



SUBCONTRACTOR AGREEMENT

This is a Subcontractor Agreement dated as of May 13, 2013 (the "Effective Date") by and between Archetype Consulting, Inc. ("Subcontractor"), a Massachusetts corporation having a place of business at 75 Arlington Street, Boston, MA 02114, and CGI Technologies and Solutions Inc. ("CGI"), a Delaware corporation, having its principal place of business at 11325 Random Hills Road, 8th Floor, Fairfax, Virginia 22030.

WITNESSETH

WHEREAS, the State of Vermont, Vermont Department of Health Access (the "Client"), has entered into an agreement with CGI for the purpose of obtaining expert technical services for the design, coding, fabrication, delivery, installation and implementation of a **Health Benefits Exchange** (the "Prime Contract"); and

WHEREAS, CGI desires to subcontract to Subcontractor certain of the services it has agreed to provide to the Client under the Prime Contract.

NOW, THEREFORE, CGI agrees to obtain and Subcontractor agrees to provide the services outlined in one or more Statements of Work in accordance with the following terms and conditions.

1. DEFINITIONS

Capitalized terms used in the Subcontract shall have the meanings given below or in the context in which the term is used, as the case may be:

- A. "Deliverables" mean any tangible materials to be prepared by Subcontractor and delivered to CGI pursuant to a Statement of Work. Deliverables may be either Written Deliverables or Software Deliverables.
- B. "Prime Contract Terms" means the additional terms set forth in *Exhibit B*, if any, which will apply to Subcontractor's Services hereunder.
- C. "Project Plan" means a document that sets forth at a detailed level the responsibilities and tasks that the parties each have under a particular Statement of Work. A Project Plan may be amended from time to time in writing, as mutually agreed-to by both parties. Each amended Project Plan, when approved by both parties in writing, will supersede all prior Project Plans with respect to the applicable Statement of Work.
- D. "Services" mean the consulting, software development and other professional services provided by Subcontractor pursuant to a Statement of Work.
- E. "Software Deliverables" mean Deliverables that are operational software (either a completed system or any module, subsystem or release) designated as Software Deliverables.
- F. "Specifications" include the functional, technical, and performance requirements set forth in the Statement of Work, and other requirements that are mutually agreed upon by the parties with respect to the Deliverables.
- G. "Statement of Work" means a document substantially in the form attached as *Exhibit A* and signed by an authorized representative of both parties under which Subcontractor agrees to perform Services for CGI in support of the Client. Each Statement of Work is incorporated into this Subcontract by reference.
- H. "Subcontract" means this Subcontract Agreement, its Exhibits, and all Statements of Work issued under this Subcontract Agreement, as each may be amended from time to time.



- I. "Subcontractor Materials" means Subcontractor or third-party-owned materials developed independently of this Subcontract.
- J. "Written Deliverables" mean Deliverables that are documents, such as reports, system designs or documentation.

2. SCOPE OF WORK

- A. **Authorization to Perform Services.** Each separate project or Subcontractor work assignment will be authorized by the issuance of a Statement of Work.
- B. **Statement of Work Managers.** Each Statement of Work will identify the Statement of Work Manager for each party who will be responsible for the day-to-day activities related to the Statement of Work.
- C. **Key Personnel.** Each Statement of Work will identify by name any personnel who are material to the performance of Services ("Key Personnel"). Subcontractor will not remove or replace Key Personnel without thirty (30) calendar days notice and written consent of CGI; provided, however, that notice, and not consent, will be required if Key Personnel are not available due to termination of employment, death, illness, military service, or in compliance with the Family and Medical Leave Act. Subcontractor will promptly replace Key Personnel with personnel of equal or better qualifications, and will provide up to ten (10) business days of knowledge transfer at no additional cost to CGI.
- D. **Consideration of Statement of Work.** Each party acknowledges that its request for or preparation of a Statement of Work does not guarantee that the Statement of Work will be agreed upon and entered into by the parties. Each party agrees to consider in good faith any Statement of Work requested or proposed by the other party.

3. COMPENSATION

- A. **Professional Services Fees.** The method of payment to Subcontractor for performing Services under a Statement of Work will be as stated in the Statement of Work.
 - (1) **Time and Materials Basis.** Unless otherwise agreed in a Statement of Work, charges for all Services performed on a time and materials basis will be invoiced and payable monthly based on actual labor hours expended at the rates set forth in the applicable Statement of Work. If compensation is made on an hourly basis, it will be subject to an aggregate dollar cap specified in the Statement of Work.
 - (2) **Fixed-Price Basis.** Charges for Services performed on a fixed-price basis will be based on the fixed-price specified in the Statement of Work inclusive of Reimbursable Expenses unless the Statement of Work provides expressly that Reimbursable Expenses are in addition to the fixed-price. The Statement of Work will specify the specific performance milestones against which payment will be made.
- B. **Invoices.** Subcontractor will submit invoices to CGI as specified in the Statement of Work. Each invoice will identify the Statement of Work to which it relates by date or number, whichever is applicable. For any professional services being invoiced on a time and materials basis, the invoice will also state the current and cumulative number of hours worked by billable labor category, and approved Reimbursable Expenses.
- C. **Reimbursable Expenses.** "Reimbursable Expenses" mean actual and documented expenses reasonably incurred by Subcontractor in performing its obligations under the Subcontract. CGI will reimburse Subcontractor for Reimbursable Expenses provided the



Subcontractor has received the prior written approval of CGI to incur them, or such Reimbursable Expenses are agreed to under a Statement of Work.

- D. **Payment Terms.** Unless otherwise agreed in a Statement of Work, Subcontractor's invoices are due and payable in full within forty-five (45) calendar days from the date CGI receives Subcontractor's proper invoice. If there are any good faith disputes related to an invoice, CGI will notify Subcontractor in writing of CGI's basis for withholding payment of the disputed amount. The undisputed amount will be paid as per the Agreement. Upon receipt of CGI's dispute notice, Subcontractor and CGI will work together in good faith to resolve such dispute in a prompt and mutually acceptable manner.
- E. **Taxes.** Unless the Client is tax exempt, CGI agrees to reimburse Subcontractor for any taxes arising out of the Subcontract, excluding taxes on CGI's net income and all employer reporting and payment obligations with respect to its personnel.

4. CHANGE ORDERS

CGI may propose changes to the scope, nature or time schedule of the Services being performed under a Statement of Work. CGI will submit requests for changes to the Subcontractor in writing for likely effect on the cost and schedule for performance of Services. The parties will mutually agree to any proposed changes, including resulting equitable adjustments to costs and schedules for the performance of Services. Proposed changes will be effected through written amendments to the affected Statement of Work, signed by the Statement of Work Managers of both parties (referred to as "Change Orders"). No Services will be performed in anticipation of a Change Order and no payment will be made until the Change Order is fully executed and approved by CGI and Subcontractor.

5. NOT AN EXCLUSIVE AGREEMENT

It is expressly understood and agreed that this Subcontract does not grant to Subcontractor any exclusive rights to do business with CGI and that CGI may contract with other suppliers for the procurement of comparable services. CGI makes no guarantee or commitment for any minimum or maximum amount of Services to be purchased under this Subcontract. Nothing in this Subcontract will prevent CGI from marketing, developing, using and performing services or products similar to or competitive with the services and products furnished under the Subcontract.

6. PROPRIETARY RIGHTS

- A. **Preexisting Subcontractor and Third-Party Materials.** Subcontractor will retain all ownership rights in and to Subcontractor Materials. Use or incorporation of Subcontractor Materials in a Deliverable is subject to CGI's prior written approval, or as expressly agreed in a Statement of Work. CGI is granted an irrevocable, non-exclusive, perpetual, fully paid-up, royalty-free license to use, reproduce, modify, prepare derivative works based upon, distribute copies of, perform and display, and sublicense to Client the Subcontractor Materials provided hereunder, in each case solely for the Client's internal use and benefit, and to authorize others to do the same on Client's behalf.
- B. **Work Made for Hire.** Subcontractor and CGI agree that all results of and work products developed under this Subcontract, including without limitation work products that are enhancements, modifications, and derivative works and compilations and whether or not developed by Subcontractor alone or jointly with CGI or with any third party (but excluding Subcontractor Materials expressly approved by CGI in writing as set forth in 6.A above) (collectively, the "Developed Materials"), have been specially ordered or



commissioned by CGI and shall be considered "works made for hire" (as such term is defined under United States copyright law) with CGI being the author thereof and owner of all rights thereto. The foregoing does not apply to Residual Knowledge as per Exhibit B Section 15.8.

- C. **Assignment.** If for any reason any Developed Materials are deemed not to constitute a "work made for hire," Subcontractor hereby irrevocably and unconditionally assigns to CGI any and all of its rights, title, and interest in such Developed Material, including without limitation, all rights arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Subcontractor will execute at no charge any additional documents and instruments reasonably necessary to fully vest such rights in CGI. Subcontractor's obligations under this section shall apply both during and indefinitely after the term of Subcontractor's engagement under this Subcontract. Subcontractor hereby appoints CGI (and its duly authorized officers and agents) as Subcontractor's agent and attorney-in-fact, to act in Subcontractor's stead to execute and deliver any such additional instrument and take such other actions, with the same legal force and effect as if done by Subcontractor, should Subcontractor for any reason whatsoever fail to promptly execute or deliver any such instrument or take such other actions as described in this section. Subcontractor represents and warrants that the personnel furnished by it are subject to written agreements that will secure CGI's intellectual property rights in Developed Materials. Subcontractor will pay the personnel furnished by Subcontractor any compensation due in connection with the assignment to CGI of all rights in the Developed Materials. The foregoing does not apply to Residual Knowledge as per Exhibit B Section 15.8.
- D. **Non-Assignable Rights; Waiver.** To the extent any of Subcontractor's rights in the Developed Materials, including without limitation any moral rights, are not capable of assignment under applicable law, Subcontractor hereby irrevocably and unconditionally waives all enforcement of such rights to the maximum extent permitted under applicable law.

7. NONDISCLOSURE

- A. **"Confidential Information".** "Confidential Information" means information belonging to or in the possession or control of a party which is of a confidential, proprietary or trade secret nature that is furnished or disclosed to the other party under the Subcontract: (i) in tangible form and marked or designated in writing in a manner to indicate its confidential, proprietary or trade secret nature, or (ii) in intangible form and subsequently identified as confidential, proprietary or trade secret in a writing provided to the receiving party within thirty (30) business days after disclosure, or (iii) is Client information.
- B. **Exclusions.** "Confidential Information" shall be deemed to exclude any particular 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 the Subcontract; or (iv) is independently developed by the receiving party without reference to the disclosing party's Confidential Information.
- C. **Standard of Care.** Confidential Information will remain the property of the disclosing party, and the receiving party will not be deemed by virtue of the Subcontract or any access to the disclosing party's Confidential Information to have acquired any right or interest in or to any such Confidential Information. The receiving party agrees: (i) to hold the Confidential Information in strict confidence; (ii) to limit disclosure of the



disclosing party's Confidential Information to personnel furnished by the receiving party to perform Services under a Statement of Work or otherwise having a need to know the information for the purposes of the Subcontract; (iii) not to disclose any such Confidential Information to any third party; provided, however CGI is permitted to disclose Subcontractor Confidential Information to Client; (iv) to use the disclosing party's Confidential Information solely and exclusively in accordance with the terms of the Subcontract in order to carry out its obligations and exercise its rights under the Subcontract; and (v) to notify the disclosing party promptly of any unauthorized use or disclosure of the disclosing party's Confidential Information and cooperate with and assist the disclosing party in every reasonable way to stop or minimize such unauthorized use or disclosure.

- D. **Compelled Disclosure.** If the receiving party receives a subpoena or other validly issued administrative or judicial notice requesting the disclosure of the disclosing party's Confidential Information, the receiving party will promptly notify the disclosing party and, if so requested, will provide reasonable cooperation to the disclosing party in resisting the disclosure. Subject to its obligations stated in the preceding sentence, the receiving party will be entitled to comply with any binding subpoena or other process to the extent required by law, but will in doing so make every effort to secure confidential treatment of any materials it is compelled to disclose.
- E. **Return or Destruction.** Upon termination or expiration of this Subcontract and all Statements of Work issued under this Subcontract, the receiving party, at the disclosing party's option, will return or destroy all Confidential Information of the disclosing party that the receiving party does not possess under a valid license.
- F. **Relief.** Each party agrees that if a court of competent jurisdiction determines that it has breached, or attempted or threatened to breach, any of its confidentiality obligations to the disclosing party or the disclosing party's proprietary rights, the disclosing party will be entitled to obtain appropriate injunctive relief and other measures restraining further, attempted or threatened breaches of such obligations.
- G. **Privacy.** Subcontractor agrees to comply with all laws applicable to the protection of personal information, including without limitation, the Health Insurance Portability and Accountability Act, the Gramm-Leach-Bliley Act, and any CGI or Client security policies and procedures associated with use of their respective facilities or networks.

8. WARRANTIES AND REMEDIES FOR BREACH OF WARRANTY

- A. **Quality of Services.** Subcontractor warrants that the Services will be performed in a highly professional manner consistent with industry standards applicable to the performance of such Services and that such warranty shall extend for one hundred eighty (180) days from acceptance of the Services. CGI will not delay or unreasonably withhold acceptance of the Services and will promptly notify Subcontractor in writing if it believes there has been a breach of this warranty. Subcontractor will promptly correct or re-perform any affected Services as necessary to cause them to comply with this warranty. There will be no additional charge to CGI for the investigation and correction efforts performed by Subcontractor.
- B. **Software Deliverables.** Subcontractor warrants that each Software Deliverable developed and delivered under a Statement of Work will continue to perform the functions described in its approved Specifications without Defects. As used in this Subcontract, "Defect" means a failure of a Software Deliverable to perform its intended functions or constitutes a deviation from approved Specifications. If CGI believes there



has been a breach of this warranty, CGI will so notify Subcontractor in writing. Subcontractor will promptly correct such Defect(s) at no additional charge within the cure period set forth in CGI's Defect notice.

- C. **Noninfringement.** Subcontractor warrants that the results of Subcontractor's Services, including without limitation, any Subcontractor Materials or any Developed Materials provided under this Subcontract, will not infringe any third party intellectual property rights. If a third party brings an action against CGI or Client based upon a claimed breach of this warranty, then Subcontractor will, at its own expense, settle the claim or defend CGI and Client in such proceeding and Subcontractor will pay all settlements, costs, damages and legal fees. If such a claim is brought CGI will: promptly notify Subcontractor in writing of the proceeding, provide Subcontractor a copy of all information received by CGI with respect to the proceeding, cooperate with Subcontractor in defending or settling the proceeding, and allow Subcontractor to control the defense and settlement of the proceeding, including the selection of attorneys; provided, however, any such settlement that creates an obligation on CGI or Client must be approved in advance by CGI. CGI and/or Client may participate in the proceeding at its own expense. If such a proceeding is brought or appears to Subcontractor to be likely to be brought, Subcontractor may, at its sole option and expense, either obtain the right for CGI and Client to continue using the allegedly infringing item(s) or replace or modify the item(s) to resolve such proceeding. If Subcontractor finds that neither of these alternatives is available to it on commercially reasonable terms, Subcontractor may require CGI to return the allegedly infringing item(s), in which case CGI will receive a refund of the amounts paid by it for the returned item(s) and/or any associated Services fees under the applicable Statement of Work.
- D. **Third-Party Products.** To the extent Subcontractor has the legal right to do so, Subcontractor agrees to assign or pass through to CGI and/or Client or otherwise make available for the benefit of CGI, any manufacturer's or supplier's warranty applicable to any third-party equipment or software furnished by Subcontractor as expressly required to be delivered under a Statement of Work. Subcontractor does not itself give or make any warranty of any kind with respect to third-party equipment or software.
- E. **Compliance with Laws.** Subcontractor warrants that it will comply with all applicable laws, regulations and rules in Subcontractor's performance under this Subcontract, including without limitation the laws, regulations and rules of any foreign countries in which Subcontractor (or, where applicable, Subcontractor's employees or contractors) resides or performs the Services.
- F. **Disclaimer.** THE WARRANTIES UNDER THIS SUBCONTRACT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. INDEMNIFICATION AND INSURANCE

- A. **Indemnification by Subcontractor.** If, as a result of Subcontractor's negligence, CGI or Client's employees suffer personal injury or property damage, Subcontractor will reimburse CGI for that portion of any claims CGI actually pays for which Subcontractor is legally liable.

Subcontractor is solely responsible for payment of wages, salaries, benefits, and other compensation of, or claimed by, Subcontractor's employees including, without limitation, contributions to any employee benefit, medical, or savings plan, and is responsible for all



payroll taxes including, without limitation, the withholding and payment of all federal, state, and local income taxes, FICA, unemployment taxes, and all other payroll taxes. Subcontractor is also solely responsible for compliance with applicable worker's compensation laws with respect to maintenance of worker's compensation coverage on subcontractor's employees. Subcontractor will indemnify and defend CGI from all claims by any person, government, or agency relating to payment of taxes or benefits, or failure to comply with applicable worker's compensation laws, including without limitation, any penalties and interest which may be assessed against CGI.

B. Indemnification by CGI. If, as a result of CGI's negligence, Subcontractor or Subcontractor's employees suffer personal injury or property damage, CGI will reimburse Subcontractor for that portion of any claims Subcontractor actually pays for which CGI is legally liable.

C. Insurance. The Subcontractor shall maintain in full force and effect during the entire Subcontract term Comprehensive General Liability (including owned and non-owned automobile Liability) Insurance in the minimum limit set forth below, naming CGI as additional insured. Before commencing work, the Subcontractor shall furnish CGI with Certificates of Insurance showing that the following Insurance is in force and will insure all operations under the Subcontract:

- (1) Workers Compensation, in accordance with State Worker's Compensation law.
- (2) Comprehensive General Liability with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 per occurrence.
- (3) Professional Liability of not less than \$1,000,000.00 per occurrence.
- (4) Comprehensive Automobile Liability Insurance on owned and non-owned vehicles for a combined single limit for bodily injury and property damage of not less than \$500,000.00 per occurrence.

Such Certificate(s) of Insurance shall provide that at least thirty (30) calendar days prior written notice shall be given CGI before such insurance expires, is canceled, or coverage is reduced in any manner. CGI will be named as an additional insured.

10. TERM AND TERMINATION

A. Term. This Subcontract will commence on the Effective Date, and will expire on the third (3rd) anniversary of that date unless sooner terminated as provided in this Section 10. This Subcontract will automatically be renewed for successive one (1) year periods, unless a party provides the other with written notice at least ninety (90) calendar days prior to its next scheduled expiration stating that it does not wish for this Subcontract to be renewed. If this Subcontract expires its terms and conditions will continue to apply to any Statements of Work then in effect until the Statements of Work expire or are terminated.

B. Termination of a Statement of Work for Convenience. CGI may terminate any outstanding Statement of Work, or any portion of such a Statement of Work, for convenience upon thirty (30) calendar days' prior written notice to Subcontractor, or immediately if (i) the Prime Contract is terminated in whole by Client or (ii) Client requires that Subcontractor cease work under the Subcontract or the applicable Statement



of Work or (iii) to the extent Client terminates the part(s) of the Prime Contract pertaining to Subcontractor's Services under a SOW. Upon receipt of notice of such termination, Subcontractor will inform CGI of the extent to which performance is completed and Subcontractor will take steps to wind down work in progress in an orderly fashion during any notice period. At the end of the notice period, Subcontractor will deliver to CGI all completed Deliverables and any work-in-progress.

- C. **Termination of a Statement of Work for Cause.** If either party materially fails to perform its obligations under a Statement of Work and does not, within fifteen (15) calendar days after receiving written notice, directed to the Statement of Work Manager for the applicable Statement of Work, from the other party describing the alleged failure in reasonable detail, cure the material failure, then the non-breaching party may terminate the affected Statement of Work, in whole or in part, for cause by written notice to the Statement of Work Manager of the breaching party.
- D. **Survival.** Any provision of the Subcontract that imposes or contemplates continuing obligations on a party will survive the expiration or termination of the Subcontract or applicable Statement of Work. The termination of any particular Statement of Work will not affect the parties' respective rights, duties and obligations under any other Statements of Work then in effect.

11. LIMITATION OF LIABILITY AND REMEDIES

- A. **Limitations.** If Subcontractor should become entitled to claim damages under this Subcontract (including without limitation, for breach of contract, breach of warranty, negligence or other tort claim), CGI will be liable only for the amount of Subcontractor's actual damages up to twice the amount of the Subcontract. See Section 25 of Exhibit B for Subcontractor's liability.
- B. **Exclusion of Certain Damages.** In no event will either party be liable for any lost profits, loss of business, loss of use, lost savings or other consequential, special, incidental, indirect, exemplary or punitive damages, even if the party has been advised of the possibility of such damages. Neither party will be held responsible, or to have failed to meet its obligations under the Subcontract, if it either delays performance or fails to perform as a result of any cause beyond its reasonable control.
- C. **Exclusions; Survival.** The foregoing limitations do not apply to a breach of a party's obligations under Section 7, the payment of settlements, costs, damages and legal fees referred to in Section 8.C., or to any claims for reimbursement under Sections 9.A and 9.B. The limitations of liability set forth in this Section 11 will survive and apply notwithstanding the failure of any limited or exclusive remedy for breach of warranty set forth in the Subcontract.

12. LAW AND DISPUTES

- A. **Governing Law.** Any claim, controversy or dispute arising under or related to the Subcontract will be governed by the laws of the Commonwealth of Virginia, without regard to any provision of Virginia law that would require or permit the application of the substantive law of any other jurisdiction.
- B. **Informal Dispute Resolution.** At the written request of either party, the parties will attempt to resolve any dispute arising under or relating to the Subcontract through the informal means described in this Section 12.B. Each party's 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: (i) the designated representatives conclude that resolution through continued negotiation does not appear likely; or (ii) thirty (30) calendar days after the initial request to negotiate the dispute; 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.

- C. **Arbitration.** Any question or dispute arising out of or relating to the Subcontract will be settled by arbitration in accordance with the American Arbitration Association's Commercial Arbitration Rules and the Supplementary Procedures for Large, Complex Disputes, and judgment on the award may be entered in any court having jurisdiction. The seat of the arbitration will be Washington, D.C. The arbitrators will have no authority to award any damages that are excluded by the terms and conditions of the Subcontract. Either party will have the right to apply at any time to a judicial authority for appropriate injunctive or other interim or provisional relief, and will not by doing so be deemed to have breached its agreement to arbitrate or to have affected the powers reserved to the arbitrators.

13. **GENERAL**

- A. **Notices.** Any notice or other communication required or permitted to be made or given by either party pursuant to the Subcontract will be in writing, in English, and will be deemed to have been duly given: (i) five (5) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; (ii) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of such facsimile is promptly sent by another means specified in this section; or (iii) when delivered if delivered personally or sent by express courier service. All notices will be sent to the other party at its address as set forth below or at such other address as such party will have specified in a notice given in accordance with this section:

In the case of Subcontractor:	with a copy to:
Archetype Consulting, Inc. 75 Arlington Street Boston, MA 02114 Attn: Jason Webster Fax: 617-301-8367	_____ _____ _____ Attn: _____ Fax: _____
In the case of CGI:	with a copy to:
CGI Technologies and Solutions Inc. 600 Federal Street Andover, MA 01810 Attn: Jonathan Light, Vice President, Consulting Services FAX: 978-946-3224	CGI Technologies and Solutions Inc. 11325 Random Hills Road, 8 th Floor Fairfax, Virginia 22030 Attn: Office of General Counsel FAX: 703-267-7288

- B. **Publicity.** Subcontractor will not disclose to any third party the terms of this Subcontract or use CGI's or Client's name, other than on an internal customer list, without the prior written consent of CGI. Notwithstanding the forgoing, Subcontractor may use CGI's name in discussions with subcontractors or consultants being considered for the project.



- C. **Records/Access.** Subcontractor shall maintain all financial records and other records relating to its performance under this Subcontract in accordance with generally accepted accounting principles and in such a manner as to clearly document Subcontractor's performance. Subcontractor shall retain and keep accessible all such records for a minimum of six (6) years, or such longer period as may be required by the Prime Contract Terms or applicable law, following termination of this Subcontract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Subcontract, whichever date is later. CGI and Client will have the right to audit during normal business hours, and upon written notice to Subcontractor, the facilities, records and accounts applicable to Subcontractor's performance under this Subcontract. These audits may include, without limitation, review of records related to hours charged and billable expenses incurred. CGI agrees during any such audit to abide by Subcontractor's reasonable standard security procedures communicated prior to such onsite audit.
- D. **Background Checks.** Subcontractor and any of its personnel provided to perform Services under this Subcontract and who will have access to CGI or Customer data, systems, or facilities will be required to undergo and pass a background check at the expense of the Subcontractor, prior to Services being performed by Subcontractor and prior to such access. The background check may include, without limitation and at CGI's discretion, unique Client background check requirements, a seven year criminal background check (felony, misdemeanor) based on residential, education and employment addresses at the local and federal levels; a national criminal record locator or similar search; a check of global watch lists or similar search, verification of Social Security number, and, if applicable in the case of a fiduciary role, a credit history check. CGI may refuse to allow access to CGI's facilities and Confidential Information to Subcontractor or any of its personnel who do not cooperate fully with and ultimately pass the background check to CGI's reasonable satisfaction. Subcontractor affirms that its personnel have all applicable Federal, State, or local authorizations for employment in the United States.
- E. **Reasonable Behavior.** Each party will act in good faith in the performance of its respective responsibilities under the Subcontract 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 Subcontract.
- F. **Subcontracting/Assignment.** Subcontractor may not subcontract, assign or otherwise transfer the Subcontract or any of its obligations or rights granted hereunder without the prior written consent of CGI, such consent not to be unreasonably withheld. CGI may not assign this Subcontract, except to the State of Vermont, without the prior written consent of Subcontractor, such consent not to be unreasonably withheld. Any purported assignment in violation of the preceding sentence will be void and of no effect. The Subcontract will be binding upon Subcontractor's successors and permitted assigns.
- G. **Integration.** The Subcontract constitutes the entire agreement between the parties, and supersedes all other prior or contemporaneous communications between the parties (whether written or oral) relating to the subject matter of the Subcontract. The Subcontract may be modified or amended solely in a writing signed by both parties. A Statement of Work may amend the terms and conditions of this Subcontract as they apply to that particular Statement of Work, but only if the Statement of Work expressly identifies the section(s) that are being amended.
- H. **Severability.** The provisions of the Subcontract shall be deemed severable, and the unenforceability of any one or more provisions shall not affect the enforceability of any



other provisions. In addition, if any provision of the Subcontract, for any reason, is declared to be unenforceable, the parties shall substitute an enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the parties.

- I. **Order of Precedence.** In the event of any conflict between or among the provisions contained in the Subcontract, the following order of precedence will govern: (i) the Prime Contract Terms; (ii) this Subcontract, exclusive of its Statements of Work; and (iii) Statements of Work (except as to terms specifically identified in a particular Statement of Work as modifying or amending terms of this Subcontract, which terms will control over the Subcontract for that Statement of Work only).
- J. **No Waiver.** No failure or delay by either party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party. If either party waives any right, power or remedy, such waiver will not waive any successive or other right, power or remedy the party may have under the Subcontract.
- K. **Nonsolicitation.** During the term of this Subcontract and for twelve (12) months after its expiration or termination, neither party will, either directly or indirectly, solicit for employment or employ (except as permitted below) by itself (or any of its affiliates) any employee of the other party (or any of its affiliates) who was involved in the performance of the party's obligations under this Subcontract, unless the hiring party obtains the written consent of the other party. The foregoing provision will not (i) prohibit a general solicitation of employment in the ordinary course of business or prevent a party from employing any employee who contacts such party as a result of such a general solicitation; or (ii) be read so as to limit employment opportunities to an extent that would not be permitted under applicable law (e.g., California law).
- L. **Time of the Essence.** Time is of the essence with respect to the performance of Services and delivery of Deliverables under this Subcontract.
- M. **Exhibits.** The Exhibits referred to in and attached to this Subcontract are made a part of it as if fully included in the text.

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

CGI Technologies and Solutions Inc. (CGI)

Archetype Consulting, Inc. (Subcontractor)

By: *R. Ball*

By: *[Signature]*

Name: Robert Ball

Name: Jason Webster

Title: Vice President

Title: President & CEO



EXHIBIT A

CGI TECHNOLOGIES AND SOLUTIONS INC.
Subcontractor Agreement
Statement of Work Form

STATEMENT OF WORK No. ____

This Statement of Work Number ____ is issued pursuant to the Subcontractor Agreement dated as of _____, 2013 (the "Subcontract") between Archetype Consulting ("Subcontractor"), and CGI Technologies and Solutions Inc. ("CGI").

1. **Effective Date of this Work Order.**

This Statement of Work is effective as of *[insert effective date]*.

2. **Services to be Performed.**

[Insert description of services to be performed.]

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

3. **Deliverables and Schedule of Performance.**

The following are the Written Deliverables and Software Deliverables subject to Acceptance testing under the Subcontract: *[List the Written Deliverables and Software Deliverables to be provided and the schedule for performing the Services. For each Software Deliverable, specify the design specifications or the document containing the design specifications for the Software Deliverable.]*

4. **Compensation.**

A. Method:

B. Payment Terms: *Insert the payment terms if not as provided in the Subcontract.*

Contractor shall submit invoices either (i) electronically by email to subcontractors.ss.crp@cgi.com or (ii) by overnight carrier or postal service to CGI Shared Services Accounts Payable, 1350 Rene –Levesque Blvd. West, 15th Floor, Montreal, Quebec H3G 1T4. Invoices must include the applicable Statement of Work's contract reference number issued through CGI's Accounts Payable system, iSource.

5. **Statement of Work Managers.**

The Statement of Work Managers are:

CGI	Subcontractor
_____	_____
_____	_____
_____	_____



6. Other Resources and Responsibilities of Subcontractor.

[Insert any resources to be provided by Subcontractor and responsibilities of Subcontractor not already covered above.]

7. Other Provisions.

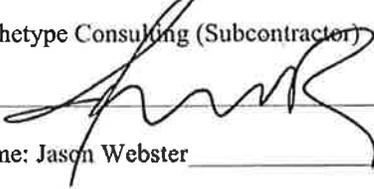
[Insert any additional terms agreed to by the parties.]

Agreed to and accepted by:

CGI Technologies and Solutions Inc. (CGI)

Archetype Consulting (Subcontractor)

By: _____

By:  _____

Name: _____

Name: Jason Webster _____

Title: _____

Title: President and CEO _____

Date: _____

Date: 5/21/2013 _____



EXHIBIT B
Prime Contract Terms



CGI TECHNOLOGIES AND SOLUTIONS INC.
Subcontractor Agreement
Statement of Work Form
STATEMENT OF WORK No. 1

This Statement of Work Number 1 is issued pursuant to the Subcontractor Agreement dated as of May 13, 2013 (the "Subcontract") between Archetype Consulting, Inc. ("Subcontractor" or "Archetype"), and CGI Technologies and Solutions Inc. ("CGI").

1. Effective Date of this Work Order.

This Statement of Work is effective as of May 13, 2013 and will terminate December 31, 2013.

2. Services to be Performed.

Archetype will provide reporting and information delivery services for the Vermont Health Benefit Exchange (HBE). Archetype will work with CGI to perform their activities in parallel with other development activities of the project. The HBE project will use Oracle Business Intelligence Enterprise Edition (OBIEE) for reporting. Archetype will provide capable professionals who can execute against business requirements. With CGI direction, Archetype will plan and execute this project as described below.

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

3. Deliverables and Schedule of Performance.

The following are the Written Deliverables and Software Deliverables subject to Acceptance testing under the Subcontract:

Archetype will provide reporting and information delivery services for the Vermont Health Benefit Exchange (HBE). Archetype will work with CGI to perform their activities in parallel with other development activities of the project. The HBE project will use Oracle Business Intelligence Enterprise Edition (OBIEE) for reporting. Archetype will provide capable professionals who can execute against business requirements. With CGI direction, Archetype will plan and execute this project as described below.

Phase 1: Inception

1. Initiate Project

This task will confirm objectives, milestones, and roles/responsibilities.

2. Perform Business Analysis and Define the Solution

This is the requirements definition task. We will work with key stakeholders and perform external research to establish the HBE reporting needs. Areas of focus will include business process, dashboards and reports, data governance, data warehousing, security, and automation/self-serve.

Document: Report Catalog



3. Perform System Analysis

We will identify and document the elements of the reporting system architecture, including data characterization, source system/ETL, hierarchies, solution architecture and derived measures.

Document: Executable technical system architecture.

4. Develop Implementation Roadmap

At the close of the inception phase we will deliver an implementation roadmap. This first phase will provide the fundamental information required to scope the design/build/test/deploy process. We will have much better visibility into the variable drivers, including number of data sources, complexity and documentation of source data, number and complexity of dashboards, portals and reports, number of users and the volume and nature of derived measures.

Document: project schedule and Phase 2 document and materials list.

Phase 2: Design/Build/Test/Deploy

This project phase will be specified in more detail by the Develop Implementation Roadmap task of Phase 1.

This task will produce a design document that can be executed by the development team.

- **Build**
This task will result in the delivery of a data repository, a completed data model, completed dashboards, reports, notices and notifications.
- **System Testing**
Completed unit, integration and performance testing. Data validation.
- **UAT Training and Testing**
User acceptance testing (UAT) includes end user training, creation and administration of test plans/procedures, training materials and training workshops.
- **Implementation/Roll Out**
The final steps to go-live. Disaster recovery set up, production process definition, knowledge transfer, data governance, migration to the production environment, go-live.
- **Support**
Go-live will release the initial set of reports and dashboards. Immediate support will focus on correcting errors and supplementing immediate needs that may have been unmet by the initial release. Long term, software and user support is an on-going process that will be transitioned to client staff.

All of these tasks will be conducted for both the customer-centric and performance management feature-sets that draw from the following data sources:

- Siebel
- OneGate
- Premium Processing (Benaissance)



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

2. Documents, Materials, and Schedule of Performance.

The following are the Documents and materials subject to Acceptance testing under the Subcontract:

1. **Reporting, dashboards and analytics.** By federal mandate, the initial version of this information delivery functionality must be in place by October 1, 2013. Revisions and refinement will persist for several months following go-live.

2. **Performance measurement and management (PM) reports and dashboards.** This will include typical financial and operational PM functionality – measurement of actual financial and operational performance of the HBE against relevant key performance indicators (KPIs). Initial deployment of this functionality will coincide with the federally mandated implementation of full ‘back-end’ transaction processing functionality by January 1, 2014.

Specific documents and materials from Phase 1 are:

- **Initiate Project**
Document: project charter
- **Perform Business Analysis and Define the Solution** *Document: Report Catalog*
- **Perform System Analysis**
Document: Executable technical system architecture.
- **Develop Implementation Roadmap**
Document: project schedule and Phase 2 deliverables.

Specific documents and materials from Phase 2 are defined in the Develop Implementation Roadmap task of Phase 1.

The execution of these tasks will require approximately 34 weeks, or 8 months, for completion. Schedule A provides a more detailed estimated plan.

4. Compensation.

- A. Time and Materials not to exceed \$896,650 at the blended average hourly rate of \$158.92 USD per hour plus travel expenses as incurred, including all taxes, payable after receipt and approval of invoice detailing time worked. Subcontractor shall not bill in excess of an average of eight hours per day per resource in any workweek without the written authorization of the CGI Project Manager. Reimbursable expenses are estimated not to exceed 18% of total project cost.
 - a. Total Archetype hours are estimated to be 5,642. The blended average hourly rate for professional services provided in the staffing model below is \$158.92. This staffing model is subject to change by written mutual agreement, as requirements for Phase 2 are defined. The following tables provide the expected level of effort by billing category.



Resource Hours									
Resources	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
EM	48	64	80	64	80	64	48	64	512
PM	90	100	100	80	100	80	60	80	690
Architect	60	80	100	60	0	0	0	0	300
Dev Lead		80	200	160	200	180	120	80	1000
OBIEE Dev 1		80	200	160	200	160	120	160	1,080
OBIEE Dev 2		80	200	160	200	160	120	160	1,080
ETL Resource		80	160						240
BA	120	120	100	80	100	80	60	80	740
Total	318	684	1140	764	880	704	528	624	5642

Resources	Rate									
EM	\$ 200.00	\$9,600	\$12,800	\$16,000	\$12,800	\$16,000	\$12,800	\$9,600	\$12,800	\$102,400
PM	\$ 175.00	\$15,750	\$17,500	\$17,500	\$14,000	\$17,500	\$14,000	\$10,500	\$14,000	\$120,750
Architect	\$ 175.00	\$10,500	\$14,000	\$17,500	\$10,500	50	50	50	50	\$52,500
Dev Lead	\$ 150.00		\$12,000	\$30,000	\$24,000	\$30,000	\$24,000	\$18,000	\$12,000	\$150,000
OBIEE Dev 1	\$ 150.00		\$12,000	\$30,000	\$24,000	\$30,000	\$24,000	\$18,000	\$24,000	\$162,000
OBIEE Dev 2	\$ 150.00		\$12,000	\$30,000	\$24,000	\$30,000	\$24,000	\$18,000	\$24,000	\$162,000
ETL Resource	\$ 150.00		\$12,000	\$24,000					50	\$36,000
BA	\$ 150.00	\$18,000	\$18,000	\$15,000	\$12,000	\$15,000	\$12,000	\$9,000	\$12,000	\$111,000
Total		\$53,850	\$110,300	\$180,000	\$121,300	\$138,500	\$110,800	\$83,100	\$98,800	\$896,650

B.

Contractor shall submit invoices either (i) electronically by email to subcontractors.ss.crp@cgi.com or (ii) by overnight carrier or postal service to CGI Shared Services Accounts Payable, 1350 Rene -Levesque Blvd. West, 15th Floor, Montreal, Quebec H3G 1T4. Invoices must include the applicable Statement of Work's contract reference number issued through CGI's Accounts Payable system, iSource.

5. Statement of Work Managers.

The Statement of Work Managers are:

CGI	Subcontractor
	Ruth McElroy

6. Other Resources and Responsibilities of Subcontractor.

1. Subcontractor warrants and represents that any materials to be provided by Subcontractor hereunder shall be in material conformance with this SOW and be free from faults and defects of design, material and workmanship for a period of one hundred and eighty (180) days from the final acceptance of such Services by CGI ("Warranty Period"). This Warranty Period shall be in addition to, and not in lieu of, any other warranties in the Subcontract. If CGI believes there has been a breach of this warranty, CGI will so notify Subcontractor in writing. Subcontractor



will promptly correct such materials at no additional charge within the cure period set forth in CGI's notice. Section 23.3 of Exhibit B shall apply to this warranty.

7. Other Provisions.

- 1. Subcontractor's invoices shall be submitted and paid in accordance with the terms of the Agreement; provided, however, Subcontractor agrees to submit hours worked in the timekeeping system as requested by CGI and in accordance with instructions provided separately to the Subcontractor.**
- 2. For the first three months of the contract, Subcontractor may submit invoices on a semi-monthly basis. Thereafter, invoices shall be submitted on a monthly basis.**

Agreed to and accepted by:

CGI Technologies and Solutions Inc. (CGI)

Archetype Consulting (Subcontractor)

By: Robert Ball

By: [Signature]

Name: Robert Ball

Name: Jason Webster

Title: Vice President

Title: President and CEO

Date: 23 May 13

Date: 5/21/2013