



CGI Technologies and Solutions Inc.
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March 6, 2013

Mr. Mark Waterstraat
Chief Strategy Officer
COCO Development, LLC, DBA Benaissance
7101 Mercy Road, Suite 300
Omaha NE 68106

Re: VT HBE Premium Processing Project

Dear Mr. Waterstraat:

The purpose of this letter is to review your discussions with us regarding the State of Vermont, Department of Vermont Health Access (VT HBE), Vermont Health Benefit Exchange Request for Proposal Number 03410-112-13 titled, "Premium Processing" (**VT HBE Premium Processing**). This letter documents our proposed business arrangement to allow our team to start work on this effort (Letter Agreement).

Scope of Services

- Participate on-site in requirements sessions with the CGI and VT HBE teams
 - Evaluate requirements with respect to defined scope from VT HBE Premium Processing RFP
 - Participate in the requirements sessions as required as Benaissance Subject Matter Experts representing Premium Processing capabilities of the Benaissance product suite
 - Support the creation of the final requirements packet deliverable
- Participate in technical session(s) to review the integration requirements between the VT HBE portal and the Benaissance platform
- Provide price and schedule for any items outside of the scope of the original VT HBE Premium Processing RFP response dated November 16, 2012

Business Arrangement

Benaissance will provide services on a Time and Materials basis at the following rate[s].

Staff	Role	Rate
Mark Waterstraat	Project Director/Functional Lead	\$150/hr. / \$1,200/day
Vik Kodipelli	Technical Architect	\$150/hr. / \$1,200/day
Tom Kern	Technical Lead	\$150/hr. / \$1,200/day
Steve Cudly	Project Manager	\$150/hr. / \$1,200/day
Liz Kerrigan	Business Analyst	\$100/hr. / \$800/day

Out-of-pocket expenses for travel and living expenses are re-billable at cost. Benaissance will submit a monthly invoice, payment terms: Net 45 days from receipt of undisputed invoice.



This Letter Agreement will begin on March 11, 2013, and will remain in effect for up to thirty (30) days during which time the parties shall work diligently to negotiate a mutually agreeable subcontract agreement that aligns with the prime contract and services to be provided by Benaissance. The business terms provided in Exhibit 1 shall apply to Benaissance's services performed under this Letter Agreement.

We look forward to working together on this exciting opportunity. If the arrangement described herein is satisfactory, kindly indicate your concurrence in the space provided below and return one copy for our records.

Sincerely yours,

Robert Ball
Vice President, Consulting Services

Accepted and Agreed To:
COCO Development, LLC, DBA Benaissance

By:

Name: MARK G. WATER STREET

Title: CHIEF STRATEGY OFFICER

Date: MARCH 8, 2013



Additional Business Terms

1. Each party agrees to protect the Confidential Information of the other in accordance with the following terms:

“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 this Letter Agreement: (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. Confidential Information includes any information pertaining to either party’s proprietary software and associated training, documentation and other materials, regardless of whether or how they are marked.

The receiving party agrees: (i) to hold the furnishing party’s Confidential Information in strict confidence; (ii) to limit disclosure of the furnishing party’s Confidential Information to the receiving party’s own employees having a need to know the information for the purposes of this Letter Agreement; (iii) not to disclose any such Confidential Information to any third party; (iv) to use the furnishing party’s Confidential Information solely and exclusively in accordance with the terms of this Letter Agreement in order to carry out its obligations and exercise its rights under this Letter Agreement; (v) to afford the furnishing party’s Confidential Information at least the same level of protection against unauthorized disclosure or use as the receiving party normally uses to protect its own information of a similar character, but in no event less than reasonable care; and (vi) to notify the furnishing party promptly of any unauthorized use or disclosure of the furnishing party’s Confidential Information and cooperate with and assist the furnishing party in every reasonable way to stop or minimize such unauthorized use or disclosure. Confidential Information will remain the property of the furnishing party, and the receiving party will not be deemed by virtue of this Letter Agreement or any access to the furnishing party’s Confidential Information to have acquired any right or interest in or to any such Confidential Information.

“Confidential Information” will be deemed to exclude any particular information that, as evidenced by written documentation: (i) is already known to the receiving party without restrictions at the time of its disclosure by the furnishing party; (ii) after its disclosure by the furnishing party, is made known to the receiving party without restrictions by a third party having the right to do so; (iii) is or becomes publicly known without violation of this Letter Agreement; or (iv) is independently developed by the receiving party without reference to the furnishing party’s Confidential Information. If the receiving party receives a subpoena or other validly issued administrative or judicial notice requesting the disclosure of the furnishing party’s Confidential Information, the receiving party will promptly notify the furnishing party and, if so requested, will provide reasonable cooperation to the furnishing 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.

Upon the expiration or termination of this Letter Agreement, the receiving party, at the furnishing party’s sole option, will return or destroy the Confidential Information provided by the furnishing



party. The receiving party will not retain any copies (complete or partial) of the furnishing party's Confidential Information, except that the receiving party may retain one copy solely for archival purposes.

Each party agrees that if a court of competent jurisdiction determines that the receiving party has breached, or attempted or threatened to breach, any of its confidentiality obligations to the furnishing party or the furnishing party's proprietary rights, the furnishing party will be entitled to obtain appropriate injunctive relief and other measures restraining further, attempted or threatened breaches of such obligations.

2. Either party may terminate this Letter Agreement at any time by giving the other party at least fifteen (15) calendar days' advance written notice specifying the termination date. In such event, CGI will pay Benaissance in full for all Services performed through the effective date of termination.

3. Benaissance warrants that the Services will be performed in a workmanlike manner consistent with reasonably applicable industry standards.

4. Indemnification. If, as a result of one party's (the "negligent party") negligence, the other party (the "injured party") or its employees suffer personal injury or damage to tangible property, the negligent party will reimburse the injured party for that portion of any claims the injured party pays for which the negligent party is legally liable.

A party's indemnification obligations specified in this Agreement are conditioned upon the indemnified party promptly notifying the indemnifying party in writing of the proceeding, providing the indemnifying party a copy of all notices received by the indemnified party with respect to the proceeding, cooperating with the indemnifying party in defending or settling the proceeding, and allowing the indemnifying party to control the defense and settlement of the proceeding, including the selection of attorneys. The indemnified party may observe the proceeding and confer with the indemnifying party at its own expense.

5. Limitations. If either party should become entitled to claim damages under this Letter Agreement (including without limitation, for breach of contract, breach of warranty, negligence or other tort claim), each party will be liable only for the amount of the party's actual damages up to twice the amount of the Letter Agreement.

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. The limitations in this paragraph 5 do not apply to any claims by for reimbursement under paragraph 4 above.

6. During the term of this Letter Agreement and for twelve months after its expiration or termination, neither party will, either directly or indirectly, solicit for employment by itself (or any of its affiliates) or hire any employee of the other party (or any of its affiliates) who was involved in the performance of the party's obligations under this Letter Agreement, unless the hiring party obtains the written consent of the other party.

7. Neither party shall be liable for any damages for delays or failure in performance under this Letter Agreement caused by acts or conditions beyond its reasonable control, without its fault or negligence, which could not have reasonably foreseen or prevented by reasonable precautions. Such acts or conditions (each a "Force Majeure") shall include, but not be limited to: acts of God



or of the public enemy; civil war; insurrections or riots; acts of war; acts of government; acts of terrorism; fires; floods; storms; explosions; earthquakes or accidents; unusually severe weather; epidemics or public health restrictions; strikes or labor troubles causing cessation, slowdown or interruption of work; failures or fluctuations in electrical power, heat, light, air conditioning or telecommunication equipment; and other similar events, or any event referred to above preventing a subcontractor from performing its obligations under a subcontract. In the event of a Force Majeure, (i) the party experiencing the Force Majeure shall exercise due diligence in endeavoring to overcome any Force Majeure impediments to its performance and shall provide prompt notice to the other party of the Force Majeure; and (ii) the time for performance shall be extended by a period equal to the delay caused by the Force Majeure.

8. Any claim, controversy or dispute arising under or related to this Letter Agreement will be governed by the laws of the State of Vermont, without regard to any provision of Vermont law that would require or permit the application of the substantive law of any other jurisdiction.

9. Informal Dispute Resolution. At the written request of either party, the parties will attempt to resolve any dispute arising under or relating to this Letter Agreement through the informal means described in this Section 9. Each party will appoint a senior management representative who does not devote substantially all of his or her time to performance under this Letter 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. The provisions of this Letter Agreement will be deemed severable, and the unenforceability of any one or more of its provisions will not affect the enforceability of any other provision. If any provision is unenforceable, the parties will substitute an enforceable provision that preserves the original intentions and economic positions of the parties to the maximum extent legally possible.

11. Any provision of this Letter Agreement that imposes or contemplates continuing obligations on a party will survive the expiration or termination of this Letter Agreement, including but not limited to the provisions with respect to protection of Confidential Information, the limitation of liability, nonsolicitation of employees, and dispute resolution.