Y	
44.	Input data on product warranties once jobs are completed.	Y	
45.	Customizable report, available in Excel, which provides original awardamounts, billings, payments & retainage, change orders, percentage complete, balance remaining.	Y	
	Warehousing		

	Requirement	Responses	Comments
46.	Maintain stock adjustments by item number/by warehouse to include quantity, cost, date.	Y	
47.	Maintain inventory stock for items located in more than one warehouse.	Y	
48.	Ability to forecast re-order quantities by warehouse based onreorder points, maximum quantity and quantity on hand.	Y	
49.	Capability to use the LIFO Cost methods.	N	We support Average Cost method instead of LIFO Cost methods.
50.	Maintain stock issue data: item number, warehouse, quantity issued,cost, work order number, issue date.	Y	
51.	Maintain data on items on order by warehouse including the purchase order number, vendor, order date.	Y	
52.	Maintain stock receipt data: item number, warehouse, receipt date,quantity received, unit of measure, requisition number, purchase order number, and proposer number	Y	
53.	Automatically update inventory stock levels upon entry ofadjustments.	Y	
54.	Ability to capture and maintain the following information oninventory items: Item number (alpha-numeric) Description Stock Unit of Measure Manufacturer's Part Number/Model Cost Quantity on hand (agency total and by warehouse) Reorder point by warehouse Maximum quantity by warehouse Preferred vendor Last purchase price and date	Y	

	Requirement	Responses	Comments
	General Ledger expense account number		
55.	Maintain a record of data maintenance to include item additions, item deletions and changes to description of the item, item number, unit of measure, cost of the item, preferred proposer number,reorder point, user ID and date.	Y	
56.	Automatically update inventory stock levels when receipts are entered.	Y	Receipts can be processed through the Inventory Mobile application or on-line.
57.	Allow inventory adjustments for damages, shrinkage and obsolescence.	Y	Adjustments are generated automatically for approval based on results of recording counts in the system. Adjusting entries may also be entered directly by end-users.
58.	Ability to inquire/look-up items by vendor, item number anddescription.	Y	
59.	~~Relieve inventory through an interface with the Work Order Software to retrieve data on materials usage on completed work orders.~~	Y	Removed in Amendment 1
60.	~~Automatically update inventory stock levels upon entry of stockissues from Work Order Software.~~	Y	Removed in Amendment 1
61.	Permit transfer of materials among warehouses. Generate appropriate general ledger transactions.	Y	
62.	Allow all users to create ad hoc reporting queries.	Y	
63.	Software allows for the input of physical counts from hand-held device and maintains count discrepancy.	Y	Items counts can be recorded using the Inventory Mobile application. The processes is enabled through barcode scanning.
64.	While a warehouse is in 'physical inventory status' disallow quantity on hand changes.	Y	CGI Advantage supports freezing the warehouse or sections of the warehouse for counting. Additionally, counts can be recorded without freezing the warehouse and the system takes into account all stock movement in determining discrepancies.

	Requirement	Responses	Comments
65.	Interfaces with the purchase order software.	Y	The replenishment processes are fully integrated with purchasing in real-time.
66.	Stock catalogs by sort options for each warehouse and agency wide.	Y	
67.	Report of "Dead Stock" based on user-defined times.	Y	
68.	Report of Inventory Quantity on Hand and valuation by warehouse and agency wide.	Y	
69.	Produce physical inventory count worksheet.	Y	Count sheets can be generated in spreadsheet or printable format. Additionally, based on ABC inventory classification the system can automatically generate a list of items to be counted.
70.	Print Bar-Code Labels.	Y	
71.	Usage report to determine re- order points by warehouse.	Y	Three years of historical usage by month is retained by the system and is available on-line Advantage Insight could be used to generate a more detailed usage report.
72.	Report of items on order by warehouse with item number, requisition and purchase order numbers, name, number, quantity and price.	Y	
73.	Defined user security for each of the following levels: Inquiry/Reports Entry of new inventory items (Add mode) Modification of existing items (Change mode) Stock adjustments	Y	
	~~Bid/Proposal System~~		Removed in Amendment 1
~~74.~~	~~Provides the ability to create bids electronically i.e. text,attachments, specifications, et cetera~~		
~~75.~~	~~Allows interested suppliers to securely submit bids and proposals.~~		
~~76.~~	~~Holds submitted bids or proposals until the appointment time.~~		

	Requirement	Responses	Comments
77.	~~Allows procurement staff to review, organize, and otherwise~~ ~~conduct routine submittal processes on the submissions~~		
78.	~~Allows procurement staff to assemble review and scoring teams so that the team can electronically review, compare and score~~ ~~received bids and proposals.~~		
79.	~~All such functions are to state of the art and user friendly.~~		

A.1.4   Human Resources

LEA's Human Resources Division (HR) uses software for hiring, administration, benefits, terminations, compensation, position control, worker's compensation, employee evaluation, employee training, progressive discipline, benefits reconciliation, applicant tracking, benefit administration and leave tracking. The ability to query LEA's enterprise wide database facilitates and simplifies many of HR's reporting tasks. HR typically has special needs for both system security and confidentiality of data on theone hand and transparency of process on the other hand. Event notification using e-mail and paperless workflow tracking aids productivity and eliminates redundant chores.

	Category	Feature	Response	Comment
1.	ACA Compliance	Complete Administration of ACA tracking and reporting	Y	
2.	Benefits	Benefit Enrollment Management--current and open	Y	
3.	Benefits	Calculates Benefit Coverage Amounts	Y	
4.	Benefits	Calculates Benefit Premium Amounts	Y	
5.	Benefits	Dependent and Beneficiary Management	Y	
6.	Benefits	Generates Employee Benefits Statement	Y	
7.	Benefits	Integration of HR modules and payroll	Y	
8.	Benefits	Online Open Enrollment Wizard	Y	
9.	Benefits	Tracks Benefit Plan Eligibility	Y	
10.	Benefits	Unlimited Plans and Coverage Levels	Y	
11.	Compensation	Complete Administration of Pay Rates,	Y	

	Category	Feature	Response	Comment
		Ranges, et cetera		
12.	Compensation	Salary Administration including Mass Pay Updates	Y	
13.	EEO	Tracks Data and Generates EEO-4 report	Y	
14.	Employee Information	Employee Document Upload	Y	
15.	Employee Information	Employment and Personal Informationwith Historical Tracking	Y	
16.	Employee Information	Tracks Disciplinary History	Y	
17.	Employee Self-Service	Access to Pay Advices, W-2, 1095 etc.	Y	
18.	Employee Self-Service	Landing Page Flexibility to Serve asCompany Intranet	Y	
19.	Employee Self-Service	Remote Access	Y	
20.	Employee Self-Service	Submit Paperless Changes	Y	
21.	Employee Self-Service	User-Defined Access, Security, and Business Rules	Y	
22.	Human Resources	E-forms with workflow and Adobe Sign	Y	
23.	Human Resources	Generates Organization Chart	Y	
24.	Human Resources	Generates Organization Directory	Y	
25.	Learning	Training Course Administration and Tracking	T	
26.	Manager Self-Service	Access to view, approve, and/or changeinfo within security group	Y	
27.	Recruitment	Applicant Document Upload	T	CGI partners with **Cornerstone OnDemand (CSOD)** to deliver a robust, best-of-breed solution for talent acquisition and learning management. Our partnership with Cornerstone allows organizations to manage all their recruiting and learning information and processes from one central location. **Recruiting / Talent Acquisition**: In addition to fully addressing the complexities of today's hiring needs, we equip organizations with the tools to streamline their hiring process, deliver

	Category	Feature	Response	Comment
				an engaging candidate experience, and make smarter hiring decisions. The seamless integration with CGI Advantage HR supports automatic updates of HR and Payroll information upon employee hire, including contact information, work history, attributes, education history, competencies, licenses, and certifications. Based on a new employee's department and classification, onboarding tasks are automatically assigned, enabling members to be productive from day one. **Learning**: Cornerstone Learning provides the flexibility and functionality to meet LEA needs for a robust learning platform, including the ability to: • Create targeted learning plans that include assigned learning objects (e.g., online course, ILT event, videos, playlists, etc.) and due dates. • Enable customized development plans so administrators and managers more accurately capture employees' strengths, weaknesses, objectives, and resources needed. • Assign learning based on the individual, or on specific criteria such as the user's position, division, location, grade, etc. • Create blended learning programs leveraging any number of learning objects from the catalog as well as defined action steps or free-form items. Cornerstone Learning fully supports the AICC 3.5 API Data Model, SCORM 1.2 & 2004, and xAPI Content Packaging specifications.
28.	Recruitment	Applicant Evaluation	T	See Requirement #27
29.	Recruitment	Applicant Tracking	T	See Requirement #27
30.	Recruitment	Auto-Response Emails	T	See Requirement #27
31.	Recruitment	Branded Company Job Site	T	See Requirement #27
32.	Recruitment	Easy Transfer of Applicant Data to Employee Database	Y	
33.	Recruitment	Hiring Manager Access to Applicants by Job Requisition	T	See Requirement #27
34.	Recruitment	I-9/IRCA	T	See Requirement #27
35.	Recruitment	Job Board Gateways	T	See Requirement #27

	Category	Feature	Response	Comment
36.	Recruitment	Job Postings	T	See Requirement #27
37.	Recruitment	Job Requisitions	T	See Requirement #27
38.	Recruitment	Mass Email to Applicants	T	See Requirement #27
39.	Recruitment	Mobile Applications	Y	
40.	Recruitment	Onboarding and Offboarding Automation	Y	
41.	Recruitment	User Defined Questions for Applicants	T	See Requirement #27
42.	Reporting Capabilities	Comprehensive Set of Standard Reportswith Base System	Y	
43.	Reporting Capabilities	Dashboard Analytics	Y	
44.	Reporting Capabilities	FMLA Reporting	Y	
45.	Reporting Capabilities	Historical Tracking, including point-in-time analysis	Y	
46.	Safety	Tracks injuries and generates OSHA 300Report	Y	
47.	Security	System Validation of Data for Consistency	Y	
48.	Security	User Defined Security Profile for Each User	Y	
49.	Talent Management	Succession Planning Administration	F	
50.	Talent Management	Tracks Behavioral Tests, Competencies, and KPIs	Y	
51.	Talent Management	User Defined Performance Reviews	F	
52.	Time	Easy Time Entry with Mobile Access	Y	
53.	Time	Full Integration with Payroll	Y	
54.	Time	Manager Time Review and Approval	Y	
55.	Time	Paid Time Off Accrual and Tracking	Y	
56.	Utilities	System Automatically builds history as changes are entered	Y	
57.	Additional items	Electronic employee records maintained insystem	Y	
58.	Additional items	Workflows for HR approval processes (i.e.,personnel action changes, employee requisitions etc.)	Y	