



SUBCONTRACTOR AGREEMENT

This is a Subcontractor Agreement effective as of January 30, 2013, (the "Effective Date") by and between Exeter Group, Inc. ("Subcontractor"), a Massachusetts corporation having a place of business at 800 Boylston Street, Suite 3500, Boston, MA 02199 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, Department of Health Access** (the "Client"), has entered into an agreement with CGI for the purpose of obtaining services for the Health Benefit Exchange (HBE) Implementation Project (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. All Subcontractor communication with the Client will be coordinated with the CGI Statement of Work Manager.
- C. **Intentionally Deleted.**
- 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.
- B. **Invoices.** Subcontractor will submit invoices to the individual and address of CGI as designated in the Statement of Work. Each invoice will identify this Subcontract, the Statement of Work to which it relates by date or number, whichever is applicable. Each invoice shall also reference, the applicable Payment Deliverable, and include an invoice number, Subcontractor's Federal Tax Identification Number, applicable sales and use taxes, a calculation of legal and regulatory bases for any such taxes, Holdback amounts, if applicable, and total amount due. 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.
- C. **Payment Terms.** Unless otherwise agreed in a Statement of Work, Subcontractor's invoices are due and payable in full within thirty (30) calendar days from the date CGI receives payment from Client. If Subcontractor does not receive payment within sixty (60) days from the date of CGI's receipt of Subcontractor's invoice (whether or not due to CGI's failure to receive payment from Client), Subcontractor shall have the right to suspend its performance under this Subcontract until the payment issue is remedied. 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. 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.
- D. **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. If Subcontractor fails or refuses to perform its Services pursuant to an



agreed upon and executed Change Order, Subcontractor shall be in material breach of this Subcontract, and CGI shall have the right to terminate this Subcontract, in whole or in part for cause pursuant to Section 10.C below.

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. Similarly, this Subcontract does not require Subcontractor to provide services exclusively to CGI. Neither party makes any guarantee or commitment for any minimum or maximum amount of Services to be purchased or provided under this Subcontract provided however, the Subcontractor does commit to provide Services as set forth in executed Statements of Work hereunder. 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, nor prevent Subcontractor from providing 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 to Client, perform and display for itself and Client, and sublicense to Client the Subcontractor Materials provided hereunder, in each case solely for the Client's internal use and benefit for the purposes of the Prime Contract, and to authorize others to do the same on Client's behalf. Except for the license in the preceding sentence, Subcontractor reserves all rights in Subcontractor Materials.
- 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. Subcontractor warrants that any personnel furnished by it to provide Services under this Subcontract (other than subcontractors to Subcontractor to whom CGI has consented) shall have entered into written agreements with Subcontractor containing provisions substantially similar to the confidentiality and intellectual property assignment provisions set forth in Exhibit B-1 to the Prime Contract Terms attached hereto. Subcontractor shall enter into written agreements with such permitted subcontractors, and shall require that such permitted subcontractors shall have entered into written agreements with their personnel providing Services under this Subcontract, containing provisions substantially similar or equivalent to the confidentiality and intellectual property assignment provisions set forth in Exhibit B attached hereto.
- 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 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.

- 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.
- E. **OneGate.** The parties acknowledge that this Subcontract does not apply to the OneGate software of Subcontractor's affiliate Armedica Inc., which will be licensed by separate agreement.

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 to the extent reasonably necessary for performance of the Prime Contract; (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 in connection with performance of the Prime Contract; 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. For avoidance of doubt the license set forth in section 15.9 of Exhibit B shall constitute a valid license for such Work Product as is addressed in section 15.9.
- 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. To the extent that Subcontractor is using the facilities and networks of CGI or Client, Subcontractor will comply with any CGI or Client security policies and procedures associated with use of their respective facilities or networks that have been notified in writing in advance to Subcontractor.
- H. **Business Associates Agreement.** Under the Prime Contract, CGI is bound by the Business Associates Agreement between Client and CGI attached hereto at Exhibit K (the "BAA"). Under Section 2(e) of the BAA, CGI is required to obligate Subcontractor to abide by the same terms and conditions as CGI under the BAA. Subcontractor hereby agrees to execute a copy of the BAA concurrent with execution of this Subcontract.

8. WARRANTIES AND REMEDIES FOR BREACH OF WARRANTY

- A. **Quality of Services.** Subcontractor warrants that the Services will be performed in a professional manner consistent with industry standards applicable to the performance of such Services. 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 or portion thereof developed by Subcontractor and delivered under a Statement of Work will, for a period of twelve (12) months following its acceptance by CGI ("Warranty Period"), continue to perform the functions described in its approved Specifications without Defects, provided that: (i) the Software Deliverable is being used in the environment with such third party software and hardware as specified for such Software Deliverable in the Specifications; and (ii) the Software Deliverable has not been modified by anyone other than Subcontractor, or someone working at Subcontractor's direction. As used in this Subcontract, "Defect" means a failure of a Software Deliverable to perform the functions in the Specifications 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 within the Warranty Period. Subcontractor will promptly



correct such Defect(s) at no additional charge within a reasonable cure period as 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, provided that this warranty shall not apply to any infringement arising from: (i) modifications made by anyone except Subcontractor or someone working at Subcontractor's direction; (ii) the combination, operation or use of the item with other items Subcontractor did not supply, approve or reasonably contemplate; (iii) CGI's failure to use any new or corrected versions of the item provided to CGI by Subcontractor; (iv) Subcontractors' compliance with the CGI provided specifications or instructions, where the infringement necessarily arises from such compliance; or (v) third party software or materials that were identified in writing to CGI prior to Subcontractor's provision thereof and approved by CGI pursuant to section 6.A of this Subcontract. 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 local, State, and federal licensing, accreditation and registration requirements and standards applicable to 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. Subcontractor will maintain all required certifications, licenses, permits, and authorizations during the term of this Subcontract at its own expense.
- F. **Disclaimer.** THE WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INTEGRATION, PERFORMANCE AND



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

9. INDEMNIFICATION

- A. Indemnification by Subcontractor.** If, as a result of Subcontractor's negligence, CGI or Client's employees suffer personal injury or tangible, physical property damage, Subcontractor will indemnify, defend, and hold CGI harmless, and 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 properly payable by Subcontractor 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 tangible, physical property damage, CGI will indemnify, defend and hold Subcontractor harmless, and will reimburse Subcontractor for that portion of any claims Subcontractor actually pays for which CGI is legally liable.
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10. TERM AND TERMINATION

- A. Term.** This Subcontract will commence on the Effective Date, and will continue through the termination of this Subcontract in accordance with this Section 10. If there are no active Statements of Work under this Subcontract and the Subcontract has not otherwise been terminated, the Subcontract shall expire one year after the termination or expiration of last active Statement of Work. If this Agreement 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 fifteen (15) calendar days' prior written notice to Subcontractor, or immediately if (i) the Prime Contract is terminated in whole or in part by Client or (ii) Client requires that Subcontractor cease work under the Subcontract or the applicable Statement of Work. 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. In the event of any termination for convenience, Subcontractor shall be entitled to payment for Services performed in accordance with the requirements of this Subcontract prior to the effective date of termination on a mutually agreed upon pro-rata basis for fixed price Services and on a time and materials basis for any time and materials Services.



- 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. Notwithstanding anything to the contrary herein, in the event of termination of this Agreement or a Statement of Work by the CGI under Section 10.C., CGI shall, in addition to the right to terminate this Agreement in whole or in part, have the right, subject to the limitation of liability set forth in Section 11 to re-procure unperformed Services and Deliverables that are the subject of this Subcontract and/or Statements of Work, and subject to the limitations of liability set forth in Section 11 Subcontractor shall be liable for damages under applicable law, which may include but are not limited to the cost difference between the original price for such Deliverables and/or Services and the reasonable replacement costs of reasonably similar (to the extent feasible) Deliverables and/or Services of like quality and quantity acquired from another contractor.
- E. **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

The limitation of liability under this Subcontract is set forth in Section 25 of Exhibit B.

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 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.
- 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 will appoint a senior management representative who does not devote substantially all of his or her time to performance under the Subcontract. 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: (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 that is between CGI and the Subcontractor will be settled by arbitration in accordance with the American Arbitration Association's Commercial Arbitration Rules and the Supplementary and Procedures for Large, Complex Disputes 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. Disputes which also involve the Client under the Prime Contract which are not resolved pursuant to 12.B above shall be resolved pursuant to court proceeding in a Vermont court designated pursuant to the Prime Contract dispute.

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:
Exeter Group, Inc. 800 Boylston Street, Suite 3500 Boston, MA 02199 Attn: Jonathan Kutchins	Foley Hoag 155 Seaport Boulevard Boston, MA 02210 Attn: Sam Hudson
In the case of CGI:	with a copy to:
CGI Technologies and Solutions Inc. 11325 Random Hills Road Fairfax, Virginia 22030 Attn: Holli Ploog FAX: 703.267.5111	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.

C. Records/Access. To the extent that Subcontractor performs Services on a time and materials basis or is reimbursed for expenses, Subcontractor shall maintain all financial records to document the accuracy of its invoices ("Invoice Support Records"). Subcontractor shall retain and keep accessible all such Invoice Support 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 Invoice Support Records at Subcontractor's location. 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 will be required to undergo and pass a background check at the expense of the Subcontractor, prior to Services being performed by Subcontractor and to the extent such Services involve access or use of CGI or Client data, facilities or data. The background check may also include, without limitation and at CGI's discretion, a seven-year criminal background check at the local and federal levels; a national criminal record locator or similar search; a check of global watch lists or similar search; a verification of Social Security number; and, if applicable in the case of fiduciary role or if required by a contractual obligation to a client, a credit 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.
- 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. The parties acknowledge that a transfer by operation of law shall not constitute a prohibited assignment or transfer. CGI acknowledges that Subcontractor's affiliates may perform certain of Subcontractor's obligations under this Agreement, and Subcontractor shall be responsible for such affiliates' compliance with this Subcontract. 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 or individual engaged as subcontractor 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. Subcontractor shall require that any subcontractor approved by CGI under the terms of Section 13.F above which is engaged by Subcontractor to perform under the terms of this Subcontract shall be bound by terms consistent with the terms of this Subcontract including all Exhibits. In no event shall the existence of a subcontract operate to release or reduce the liability of Subcontractor to CGI for any breach in the performance of Subcontractor's duties. In the event of any breach of the Prime Contract Terms that is caused in part by Subcontractor and in part by CGI, each party shall be responsible in proportion to their fault, subject to Section 11.

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

CGI Technologies and Solutions Inc. (CGI)

By: Jonathan F. Light

Name: Jonathan F. Light

Title: Vice President, Consulting Services

Exeter Group, Inc. (Subcontractor)

By: Jonathan Kutchins

Name: Jonathan Kutchins

Title: 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 _____, 20__ (the "Subcontract") between _____ ("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.*]

5. **Statement of Work Managers.**

The Statement of Work Managers are:

CGI	Subcontractor
_____	_____
_____	_____
_____	_____

6. **Other Resources and Responsibilities of Subcontractor.**

A. Subcontractor is responsible to provide access-control protected, encrypted laptops with centrally managed, commercially available anti-virus software installed, that are capable of supporting the remote-access VPN client and thereby accessing the Secured CGI environment described below.

B. In accessing the Secured CGI Environment, Subcontractor will not without express Prime Contractor authorization: (i) access SOV Data for any purpose outside of the scope of services under this SOW; (ii) intentionally alter or circumvent any CGI security controls safeguarding the Secured CGI Environment; or (iii) share any access credentials, passwords,



or other confidential access-control mechanisms provided by, or generated on behalf of, CGI for Subcontractor personnel to use in accessing the Secured CGI Environment, and immediately notify CGI upon becoming aware of any unauthorized access to, or disclosure of, such CGI provided access credentials. Subcontractor personnel accessing the Secured CGI Environment shall do so only: (a) from encrypted, access-control-protected, Subcontractor or CGI-issued computers where an instance of the VPN client is installed; and (b) from nonpublic areas in the United States (additional country locations are subject to approval by CGI) of SOV, CGI, Subcontractor or its affiliates entry-regulated facilities or such other nonpublic areas where any person not authorized to view such SOV Data is not immediately present.

- C. **Documentation to be provided:** *[list any documentation to be provided by Subcontractor under this SOW]*
- D. *[Insert any resources to be provided by Subcontractor and responsibilities of Subcontractor not already covered above.]*

7. Other Provisions.

- A. CGI shall provide a secured electronic workspace environment hosted by CGI and a secured remote-access virtual private network solution to access to such environment (such virtual private network solution, the “VPN”; and such VPN along with such environment, the “Secured CGI Environment”). CGI will only provide or make available to Subcontractor personnel, and Subcontractor personnel will only thereupon access, any SOV Data (defined in Exhibit B Prime Contract Terms) in the Secured CGI Environment. CGI shall provide and host within the Secured CGI Environment those applications covered under the Prime Contract), as appropriately configured and reasonably necessary to enable Subcontractor to utilize the SOV Data to perform its services under this SOW without Subcontractor having to download or otherwise store or maintain a persistent copy of any such SOV Data on its local machines or elsewhere outside of the Secured CGI Environment. CGI will be responsible for the VPN access controls, and such controls will be configured to prevent the downloading of any SOV Data by Subcontractor personnel from the Secured CGI Environment. CGI shall be responsible for the implementation, administration and maintenance of any controls concerning the Secured CGI Environment, and for ensuring that such controls shall be implemented, administered, and maintained in a manner compliant with any applicable contractual commitments under the Prime Contract and any laws, rules and regulations applicable to the SOV Data.
- B. As part of its nondisclosure obligations, Exeter shall comply and require its officers, employees and Subcontractors to comply with all applicable federal and state statutory laws relating to privacy and confidentiality, including but not limited to HIPAA and the HITECH Act. Exeter acknowledges that the following statutory penalties may be assessed against Exeter by government regulatory agencies, including the U.S. Department of Health and Human Services, pursuant to the American Recovery and Reinvestment Act of 2009, in the event Exeter violates any provision of the HIPAA statute applicable to Exeter’s provision of services under this SOW. These penalties shall not be subject to Exeter’s limitation of liability.

HIPAA Compliance Statutory Penalties		
HIPAA Violation	Minimum Statutory Penalty	Maximum Statutory Penalty
Individual did not know (and by exercising reasonable diligence would not have known) that he/she	\$100 per violation, with an annual maximum of \$25,000 for repeat violations (Note: maximum that can be imposed by State)	\$50,000 per violation, with an annual maximum



HIPAA Compliance Statutory Penalties		
HIPAA Violation	Minimum Statutory Penalty	Maximum Statutory Penalty
violated HIPAA	Attorneys General regardless of the type of violation)	of \$1.5 million
HIPAA violation due to reasonable cause and not due to willful neglect	\$1,000 per violation, with an annual maximum of \$100,000 for repeat violations	\$50,000 per violation, with an annual maximum of \$1.5 million
HIPAA violation due to willful neglect but violation is corrected within the required time period	\$10,000 per violation, with an annual maximum of \$250,000 for repeat violations	\$50,000 per violation, with an annual maximum of \$1.5 million
HIPAA violation is due to willful neglect and is not corrected	\$50,000 per violation, with an annual maximum of \$1.5 million	\$50,000 per violation, with an annual maximum of \$1.5 million

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

Agreed to and accepted by:

CGI Technologies and Solutions Inc. (CGI)

By: _____

Name: _____

Title: _____

Date: _____

Exeter Group, Inc. (Subcontractor)

By: _____

Name: _____

Title: _____

Date: _____



EXHIBIT B
Prime Contract Terms



Prime Contract Flow Downs

Pursuant to the SOW, the following provisions are excerpted from the contract between CGI and the State of Vermont Department of Health Access (the "Prime Contract"). References to "Supplier" shall mean Exeter, and references to "this Agreement" or "this MSA" shall be read so as to mean this Statement of Work. Subcontractor shall comply with all provisions in the Prime Contract Flow Downs set forth below.

1. BACKGROUND.

1.1 MSA Framework - Deleted.

1.2 SOV Mission – Deleted.

1.3 SOV Objectives - Deleted.

1.4 Interpretation. For ease of reference, the terms of this MSA are to be interpreted and construed in accordance with the following rules of construction:

- (a) References to this MSA shall be construed and deemed to include any and all Statements of Work, Exhibits and other attachments and documents referred to in any of the foregoing, unless otherwise specifically noted or the context clearly and unambiguously requires otherwise.
- (b) The term "**including**" and its derivatives (such as "**include**" and "**includes**") shall be construed as meaning "including, but not limited to" or "including, without limitation" and not as limiting or limited. The terms "**shall**" and "**will**" have the same meaning and indicate mandatory obligations. Words importing the singular include the plural and vice versa and words importing gender include all genders.
- (c) The word "**entity**," subject to the context in which such term is used shall and shall be construed to mean and include individuals (*i.e.*, natural persons), partnerships, agents, associations, corporations, firms or other forms of business enterprises, trustees, executors, administrators, successors, permitted assigns, legal representatives and/or other recognized legal entities.
- (d) The words "**contractor**", "**subcontractor**" (whether "**independent**" or not), "**supplier**", "**agent**" and/or "**representative**", refer to any entity contracted, engaged or otherwise retained by one party, directly or indirectly, to perform or provide goods or services, directly or indirectly, in connection with this MSA. When used in this MSA in relation to responsibilities, performance, the provision of Services, Work Product and/or any other obligation or requirement for which Supplier is responsible hereunder, unless specifically indicated to the contrary, the term "**Supplier**" shall be construed to include each and every contractor, subcontractor, supplier, agent, representative, supplier or other similar entity.
- (e) References to an Article, Section, subsection, paragraph, clause or other subdivision shall be construed as references to that specified Article, Section, subsection, paragraph, clause and/or all other subdivisions and associated or referenced Exhibits and other attachments, unless noted otherwise or the context clearly and unambiguously requires otherwise. Notwithstanding the foregoing, the division of this MSA into Articles, Sections, subsections and/or other subdivisions, the insertion of any captions or headings and any and all references to these are for convenience only and are not part of this MSA, nor shall they affect its meaning, construction or interpretation.
- (f) References to "**days**" means calendar days unless "business days" are specified and when computing a period of time from a specified date to a later specified date, the word "**from**" means "from and including" and the words "**to**" and "**until**" each mean "to but excluding."

- (g) The word “dollar” and the symbol “\$” refer to United States dollars and all references to payments, compensation, monetary amounts or currency shall be in United States dollars unless otherwise expressly stated.
- (h) Defined terms in this MSA shall be deemed to include their respective derivatives, contractions, conjugations, tenses and other forms so as to give due and proper intended meaning within the context of their usage.
- (i) Whenever approvals, consents or other forms of assent are required, permitted or intended, such approvals, consents and assent shall be determined in good faith and shall not be unreasonably withheld or delayed; provided, however, that any words or terms such as “sole discretion,” “sole judgment,” “sole and exclusive,” “arbitrary” and the like when used in conjunction with any such discretion, judgment, approvals, consents or other assent or action shall, with respect to that particular provision, be construed and interpreted to mean that the party whose approval, consent, assent or action is required may withhold or refrain from giving same, at any time and for any reason, which decision and determination shall be conclusive and binding for all purposes.
- (j) Unless otherwise expressly provided in this MSA, rights and remedies hereunder are cumulatively reserved by each party and are in addition to and not in lieu of any and all other remedies available to either party at law, in equity or otherwise as provided hereunder.

1.5 No Drafting Presumption - Deleted.

2. DEFINITIONS. Capitalized terms used in this MSA not specifically defined in the text of the MSA or in its Exhibits or Statements of Work have the following meanings:

- (a) “Affiliate” means any Supplier entity or entities Controlling, Controlled by or under common Control with the Supplier.
- (b) Reserved.
- (c) Reserved.
- (d) “SOV Clientele” means any of the clientele of SOV, including, but not limited to, individuals and small businesses, that use the Exchange to assist with their decision-making processes regarding the type and manner of insurance that they obtain, and any other issues or concerns that may arise regarding their insurance coverage.
- (e) “SOV Facility” means any Facility owned, operated or managed by or on behalf of SOV.
- (f) “Control” with regard to an entity means the legal, beneficial or equitable ownership, directly or indirectly, of fifty percent (50%) or more of the capital stock (or other ownership interest, if not a corporation) of such entity ordinarily having voting rights, or effective control of the activities of such entity regardless of the percentage of ownership.
- (g) “Customer Data” means the following data, whether provided or produced before, on, or after the Effective Date, and whether owned by SOV or by others, including data owned by SOV’s Clientele: (1) all data that is provided by or on behalf of SOV, or any SOV Clientele, to Supplier in order for Supplier to provide the Services, including keyed input and electronic capture of information by Supplier; and (2) all data that is produced by means of Services as an intermediate step in using or producing any of the other Customer Data, including databases and files containing other Customer Data;. Without limiting the generality of the foregoing, Customer Data specifically includes “Personal

Information” as defined in Section 21.1 and “Protected Health Information” as defined 45 CFR 160.103.

- (h) **“Customer Data Laws”** means the laws and regulations applicable at any time and from time to time during the Term to the proper handling of Customer Data, including data privacy, handling of personal data, trans-border data flow and data protection, including, but not limited to the rules and regulations promulgated under HIPAA and HITECH and Chapter 62 of Title 9 of the Vermont Statutes.
- (i) **“Data Security Standards”** means the industry standard administrative, technical, and physical safeguards and controls consistent with *NIST Special Publication 800-53* and *Federal Information Processing Standards 200* and including, but not limited to, those promulgated under HIPAA and HITECH, as well as the specific provisions specified in Exhibit F [Security Policies], and such other applicable SOV policies as may be implemented during the Term of the MSA, including policies, procedures and practices agreed upon between CGI and Supplier.
- (j) **“Documentation”** means all documentation that Supplier is required to deliver to CGI under the Statement of Work.
- (k) **“Equipment”** means all hardware and tangible equipment, including computers, information processing units, servers, network facilities, controllers, routers, modems, communications and telecommunications equipment (voice, data, audio and video), cables, storage devices and media, printers, terminals, peripherals, input, output and transmission devices, and other tangible fixtures, mechanical and electronic equipment, whether owned or leased by or for the benefit of Supplier, CGI or SOV in connection with the Services or used by or for the benefit of CGI or Supplier to provide or support the provision of Services. Absent any specific reference to the contrary, the term “Equipment” shall refer to: (i) all or any portion of Equipment owned by CGI or SOV (**“SOV Equipment”**); and (ii) Equipment leased, rented or otherwise contracted from a third party (**“Third Party Equipment”**); and/or (iii) Equipment that is owned or controlled by Supplier (**“Supplier Equipment”**).
- (l) **“Exhibit”** means any exhibit, schedule, attachment or other document attached to this MSA or executed by the parties at any time hereafter, including each Statement of Work hereunder, if such document states that it is an attachment or otherwise part of this MSA.
- (m) **“Final Acceptance”** will be defined in each applicable Statement of Work.
- (n) **“Facilities”** means the physical premises, locations and operations owned or leased by a party and from or through which the Supplier and/or its permitted contractors will provide any Services, whether or not specifically identified in a Statement of Work.
- (o) **“Information”** means all information, in any form and on any medium, now known or hereafter discovered or developed, furnished or made available directly or indirectly by or on behalf of one party to the other or otherwise obtained by or available to a party from any source as a result of or in connection with this MSA, including: (i) all information of a party to which the other and/or its permitted contractors has had or will have access, whether in oral, written, graphic or machine-readable form, including business or financial information, plans, strategies, forecasts, forecast assumptions, business practices and methods, marketing information and material, customer, supplier, and employee information, and all information concerning relationships with customers, suppliers and employees, proprietary ideas, concepts, know-how, methodologies, specifications, operations, processes and systems manuals, profiles, system and management architectures, diagrams, graphs, models, sketches, technical data,

research and all other information related to a party's past, present or future business activities or operations; (ii) all Work Product; (iii) all information of a third party, including customers and suppliers, disclosed by a party to the other, and all analyses, reports and studies prepared by or on behalf of either party in connection with the Services, to the extent comprising Information disclosed by the disclosing party, during the Term or anytime thereafter; and (iv) all information entered or to be entered into Software or Equipment by or on behalf of or in respect of a party, as well as information obtained or derived from this information, including any such information as stored in, accessed or transmitted through or processed by Equipment or Software, in each case in connection with performance of this Agreement.

- (p) **"Insurance Industry Regulations"** means the statutes, rules and regulations governing the business of Vermont's Exchange including, but not limited to the Affordable Care Act, which consists of The Patient Protection and Affordable Care Act, as amended by the federal Health Care and Education Reconciliation Act of 2010, pertaining to the federal mandate to render health insurance coverage widely available to the public, (as any of these or existing acts or future acts may be amended from time to time), 33 V.S.A. Chapter 18, subchapter 1, 8 V.S.A. Chapter 107, and such other statutes, rules and regulations that otherwise govern the sale of insurance, the business of the Exchange, and the Services to be provided by Supplier hereunder, including, but not limited to, the statutes, rules and regulations of any compliance regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("HITECH"), any regulations and guidance issued pursuant to HIPAA and/or HITECH, and such guidance that may be provided by the Centers for Medicare & Medicaid Services ("CMS") from time to time.
- (q) **"IT Services"** means the information technology services set forth in a Statement of Work, which may include information or technology systems, Information, Equipment, Software, design, development, application support, web hosting, cloud hosting, application services, data and application engineering, data and database management or processing, data center Resources and Facilities, management information systems, operational, data processing, maintenance and support, consulting, monitoring, reporting, training, installation, help desk and any other services involving, related to or designated by CGI as an information technology service, and all materials, information and/or deliverables related to or in support of any of the foregoing.
- (r) **"Laws"** means any and all federal (national), state, provincial, municipal and/or local laws, regulations, rules, judicial decrees, decisions and judgments, executive and government orders and ordinances, including any and all directives of legislative and regulatory bodies, as well as rules and regulations of any self-regulatory organization by which Supplier may be bound, and unless the context clearly requires otherwise, shall include the Laws of each and every jurisdiction applicable to Supplier.
- (s) **"Losses"** means all losses, liabilities, damages, demands and claims, and all related costs and expenses (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, appeal, regulatory fines, interest and penalties) incurred in connection with, arising from or caused by this MSA or the performance or failure of performance of any of the obligations or requirements of this MSA.
- (t) **"Out-of-Pocket Expenses"** means reasonable and actual out-of-pocket expenses necessarily incurred by Supplier for Equipment, materials, supplies or Services provided

to CGI, but not including Supplier's overhead costs, administrative expenses or other mark-ups.

- (u) **"Requirements"** means any and all documentation, conditions, considerations and other criteria, terms and/or conditions that Supplier has agreed to provide, arrange or comply with in providing Services and otherwise performing Supplier's obligations as they relate to any Statement of Work, including all representations, warranties, Service Levels and other specifically identified requirements applicable to the Statement of Work.
- (v) **"Resources"** means any and all Facilities, Software, Equipment, personnel, Information and all other goods, services, materials, fixtures, tangible and intangible items, intellectual property, assets, licenses, rights and capabilities of CGI, Supplier or SOV, regardless of the nature of the ownership, leasehold, licensing or the basis upon which any of the foregoing or the foregoing capabilities are available to such party.
- (w) **"Service Level"** means the specific level of performance Supplier is required to comply with and adhere to in providing the Services in conformity with the Requirements as set forth in each Statement of Work.
- (x) **"Services"** means, individually and collectively, the IT Services, as well as any and all other services, materials and items, tangible or intangible, now known or hereinafter developed or discovered, and which the parties include in Statements of Work, including development and design services, project and operations management, support and maintenance, consulting, training, facilities and resource management, engineering and application development and such other functions, processes and responsibilities as the parties agree upon and set forth in Statements of Work, all in furtherance of the delivery of the Exchange.
- (y) **"Software"** means the object code (and to the extent explicitly specified in a Statement of Work, source code) versions of applications programs, operating system software, licensing keys, network protocols and operating programs, computer software languages, utilities, other computer programs and related documentation, in whatever form or media, including the tangible media on which any of the foregoing are recorded, stored, transmitted and/or printed, together with all corrections, improvements, updates, derivative works, adaptations, versions, translations and releases thereof, which are used to provide or otherwise in support of the provision of the Services. Absent any specific reference to the contrary, the term "Software" shall refer to: (i) all or any portion of Software owned by CGI or SOV ("**SOV Software**"); (ii) Software used under license from a third party ("**Third Party Software**"); and/or (iii) Software that is owned or for which Supplier has an exclusive license ("**Supplier Software**"). References to Software shall be deemed to include the Documentation for such Software unless otherwise specifically indicated.
- (z) **"Supplier Personnel"** means and refers to Supplier's employees and employees of Supplier's permitted contractors or permitted agents assigned by Supplier to perform Services under a Statement of Work.
- (aa) Deleted.
- (bb) Deleted.
- (cc) **"Work Product"** means any tangible or intangible work product, creation, material, item or deliverable, documentation, information and/or other items created by Supplier, either solely or jointly with others, including by Supplier Personnel, that are specifically commissioned by CGI pursuant to a Statement of Work or the Change Control Procedures under an existing Statement of Work. Subject to the restrictions set forth

immediately above, Work Product may include ideas, inventions, improvements, discoveries, methodologies or processes, or writings, designs, models, drawings, photographs, reports, formulas, algorithms, patterns, devices, compilations, databases, computer programs, specifications, operating instructions, procedures manuals, or other documentation, whether or not protectable under Title 17 of the U.S. Code and whether or not patentable or otherwise protectable under Title 35 of the U.S. Code, that are developed, conceived of, prepared, arise, procured, generated or produced in connection with this MSA, whether as individual items or a combination of components and whether or not the Services or the intended Work Product itself are or is completed. For the avoidance of doubt, Work Product shall not be deemed to include Supplier Intellectual Property, provided CGI shall be granted a license to any such Supplier Intellectual Property that is incorporated into Work Product as set forth in Section 15.7 below. Work Product excludes Supplier Software, the OneGate software product to be licensed separately by Supplier's affiliate Armedica, Inc., and any third party software that may be provided.

- (dd) **Other Definitions.** Any other terms not defined above are defined in the text of this MSA below, generally when the term is first referred to or used. Specific terms applicable to a particular Statement of Work and not defined in this MSA may be defined in the Statement of Work involved.

3. MASTER SERVICES AGREEMENT

3.1 General - Deleted.

3.2 Interpretation and Precedence - Deleted.

3.3 No Implied Agreement; Non-Exclusivity – Deleted

4. STATEMENTS OF WORK - DELETED.

5. TERM - DELETED.

6. SERVICES.

6.1 Description of Services - Deleted.

6.2 Service Delivery Mechanisms. So long as Supplier meets all of its obligations under this MSA, including achieving the applicable Service Levels, and meeting the requirements of each Statement of Work, except as provided in a Statement of Work otherwise, Supplier shall have the right to change the Supplier Personnel used to perform Services hereunder. Notwithstanding the above, nothing herein shall be deemed to require Supplier to violate any Laws, and if, during the course of the Term, there is a change in Law that requires modifying, altering, eliminating, diminishing or otherwise making any substantive change to the Statement of Work, the provisions of Section 23.2(m) [Compliance with Laws] shall control.

6.3 Former Affiliates - Deleted.

6.4 Resources - Deleted.

6.5 Proposal Assistance. If at any time during the Term, SOV elects to request any bid, quote, information and/or proposal from one or more third party service providers for the provision of all or any part of the Services being provided by Supplier hereunder, Supplier shall cooperate with CGI by providing CGI reasonable access to relevant Supplier Personnel for the benefit of CGI in connection with SOV's request. Nothing herein shall be deemed to create an affirmative obligation on the part of Supplier to disclose any of its confidential information or to provide any such third party provider with access to Supplier's Facilities, if in Supplier's reasonable judgment in good faith, such third party provider is a competitor of Supplier. In the event that such third party provider is not a competitor, then Supplier's obligations pursuant to this Section are subject to the conditions that: (i) each such third party service provider agree, in

writing, to reasonable security and confidentiality restrictions, generally in accordance with the provisions and requirements of this MSA; and (ii) that such activities shall not adversely disrupt Supplier's ability to provide Services.

6.6 Premier Customer - Deleted.

6.7 Third Party Resources.—From time to time SOV may request that CGI obtain and provide to SOV, at SOV's expense, third party Resources related to the Services but outside the scope of what Supplier is then obligated to provide under a Statement of Work, including the benefit of any volume purchasing discounts, pricing or terms available to SOV or its suppliers. Supplier shall notify CGI at the time of any such request of any relationships Supplier may have with such suppliers that may be of benefit to CGI or SOV in this respect. To the extent that CGI or SOV may have a more favorable relationship with any third party supplier, upon notice from CGI, Supplier agrees to obtain such Resources from CGI's or SOV's designated supplier and unless otherwise specifically agreed by CGI in writing, Supplier will not add an administrative fee or other markup to any third party Resources it procures on behalf of or for the benefit of CGI and the Services provided hereunder.

7. DEVELOPMENT, IMPLEMENTATION AND DOCUMENTATION.

7.1 Specifications. For each of the aspects and/or functional areas of the Services to be designed and/or delivered by Supplier under this MSA, Supplier shall develop, create and deliver to CGI, as applicable, detailed functional specifications for the Services required by each Statement of Work, (the "**Specifications**"). The scope and details of the Specifications, including, but not limited to, delivery times, approval processes, Milestone Schedule(s) and any Migration Plans shall be set forth in the applicable Statement of Work.

8. ACCEPTANCE.

8.1 Acceptance, Acceptance Testing and Acceptance Testing Procedures. The criteria for acceptance of all deliverables under this MSA ("**Acceptance**"), criteria for testing and determining Acceptance ("**Acceptance Testing**"), timing for resubmission in the event that any of the Acceptance Testing fails, and all other details related to Acceptance and Acceptance Testing, shall be set forth in the applicable Statement of Work.

9. THIRD PARTY COOPERATION

If CGI or SOV contracts with a third party to perform any service similar to or to enhance all or any portion of any of the Services, Supplier will cooperate with CGI, SOV and the third party, including provision of: (i) written Documentation so that any enhancements or developments may be operated by Supplier; (ii) commercially reasonable assistance and support services to such third party at the Charges specified in the applicable Statement of Work; and (iii) reasonable access to Supplier's Resources and Services operations as necessary for such third parties to perform their work; provided, however, that cooperation with third party auditors and benchmarkers shall be as otherwise set forth in this MSA. CGI and/or SOV shall use reasonable efforts to require such third parties to comply with Supplier's reasonable requirements regarding confidentiality, operations, standards, and security. The cost, if any, of any incremental Resources necessary to accommodate such third party work and activity shall be borne by the third party service provider.

10. MAINTENANCE AND SUPPORT

10.1 Corrective Maintenance - Deleted.

10.2 Forecasting - Deleted.

10.3 Preventative Maintenance - Deleted.

10.4 General Support - Deleted.

11. PERFORMANCE STANDARDS AND SERVICE LEVELS

11.1 Service Levels - Deleted.

11.2 Performance Standards

(a) Deleted.

(b) Supplier shall at all times: (i) perform all Services and obligations promptly, diligently and in a workmanlike and professional manner, using qualified Supplier Personnel; and (ii) perform the Services and its obligations hereunder in a manner consistent with the mutually agreed upon pricing methodology for Charges payable by CGI set forth in the Statement of Work while still meeting required Service Levels and the Requirements.

11.3 Measurement and Monitoring Tools - Deleted.

11.4 Failure to Meet Service Levels - Deleted.

11.5 Adjustment to Service Levels - Deleted.

12. EQUIPMENT AND FACILITIES

12.1 Equipment - Deleted.

12.2 Facilities - Deleted.

12.3 Dedicated/Partitioned Environment - Deleted.

12.4 SOV Facilities. If and to the extent specified on the Statement of Work, during the Statement of Work Term, SOV shall make available to Supplier space in any SOV facility applicable to the Services and Statement of Work involved ("**SOV Facility**"), subject to the conditions that Supplier: (i) shall only use such space solely and exclusively for and in support of the Services; (ii) shall not use SOV Facilities to provide goods or services to or for the benefit of any third party; (iii) shall comply with the leases, security, use and rules and agreements applicable to the SOV Facilities; (iv) shall not use SOV Facilities for any unlawful purpose; (v) shall comply with all policies and procedures governing access to and use of SOV Facilities that are provided to Supplier in writing; (vi) instruct Supplier Personnel not to photograph or record, duplicate, disclose, transmit or communicate any SOV Information or any other information, materials, data or other items, tangible or intangible, obtained or available as a result of permitted use of SOV Facilities; and (vii) return such space to CGI in the same condition it was in on the Statement of Work Effective Date, ordinary wear and tear excepted. SOV Facilities will be made available to Supplier on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

13. SUPPLIER PERSONNEL.

13.1 Qualifications; Personnel Security; Continuity.

(a) Supplier will perform and support the Services consistent with the Requirements. Supplier Personnel will be properly educated, trained and qualified for the Services they are to perform and Supplier will put appropriate training in place to meet initial and on-going training requirements of Supplier Personnel assigned to perform Services.

(b) Supplier shall be responsible, at its own cost and expense, for any and all recruitment, hiring, Supplier-specific training, education and orientation for all Supplier Personnel assigned or to be assigned to perform Services or support the Requirements, including any costs and expenses to smoothly and successfully transition or migrate Services to Supplier in a timely and efficient manner, if and as specified in the Statement of Work. The Charges for SOV program-specific training will be set forth in the Statement of Work.

(c) Except as otherwise agreed in a Statement of Work, all Supplier Personnel providing services at an SOV Facility, in addition to any Supplier security policies and procedures, shall be required to comply with the security requirements in this MSA and SOV's Security Policies, as set forth in Exhibit F. Supplier Personnel in a position to obtain or have access to SOV Information shall be subject to the background checks set forth in Exhibit F-1.

- (d) All Supplier Personnel providing or assigned to provide Services or otherwise in a position to obtain or have access to SOV Information shall be required to execute an Intellectual Property Rights Agreement substantially in the form attached as Exhibit B-1, prior to being assigned by Supplier and commencing performance of any Services or work in support of any Services hereunder. Supplier shall provide CGI with a signed copy of each such agreement immediately after each is signed as required.
- (e) The timing for transfer, reassignment or replacement of Supplier Personnel will be timely communicated to CGI to maintain continuity in the performance of the Services and avoid interruption or disruption to the Services.
- (f) Deleted.

13.2 Key Supplier Positions - Deleted.

13.3 Personnel Assigned to SOV Account - Deleted.

13.4 Changes in Supplier Personnel. Deleted.

13.5 Transition of Supplier Employees. Deleted.

13.6 Non-Solicitation - Deleted.

14. THIRD PARTY CONTRACTS - Deleted.

15. INTELLECTUAL PROPERTY RIGHTS.

15.1 Software; Escrow - Deleted.

15.2 New Software. Any new Software to be used in connection with Services after the Statement of Work Effective Date shall only be added to the Statement of Work using the Change Control Procedures and shall be subject to the terms and conditions applicable to such Software as set forth herein or as may be otherwise mutually agreed in the Change Control Procedures.

15.3 SOV Software and Intellectual Property. Each Statement of Work shall identify any SOV Software that Supplier will be authorized to use to perform the Services and effective as of the applicable Statement of Work Effective Date and subject to any additional restrictions contained therein, Supplier will have a limited license, during that Statement of Work Term, to use and access the identified SOV Software; provided, however, that under no circumstances shall Supplier access or use any SOV Software for any purpose other than the performance of Services or in support of Supplier's obligations to SOV under this MSA. Supplier shall discontinue and cease use of such SOV Software upon completion, expiration or termination of the Statement of Work.

- (a) Except for the limited rights and licenses granted to Supplier in connection with the Services as specified in this MSA, CGI or SOV, as the case may be, shall retain all right, title and interest in and to all Customer Data, and to all Information that is created under this MSA as a result of the provision of Services, including, but not limited to, all data that is generated under this MSA as a result of the use by CGI, Supplier, SOV or any third party of any technology systems or knowledge bases that are developed for SOV and used by Supplier to deliver the Services under this MSA ("**SOV Information**"), and to SOV Resources, SOV Software, SOV intellectual property, and all other rights, tangible or intangible (collectively, "**SOV Intellectual Property**"). Supplier may not use SOV Intellectual Property for any purpose other than as specified in this MSA. Upon expiration or termination of this MSA or any applicable Statement of Work, all such licenses granted to Supplier in connection therewith shall immediately terminate without further notice required, and Supplier shall return or destroy all SOV Intellectual Property and all copies thereof, and Supplier shall have no further right or license to such SOV Intellectual Property. Notwithstanding the foregoing, Supplier shall retain all rights to its own business records, and to any general ideas, concepts, know-how, methodologies, processes, technologies, templates, software, algorithms or techniques possessed by it

prior to or developed or learned by it outside of its performance under any Statement of Work.

- (b) Without limiting any rights of CGI or SOV in this MSA or any Statement of Work, Supplier acknowledges that this MSA is in support of CGI's Prime Contract in support of SOV's implementation of the Patient Protection and Affordable Care Act of 2010, and is subject to the certain property rights provisions of the Code of Federal Regulations and a Grant from the Department of Health and Human Services, Centers for Medicare & Medicaid Services. This MSA is subject to, and incorporates by reference, 45 CFR 74.36 and 45 CFR 92.34 governing rights to intangible property. Supplier must deliver all intangible property, including but not limited to Intellectual Property, to CGI in a manner that ensures the Centers for Medicare & Medicaid Services, an agency of the Department of Health and Human Services, obtains a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the Work Product for Federal purposes and to authorize others to do so. "Federal purposes" include the purpose of administering SOV exchanges under the Affordable Care Act of 2010. Supplier is further subject to applicable regulations governing patents and inventions, including those issued by the Department of Commerce at 37 CFR Part 401. For the avoidance of doubt, and notwithstanding anything herein to the contrary, Supplier or its third party licensors retain all ownership rights in and to Supplier Software, whether or not any are contained in Work Product, and no ownership rights in such Supplier Software shall be assigned hereunder even if included in Work Product; however, assignment of modifications and enhancements to and derivative works of Supplier Software that are generated under a Statement of Work (exclusive of the original Supplier Software contained therein) are included in the assignment of rights in Work Product.
- (c) CGI and SOV, individually, retain all right, title and interest in and to their respective SOV Software and except for the specific rights and limited license granted to Supplier hereunder, nothing shall or shall be construed as granting to Supplier any right or license under any of SOV's present or future patent rights or copyrights, or as granting to Supplier any right or license to use for any purpose other than those purposes expressly stated herein any SOV Information or any other Resources, Work Product or other items received, discovered, or produced by Supplier in connection with the Services nor shall or shall be construed to restrict, impair, transfer, license, convey or otherwise alter or deprive CGI or SOV of any of its rights or proprietary interests therein, all of which are hereby expressly reserved.

15.4 Third Party Software - Deleted.

15.5 Supplier Software. Each Statement of Work will identify any Supplier Software that will be used to provide Services and in all respects, Supplier will be responsible for such Supplier Software. Supplier shall not use any Supplier Software to provide Services that is not set forth in a Statement of Work or added thereafter through the Change Control Procedures. Supplier shall install, operate, update and maintain, at its expense, all Supplier Software used in connection with the Services. Supplier shall not use any Supplier Software to provide Services that is not available to CGI on reasonable commercial terms in the marketplace unless CGI's written approval, which may be withheld in CGI's sole discretion, is obtained in advance. As of the applicable Statement of Work Effective Date and continuing until the expiration of the Statement of Work, Supplier grants to CGI and its suppliers, a limited, revocable, worldwide, royalty free, non-exclusive right and license (or such other equivalent or comparable rights required) to access and use all Supplier Software solely in connection with, and to the extent necessary to receive the Services specifically set forth in the Statement of Work. Except for the limited rights and licenses as are granted to Supplier in connection with the Services as

specified in this MSA, Supplier shall retain all right, title and interest in and to its Information, Resources, Supplier Software, Supplier intellectual property and derivatives thereof (as that term is defined under U.S. copyright law, Title 17 U.S.C.), and all other rights, tangible or intangible ("**Supplier Intellectual Property**"). Upon expiration or termination of this MSA or any applicable Statement of Work for any reason, (except as otherwise set forth in the Statement of Work or another document agreed to by the parties) all such licenses granted to CGI in connection therewith shall immediately terminate without further notice required, and CGI shall return all Supplier Intellectual Property and all copies and CGI shall have no further right or license to such Supplier Intellectual Property. So long as CGI has any right to use any Supplier Intellectual Property as described herein, Supplier grants to CGI a nonexclusive, royalty-free, worldwide and unrestricted right and license under any patents and patent rights owned by Supplier and necessary to use such Supplier Intellectual Property and any system described in a Statement of Work for its operation of the Exchange. The parties specifically agree that any language or provisions contained in any "shrinkwrap" or "clickwrap" or other electronic version of any license agreement or other document which may accompany the Supplier Software is of no force and effect if, and to the extent that, any such language or provisions conflict with any terms of this MSA. Notwithstanding the foregoing, the parties acknowledge that the OneGate software to be licensed by Supplier's affiliate Armedica, Inc. is not licensed under this Section 15.5, as such software will be licensed by separate agreement.

15.6 Work Product.

- (a) All Work Product shall belong exclusively to SOV, with SOV having the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name and/or for its own benefit, all patents and copyrights, and all applications and registrations, renewals and continuations thereof and/or any and all other appropriate protection. To the extent exclusive title and/or complete and exclusive ownership rights in and to any Work Product may not originally vest in SOV by operation of Laws or otherwise as contemplated hereunder, Supplier shall immediately upon request, unconditionally and irrevocably assign, transfer and convey to SOV all right, title and interest therein. Without any additional cost to SOV, Supplier Personnel shall promptly give SOV all reasonable assistance and execute all documents SOV may reasonably request to assist and enable SOV to perfect, preserve, enforce, register and record its rights in and to all Work Product; provided, however, SOV shall reimburse Supplier for reasonable Out-of-Pocket Expenses incurred at the specific request of SOV in connection therewith. At the expense of CGI, Subcontractor agrees to execute, deliver and file, as and if necessary, any and all documents necessary to give effect to the provisions of this Section and to take all actions necessary therefore, in Supplier's stead and name, with the same force and effect as if executed, delivered and/or filed by Supplier.
- (b) Pursuant to Section 13.1(d), Supplier shall cause all Supplier Personnel charged with performing Services in connection with this MSA, or who are otherwise in a position to obtain or be granted access to SOV Information, to execute Exhibit B-1, or a substantially similar form. Supplier shall require that all Supplier Personnel comply with the provisions of Exhibit B-1 and Supplier is responsible for any failure of any Supplier Personnel to comply with all such provisions, and Supplier shall be responsible for enforcing the provisions of such forms; provided, however, that SOV shall have the right to do so, at Supplier's cost and expense, if and/or to the extent Supplier is unwilling or unable or fails to do so for any reason. Periodically, and unless otherwise specified in the Statement of Work, no less frequently than each week during the Statement of Work Term, Supplier shall provide SOV with the most current versions of all Work Product and related Documentation.

15.7 Supplier Property. Nothing in this MSA shall be construed to transfer, convey, restrict, impair or deprive Supplier of any of its ownership or proprietary rights or interest in any work, ideas, inventions, discoveries, tools, methodology, computer programs, processes and improvements, computer processes, specifications, operating instructions, notes, and any other documentation (whether or not patentable) created by Supplier prior to or, other than Work Product, during the provision of the Services and the delivery of Work Product or which has been independently developed by Supplier without use of or reference to any SOV Information (hereinafter, "**Supplier Property**"). With respect to any Supplier Property that is incorporated into any Work Product ("**Embedded Supplier Property**"), Supplier will provide the same to CGI as part of the Work Product and hereby grants to CGI a non-exclusive, non-transferable except to SOV, perpetual, irrevocable, royalty-free, worldwide right and license to use, copy, distribute to SOV, and otherwise use such Embedded Supplier Property solely in connection with the use by CGI and SOV of the Work Product for the purposes of the Prime Contract. CGI shall have the right and license to (i) enhance, modify and/or adapt any such Embedded Supplier Property and its associated Documentation; (ii) create and use derivative works of such Embedded Supplier Property within the scope of the license granted; and (iii) use and combine such Embedded Supplier Property with other products and/or materials, in each case including the right to sublicense the same, in each case for CGI's performance of the Prime Contract. In the event of any termination of this MSA (other than as a result of a material breach of this MSA by CGI), CGI shall, effective as of the date of such termination, continue to have a license to use any such Embedded Supplier Property and other items related thereto under the terms of this Section 15.7, without further charge or fee, but otherwise subject to and in accordance with the license granted to CGI.

15.8 Residual Knowledge. Nothing contained in this MSA shall restrict either party from the use of general ideas, concepts, know-how, methodologies, processes, technologies, algorithms or techniques retained in the undocumented mental impressions of such party's personnel relating to the Services which either party, individually or jointly, develops or discloses under this MSA or any Statement of Work ("**Residual Knowledge**"); subject to the condition that in or by doing so such party does not infringe the intellectual property or other proprietary rights of the other party or any third parties, does not violate any Laws or breach any obligation, including any confidentiality obligation under this MSA.

15.9 Supplier Rights to Use Work Product. With respect to Work Product that relates to Armedica, Inc.'s Onegate proprietary software product performed by Supplier ("Exeter Work Product"), SOV hereby grants to CGI and CGI hereby grants to Supplier, and subject to any restrictions applicable to any Third-Party Software embodied in the Exeter Work Product and excluding Customer Data, a perpetual, irrevocable, non-exclusive, royalty-free, paid-up right and license, transferable to any successor to Supplier's business, with the right to sublicense, to use, copy, modify and prepare derivative works of the Exeter Work Product (excluding Customer Data) for any business purpose, except that during the period from the date hereof ending December 31, 2014, Supplier will not, directly or indirectly, license the Exeter Work Product for, or use the Exeter Work Product in any respect for the provision of services for, a health insurance exchange solely devoted to the State of Vermont. This paragraph will survive termination of this Agreement, and Supplier may retain copies of Exeter Work Product in order to exercise this license.

16. CONTRACT AND PROJECT MANAGEMENT.

16.1 Meetings. The types, frequency and mutual responsibilities of the parties with respect to the manner in which they conduct meetings during the Term shall be set forth in the applicable Statement of Work.

16.2 Reports. Supplier shall provide CGI with periodic reports as described in the applicable Statement of Work (hereinafter, each a "Report") and hereby warrants that the information provided in such Reports shall be true and accurate at the time that it is provided, and that Supplier will act reasonably in accordance with the information provided in such Reports.

16.3 Subcontracting.

- (a) Subcontracting under this MSA beyond Supplier's Affiliates is strictly prohibited without the prior written consent of CGI, which consent CGI may withhold in its sole and absolute discretion. Supplier contractors approved by CGI shall be identified in the applicable Statement of Work; provided, however, that Supplier will be and remain CGI's primary point of contact; and provided, further, that Supplier will at all times remain responsible and liable for all obligations, services and functions performed by any such third parties, whether contractors or any other permitted parties, to the same extent as if performed or to be performed by Supplier.
- (b) Supplier will include, as flow-down provisions in each agreement with an approved contractor, terms and conditions substantially similar to the provisions of this MSA necessary to cause Supplier and each Supplier contractor to remain in compliance with the obligations of this MSA. Such flow-down provisions will be deemed to include, to the extent applicable to each such subcontractor, but are not limited to, Section 6.2 [Service Delivery Mechanisms], Section 6.7 [Premier Customer], Article 8 [Acceptance], Article 9 [Third Party Cooperation], Section 10.1 [Corrective Maintenance], Section 10.3 [Preventive Maintenance], Section 11.3 [Measurement and Monitoring Tools], Section 12.3 [Dedicated/Partitioned Environment], Section 12.4 [SOV Facilities], Section 13.1 [Qualifications; Personnel Security; Continuity], Section 13.6 [Non-Solicitation], Article 15 [Intellectual Property Rights], Section 16.3 [Subcontracting], Article 17 [Audits], Article 21 [Confidentiality], Article 22 [Security], Section 23.2 [Supplier Representations and Warranties], Section 26.7 [Termination Assistance], Section 28.2 [Assignment], Section 28.10 [Severability], and Section 28.12 [Survival]. In addition, to the extent that any subcontractor will have access to Customer Data or otherwise have contact with SOV Clientele (and prior to permitting any subcontractor to access Customer Data), Supplier shall be responsible for ensuring that such subcontractor is fully knowledgeable about and will remain compliant with the rules, regulations, policies and guidelines promulgated by CMS, including those relating to HIPAA, as well as in compliance with all other Insurance Industry Regulations, to the extent applicable to Supplier and its subcontractors as a third party provider. Supplier will not disclose SOV Information to any third party, including any Supplier Affiliates, contractor or other entity or any Supplier Personnel, until due and proper execution of Exhibit B-1. Supplier will also cause any approved Supplier contractor to enter into a Business Associate Subcontract in substantially the form of the Business Associate Agreement attached as Exhibit K.
- (c) Without limiting CGI's discretion under this MSA, CGI shall have the right to withhold or, if applicable, revoke approval of any Supplier contractor, if its performance is deficient, misrepresentations were found to have been made at any time, or for other factors related to CGI's experience with or any background reference checks made regarding such contractor (whether or not related to this MSA); provided, however, that in no event will such revocation be deemed to relieve Supplier of its obligations to continue to perform the Services of such subcontractor or otherwise relieve Supplier of its liability to

CGI for the acts and/or omissions of such subcontractor or any other contractor that may subsequently perform such Services.

16.4 Quality Assurance and Improvement – Deleted. .

16.5 Customer Satisfaction Survey - Deleted.

16.6 Training - Deleted.

16.7 Problem Codes; Credits. In the event of any Service problems or failure to meet the Service Levels or Requirements hereunder, howsoever caused, regardless of how such problem or failure came to the attention of either party and regardless of which party or entity discovers, notifies any other party hereunder, SOV shall, upon learning of the problem, report the problem to Supplier as set forth in the Statement of Work. SOV shall notify Supplier of the Problem and shall commence problem resolution activities as set forth in the Statement of Work.

17. AUDITS.

17.1 Audit Rights. Supplier will maintain and cause its permitted contractors to maintain a complete audit trail of all transactions and activities, financial and non-financial, reflecting its performance under this MSA, the amounts billed to CGI, and Supplier's compliance with applicable laws and regulations. Supplier will provide to SOV, its internal or external auditors, clients, inspectors, regulators and other designated representatives, at reasonable times (and in the case of State or federal regulators, at any time required by such regulators) access to Supplier Personnel and to any and all Supplier Facilities or where the required information, data and records are maintained, for the purpose of performing audits and inspections (including unannounced and random audits) of Supplier and/or Supplier Personnel and/or any or all of the records, data and information applicable to this MSA. . Supplier shall provide and cause its permitted contractors to provide full cooperation to such auditors, inspectors, regulators and representatives in connection with audit functions and with regard to examinations by regulatory authorities. Notwithstanding anything in this Article 17 to the contrary, audits conducted on Supplier premises shall be limited to systems and data solely related to SOV and the Services; provided that if any audit to be conducted by or on behalf of SOV would be prevented or restricted because of systems and data that relate to both SOV and to other Supplier customers, Supplier will reasonably cooperate to permit an audit that meets SOV's needs while not providing access to the confidential information of other Supplier customers or any systems, data or information belonging or relating to any customer other than SOV. Further, SOV shall only be provided access to cost data which forms the basis upon which CGI is charged (e.g., reimbursable expenses, out-of-pocket expenses, or cost-plus charges) and/or are necessary to calculate the applicable variable fees, but not cost components of any fixed price charges. In performing audits, SOV and any auditors shall endeavor to avoid unnecessary disruption of Supplier's operations and unnecessary interference with Supplier's ability to perform the Services in accordance with the Service Levels. Any external auditor retained by SOV in connection with audits under this Section shall execute a non-disclosure agreement with provisions no less stringent than those set forth in Article 21 [Confidentiality].

17.2 Supplier Audits and Certifications.

(a) **Certifications.** Supplier shall obtain and maintain all certifications listed in each Statement of Work. Supplier shall promptly notify CGI of any other certifications obtained by Supplier relating to the Services or the Resources used by Supplier to provide the Services. Supplier shall promptly notify CGI of any failure to obtain or maintain any required certification, or any other certification of which CGI is notified under this Section, and shall provide CGI with a written plan to obtain or re-acquire each such failed certification.

- (b) **SSAE-16 - Deleted.**
- (c) **Government Audits.** On an annual basis, unless otherwise requested in writing by SOV, Supplier shall inform CGI of any audit of Supplier's data center(s) from which it provides Services or any other of its Facilities or operations it uses to provide Services by any agency of the federal government or the state of Vermont, and shall, to the extent not prohibited by applicable law, provide CGI with a copy of the report or results of each such audit.

17.3 Audit Follow Up. Supplier shall promptly respond and as agreed to by the parties, rectify the deficiencies identified. In the event that any audit of Charges or Services reveals that CGI has overpaid any amounts due to Supplier, Supplier shall promptly refund such overpayment.

17.4 Records Retention. Until the later of: (i) three (3) years after expiration or termination of this MSA; (ii) such time as is required by applicable Laws; or (iii) the date that all pending matters relating to this MSA (e.g., disputes) are closed or resolved by the parties, Supplier will maintain and provide access (and cause its permitted contractors to maintain and provide access) upon request to the records, data, documents and other information required to fully and completely enable and permit SOV to take advantage of its audit rights under this MSA ("**Audit Records**"). Upon termination or expiration of this MSA, SOV and Supplier shall mutually agree as to any records or documentation of which Supplier may retain one archived copy following the periods set forth above, and Supplier shall not destroy Audit Records without first giving SOV the option to have Supplier provide the same to SOV. Each Statement of Work may include additional retention provisions.

17.5 Financial Reports - Deleted.

18. SOV RESPONSIBILITIES - DELETED.

19. CHARGES.

19.1 General.

- (a) The Charges applicable to Services provided to SOV pursuant to Statements of Work entered into hereunder shall be Supplier's current Charges as set forth in each Statement of Work. The Charges shall remain unchanged for the duration of the initial term of each Statement of Work. Unless otherwise mutually agreed to in writing by the parties, the Charges for any Statement of Work renewal term will not increase by more than the increase in the previous year of the Northeast Region Consumer Price Index Average for "all items" shown in such index for "Urban Wage Earners and Clerical Workers (including single workers), all items, groups, subgroups and special groups of items" published by the Bureau of Labor Statistics of the U.S. Department of Labor, or a successor index or a comparable index for the State of Vermont (or Burlington, Vermont) if one shall be determined by the Bureau of Labor Statistics, or except as set forth in the Statement of Work otherwise.
- (b) All Charges for the Services will be calculated, priced and billed to CGI in U.S. dollars and will not be subject to any adjustment for fluctuations in currency exchange rates, unless specifically identified in the applicable Statement of Work.
- (c) In accordance with the provisions of this MSA, CGI shall pay Supplier the Charges set forth in each Statement of Work as payment in full for the Services under such Statement of Work performed by Supplier. Unless otherwise specifically set forth in this MSA and always subject to and in accordance with Exhibit H, CGI shall not be obligated to pay any amounts other than as set forth in the Statements of Work, nor reimburse Supplier for any costs or expenses Supplier incurs in performing Services or complying with its obligations.

19.2 Pass-Through Expenses.

- (a) **"Pass-Through Expenses"** means charges to be paid directly by SOV or through Supplier on an Out-of-Pocket Expenses basis. If the parties agree that a Pass-Through Expense is to be paid: (i) by CGI directly, Supplier will promptly provide CGI with the original third party invoice and back-up substantiation for the expense, together with a written confirmation that Supplier has reviewed the invoiced charges and has determined the charges are proper and valid and should be paid by CGI; or (ii) by Supplier, Supplier will act as payment agent for CGI and after reviewing the invoiced charges and determining the charges are proper and valid, will pay third party charges comprising the Pass-Through Expense. In the event Supplier is acting as CGI's payment agent pursuant to (ii) above, Supplier will provide CGI with a reasonable opportunity to review the invoice to confirm Supplier's determination. Following this review by Supplier and SOV, Supplier will pay the amounts due and will invoice CGI for such Pass-Through Expense.
- (b) Supplier will use commercially reasonable efforts to minimize the amount of Pass-Through Expenses. With respect to services or materials paid for on a Pass-Through Expense basis, CGI reserves the right to: (i) obtain these services or materials directly from a third party; (ii) designate the third party source for these services or materials; (iii) designate the particular services or materials (e.g., equipment make and model); provided that, if Supplier demonstrates to CGI this designation will have an adverse impact on Supplier's ability to meet the Service Levels, this designation will be subject to Supplier's approval; (iv) require Supplier to identify and consider multiple sources for these services or materials or to conduct a competitive procurement or bidding process; and (v) review and approve the Pass-Through Expense for these services or materials before entering into a contract for these services or materials.

19.3 Incidental Expenses. Supplier acknowledges that, except as expressly provided otherwise in the applicable Statement of Work, all other costs and expenses that Supplier incurs in performing the Services are included in Supplier's Charges to CGI and rates applicable hereunder. Accordingly, such Supplier expenses are not separately reimbursable by CGI unless, on a case-by-case basis for unusual expenses, CGI has agreed in advance and in writing to reimburse Supplier for the expense.

19.4 Taxes.

- (a) Supplier understands and acknowledges responsibility, if applicable, for compliance with all SOV tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property within the State, corporate and/or personal income tax on income earned within the State.
- (b) Supplier certifies under the pains and penalties of perjury that, as of the Effective Date of any Statement of Work, Supplier is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- (c) Deleted.
- (d) Deleted.

19.5 New Services. Any services outside the scope of the Services that are materially different from or which are not, explicitly or implicitly, already covered by the descriptions or categories of Services and which are requested by CGI will be considered **"New Services."** New Services will be priced by Supplier at the rates that are (i) set forth in the applicable Statement of Work, if such rates for the New Services are contained therein, or (ii) such other rates as the parties may mutually agree upon and specify in the applicable Statement of Work. Supplier will not begin performing any New Services until the charges therefor have been

approved by CGI or, if charges cannot be agreed upon, upon CGI's instruction to begin work and agreement to pay the charges proposed by CGI while the charges are being resolved. Any dispute over Charges will be resolved in accordance with dispute resolution procedures set forth in this MSA.

19.6 Most Favored Customer - Deleted

20. INVOICING; PAYMENT; PAYMENT DISPUTES

20.1 Invoices - Deleted.

20.2 Payment and Retainage - Deleted.

20.3 Payment Disputes - Deleted.

20.4 Liquidated Damages - Deleted.

20.5 Credits; Refunds; Set Off - Deleted.

21. CONFIDENTIALITY.

21.1 Non-Disclosure; Use Restricted; Exceptions.

(a) Subject to the requirements of 1 V.S.A. §§ 315-320, the Vermont Access to Public Records Act, each party agrees to regard and preserve as strictly confidential all Information of the other party that may be obtained by such party from any source or may be developed as a result of this MSA. Each party agrees to hold the Information of the other in trust and confidence and will not disclose such Information to any individual or entity, except where required by Law, or use (directly or indirectly) any such Information for its own benefit or the benefit of any other party other than in the performance of its obligations or exercise of its rights under this MSA. Even when disclosure is permitted, each party agrees to limit access to and disclosure of the other party's Information to its employees and contractors (subject to any further provisions of this Agreement relating thereto) on a "need to know" basis. Without limiting the generality of the foregoing, Information includes trade secrets, proprietary or competitive information, financials, the specific terms of this MSA, past and present operations, future plans and strategy and, unless the parties mutually agree upon a publicity or press release or other form of public announcement, the existence of a contractual or other relationship between the parties. In addition, in this MSA, without limiting the generality of any of other provision of this MSA, Personal Information, as hereinafter defined, is and shall be considered confidential and proprietary information, subject to all of the confidentiality, non-disclosure, security and other obligations applicable thereto. The term "**Personal Information**" means any and all information about individuals, including but not limited to names, signatures, addresses, driver's license numbers, any State-issued identification number, telephone numbers, account numbers, social security numbers, credit reports, demographic information, financial and other personal data, transaction information, and lists of customers, employees, or investors, received from, created, received, available, accessible or obtained in any manner and/or from any source by Supplier as a result of this MSA and/or Services hereunder. The following provisions shall, to the extent the obligations herein are not already included comprehensively in any other sections of this MSA, shall apply to Personal Information:

- i. CGI acknowledges that Supplier does not maintain an Information Security Program that complies with the requirements below, and accordingly CGI shall not provide to Supplier and Supplier shall not accept any Personal Information in connection with this Agreement. If any Personal Information is inadvertently disclosed to Supplier, the parties shall promptly take remedial steps so that such Personal Information is returned and deleted.
- ii. SOV requires recipients of Personal Information to implement and maintain a comprehensive written information security program (hereinafter, the

“Information Security Program”) which shall include all necessary measures, including, as appropriate, the establishment and maintenance of policies, procedures and technical, logical, physical, and administrative safeguards, to (i) ensure the security and confidentiality of Personal Information, (ii) protect against any foreseeable threats or hazards to the security or integrity of Personal Information, (iii) protect against unauthorized access to or use of such information, (iv) ensure that all Personal Information is encrypted in transit and during transmission and communication, and (v) ensure appropriate disposal of the Personal Information. Without limiting the generality of the foregoing, the Information Security Program shall provide for (i) continual assessment and re-assessment of the risks to the security of Personal Information acquired or maintained by Supplier and its agents and contractors in connection with the Services, including but not limited to (X) identification of internal and external threats that could result in unauthorized disclosure, alteration or destruction of Personal Information and systems used by Supplier and its agents and contractors, (Y) assessment of the likelihood and potential damage of such threats, taking into account the sensitivity of such Personal Information, and (Z) assessment of the sufficiency of policies, procedures, information systems of Supplier and its agents and contractors, and other arrangements in place, to control risks; and (ii) appropriate protection against such risks.

- (b) Supplier shall, in advance and in writing, ensure each individual who obtains or is in a position to obtain Information, including, without limitation, Personal Information, of SOV, understands and has agreed to comply with the obligations in this MSA. In the event either party is required by Laws to respond to and comply with any judicial, regulatory or governmental compulsion to disclose the other party’s Information, the party compelled shall (i) immediately notify the other party of receipt of such demand; (ii) take all reasonable and legally permissible actions to limit the compelled disclosure to only such Information and to such persons as specifically required by and solely for the purposes of such compulsion; and (iii) take all available steps to maintain the confidentiality of the Information, limit and restrict disclosure and use as stated above, and protect the Information from further disclosure to the extent permitted by applicable Laws. SOV shall immediately notify Supplier (either by facsimile or email as set forth in Section 28.10 [Notices]) of any request made under the Access to Public Records Act, or any request or demand by any court, governmental agency or other person asserting a demand or request for this MSA. Supplier may, in its discretion, seek an appropriate protective order, or otherwise defend any right it may have to maintain the confidentiality of this MSA under applicable Law within three (3) business days of SOV’s receipt of any such request. Supplier agrees that it will not make any claim against SOV if SOV makes available to the public any Information in accordance with the Access to Public Records Act or in response to a binding order from a court or governmental agency compelling its production.
- (c) Each party agrees that upon the expiration or termination of this MSA for any reason or upon the request of either party at any time, the other party will immediately return to such requesting party any and all Information under the other party’s control or in its possession, and will not at any time thereafter itself use, copy, reproduce, transmit or furnish to any other party, any such Information; provided, however, either party may retain, subject to the restrictions and conditions herein, copies of such Information as is actually necessary for: (i) archival, audit copies required by Laws; (ii) litigation (subject to obtaining appropriate judicial protective orders) and otherwise protecting the legal and proprietary interests of such party in relation to threatened or actual legal proceedings;

- (iii) compliance with Laws; (iv) preservation of such party's Information to the extent it actually is embedded in and inextricable from the other party's Information; and (v) enforcement and/or protection of such party's legal rights, including any intellectual property rights. Any permitted archives containing SOV Information shall be used by Supplier solely for audit and recovery purposes.
- (d) Except as otherwise specifically provided in this MSA, each party shall not during the Term and after expiration or earlier termination hereof: (i) disclose, in whole or in part, any Information of the other party; or (ii) sell, rent, lease, transfer, encumber, pledge, reproduce, publish, transmit, translate, modify, reverse engineer, compile, disassemble, adapt, create derivative works from or otherwise use or allow anyone else to use, any such Information.
- (e) Each party shall exercise the same care in preventing unauthorized disclosure or use of the other party's Information that it takes to protect its own proprietary and confidential information of a similar import, but in no event less than reasonable care. Reasonable care includes, without limiting the generality of the foregoing: (i) informing each and every entity who does or is in a position to receive, obtain or have access to Information, of the strictly confidential and sensitive nature of the Information and the applicable terms of this MSA, requiring them to comply with these terms, and obtaining their written acknowledgment that they have been so informed and directed, and their written undertaking to abide by terms no less stringent than the applicable terms of this MSA; and (ii) notifying the other party immediately upon discovery of any actual, threatened or alleged violation or breach of any of the provisions of this MSA, and assisting the other party in every reasonable way to help regain possession of the Information and to prevent further violations or breach hereof.
- (f) Each party further acknowledges that: (i) unauthorized use or disclosure of Information shall cause immediate injury and damages not readily measurable or compensable in monetary damages, and therefore irreparable; (ii) in the event of any breach or threatened breach of the provisions of this Article, and without limiting or waiving any other rights and remedies available under this MSA, at law or in equity, all of which are hereby cumulatively reserved, the other party shall be entitled to injunctive relief, specific performance and other equitable relief as may be deemed proper by a court of competent jurisdiction, without the posting of bond or other security; (iii) except for the rights expressly granted in this MSA, the other party retains all right, title and interest and reserves all rights in and to its Information; and (iv) it shall be and shall remain primarily and fully liable for any violation or breach of the provisions hereof, by any Affiliate, officer, director, employee, or contractor, as if such party had disclosed the Information.
- (g) Information which is required to be kept confidential under the foregoing provisions does not include Information that the receiving party can establish: (i) is or has become generally available to the public, without any breach of this MSA or any other agreement by which the receiving party may be bound; (ii) is or was known to the receiving party prior to disclosure to or receipt by the receiving party free of any confidentiality, non-disclosure or comparable restriction and without breach of this MSA or any other agreement by which the receiving party may be bound; (iii) was or is disclosed to or obtained by the receiving party on a non-confidential basis by a third party who did not owe an obligation of confidence to the disclosing party with respect to the disclosed information and did not breach any agreement; or (iv) was independently developed by one party without any reference to or use of any Information of the other party.

- (h) Notwithstanding any expiration or termination of this MSA, each party's obligations regarding the nondisclosure and use of the other party's Information that is disclosed prior to the effective date of such expiration or termination shall survive for a period of three (3) years following the disclosure thereof; provided, however, that each party's nondisclosure and use obligations with respect to the other party's Information that constitutes trade secrets pursuant to applicable Laws will continue for so long as any such Information continues to constitute a trade secret under applicable Laws, and further provided that obligations of the Supplier regarding Personal Information or Protected Health Information shall continue in perpetuity.

21.2 Destroyed or Lost Data - Deleted.

21.3 Ownership and Protection of SOV Information and Customer Data; Security Breach Reporting

- (a) SOV Information will not be utilized by Supplier for any purpose other than that of rendering the Services. SOV Information is and will remain the exclusive property of SOV. Supplier will not possess or assert any lien, claim, demand or other right or interest in, against or to SOV Information. No SOV Information, or any part thereof, will be sold, assigned, leased, licensed or otherwise disposed of, directly or indirectly, to third parties or commercially exploited by or on behalf of Supplier or used for any purpose, other than in support of Supplier's performance of its obligations hereunder and only to the extent necessary and permitted by SOV for Supplier to do so.
- (b) Upon SOV's request or the termination or expiration of this MSA or any Statement of Work for any reason, Supplier shall either return or, if specifically directed by SOV, destroy all SOV Information in its possession, power or control in a manner that assures the SOV Information is rendered unrecoverable. Any permitted archives containing SOV Information shall be used by Supplier solely for audit and recovery purposes.
- (c) As between SOV and Supplier, SOV shall be deemed to own all Customer Data, and Supplier shall at all times process the Customer Data in accordance with the terms of this MSA and any applicable Statement of Work, and all applicable Laws. To the extent that Supplier has certain responsibilities under applicable Customer Data Laws and as a processor of the Customer Data, Supplier shall comply with its obligations under the Customer Data Laws, and SOV is consenting to Supplier's access to the Customer Data for such purpose and under such promise by Supplier. If the Customer Data Laws are modified or new Customer Data Laws are applicable to any of the Services, Supplier will continue to comply with such Customer Data Laws as so modified or added, but to the extent that compliance with such modifications or additions requires the delivery of New Services, the parties will follow the Change Control Procedures set forth herein. Notwithstanding the foregoing, Supplier compliance with modifications or additions to Customer Data Laws shall not be excused or delayed as a result of the Change Control Procedures.
- (d) In addition to the requirements set forth in the Business Associate Agreement, Supplier shall immediately notify the appropriate SOV security contact (as set forth in Section 28.11 [Notices]) in the event of any known or suspected unauthorized use, disclosure, acquisition, modification, or destruction of Personal Information, unauthorized access to Personal Information, compromise, disclosure, damage, alteration or loss of Personal Information (generally, a "security breach"), and Supplier shall (X) provide CGI with a detailed written statement describing said occurrence and the circumstances surrounding any security breach, and (Y) promptly develop, provide and implement a remediation plan, acceptable to SOV, to address and remedy the occurrence and prevent any further incidents. Supplier shall, at its expense, take all necessary

measures to mitigate any damages, adverse or harmful effects thereof, and to the extent either Supplier or SOV have any legal or regulatory obligations as a result of the security breach, Supplier shall cooperate fully with CGI and SOV and bear all costs and expense, to the extent caused by or arising from Supplier's breach of its obligations.

- (e) Deleted
- (f) In the event that SOV determines there has been a material breach by Supplier of any of the Supplier's obligations with regard to Personal Information, CGI may, immediately upon notice to Supplier, terminate this MSA and/or any or all Statements of Work, in whole or in part. Without limiting any other provision of this MSA, Supplier's obligations with regard to Personal Information shall survive any such termination.
- (g) Subject to the indemnification procedures set forth in Section 24.6, and in addition to any other indemnification obligations in this MSA, Supplier agrees to defend, indemnify, and hold CGI and SOV and its officers and employees harmless from and against any and all Losses in connection with any third party claim or action to the extent caused by or arising from any actual or alleged breach of the foregoing provisions of this Article by Supplier, or any person, firm or entity, howsoever characterized or designated, acting under, through, in the name of, under authority of or on behalf of Supplier, including Supplier's employees, agents, representatives or subcontractors.

22. SECURITY.

22.1 General. Without limiting the generality of the requirements of Article 21 and subject to SOV's review as set forth in Section 21.1(a)(ii), Supplier agrees to develop, provide and implement security provisions and controls to maintain the confidentiality, integrity and availability of all SOV Information in the possession or under the control of Supplier hereunder, which at a minimum Supplier would provide for its own proprietary, sensitive and confidential information and digitally stored files, data and programs (acting with due and proper regard for same) and as otherwise required by Laws, including such provisions and controls that: (i) safeguard the physical integrity and condition of all Supplier Facilities, Equipment, Software and all media in Supplier's possession or control containing SOV Information; (ii) ensure that access to SOV Information, in any form on any media, is available only to SOV and its designated employees and/or authorized representatives including CGI; and (iii) prevent use by or disclosure of any and all SOV Information to any third party, to any employee or agent of Supplier that does not have a need to know in the performance of Services hereunder or otherwise, unless Supplier has obtained SOV's explicit prior written approval, which may be withheld for any reason in SOV's sole discretion.

22.2 SOV Insurance Industry Regulations, Policies and Flowthroughs. Supplier will comply with SOV's policies and procedures that are in effect during the Term regarding the business process, operating procedures or business activities, as such procedures are provided in advance to Supplier. Any specific modifications to such policy or policies may be included in each applicable Statement of Work or updated at any time thereafter through the Change Control procedure. Supplier will be responsible for ensuring that Supplier Personnel comply with such policies and procedures.

22.3 Data Security - Deleted. The parties will execute and comply with the Business Associate Agreement attached as Exhibit K.

22.4 Supplier Facilities.

- (a) Throughout the Term and without limiting the generality of the foregoing, Supplier shall ensure that physical and logical security measures and safeguards are instituted,

maintained and enforced at all Supplier Facilities to guard against the unauthorized access to or destruction, loss, theft, damage or alteration of any SOV property, Services and/or SOV Information.

- (b) Without limiting the generality of the foregoing, Supplier's security measures shall include at a minimum:
- i. With respect to any Supplier Facilities at or from which SOV Information is stored, used, accessible, transmitted processed or otherwise made available restricting physical and logical, direct or remote access to the Supplier Facilities and any portions of the Supplier Facilities containing SOV Information.
 - ii. With respect to any Supplier Facilities at which the Services are performed, implementing and maintaining access controls to such Supplier Facilities (particularly with respect to the areas of such Supplier Facilities from which the Services are performed or SOV Information is stored, used, accessible, transmitted processed or otherwise made available), which controls will include, at a minimum: (1) inspecting, authenticating and verifying identification and allowing only authorized personnel to enter such Supplier Facilities; (2) monitoring and logging access to such Supplier Facilities; and (3) printing and/or reproducing physical copies only as necessary to perform the Services (*i.e.*, on a "need-to-print", "need to copy" basis), .
- (c) Supplier shall not perform the Services (and shall prohibit anyone acting under, through, in the name of, under authority of or on behalf of Supplier from performing the Services) in any manner that, directly or indirectly, defeats security provisions, by-passes security procedures or otherwise avoids the application of required security on devices, SOV Information, files and/or materials containing, without limitation, attorney-client privileged material or attorney work product (and Supplier is responsible for any failure of anyone acting under, through, in the name of, under authority of, or on behalf of Supplier to comply with the provisions of this Section). Without limiting the generality of the foregoing, Supplier shall ensure that (i) all connectivity to SOV Resources and SOV Information and all attempts at the same as permitted hereunder by Supplier Personnel shall be accomplished only through SOV's security gateways/firewalls; and (ii) it will not access, and will not permit any unauthorized persons or entities to access, SOV Resources or SOV Information without SOV's express written authorization and any such actual or attempted access shall be consistent with any such authorization. Supplier covenants that, in addition to the other provisions of this MSA, Supplier shall inform CGI whenever access is sought by any individual or entity to any such devices, information, files and/or materials. Supplier waives and expressly disclaims any claim that SOV, by any act contemplated or permitted under this MSA, including any Statement of Work or otherwise, has waived any rights or privileges to which it is otherwise entitled by virtue of SOV's allowance, enabling or facilitating Supplier's performance of any Services.

22.5 Indemnity. Subject to the indemnification procedures set forth in Section 24.6, and in addition to any other indemnification obligations in this MSA, Supplier agrees to defend, indemnify, and hold CGI and SOV and their respective officers and employees harmless from and against any and all Losses in connection with any third party claim or action to the extent caused by or arising out of a breach or alleged breach of the foregoing provisions of this Article by Supplier, or any entity, howsoever characterized or designated, acting under, through, in the name of, under authority of or on behalf of Supplier, including Supplier's employees, agents, representatives or subcontractors.

23. REPRESENTATIONS AND WARRANTIES.

23.1 Representations and Warranties. Each party represents and warrants that, as of the Effective Date and each Statement of Work Effective Date:

- (a) This MSA including each Statement of Work constitutes a legal, valid and binding obligation of such party, enforceable against it in accordance with its terms except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application affecting enforcement of creditors' rights generally.

23.2 Supplier Representations and Warranties. As of the Effective Date, each Statement of Work Effective Date and continuing throughout the Term and each Statement of Work Term, Supplier represents, warrants and covenants to CGI that:

- (a) It is a corporation duly incorporated (or is any other form of legally recognized entity), validly existing and in good standing under the Laws of the jurisdiction in which it is incorporated, and is duly qualified and in good standing in each other jurisdiction where the failure to be so qualified and in good standing would have an adverse effect on its business, activities, ability to perform its obligations under this MSA or compliance with any of its promises, representations and warranties hereunder.
- (b) It has all necessary corporate power and authority to own, lease and operate its assets and to carry on its business as presently conducted and as it will be conducted pursuant to this MSA including any Statement of Work.
- (c) It has all necessary corporate power and authority to enter into this MSA including each Statement of Work and to perform its obligations hereunder and thereunder, and the execution and delivery of this MSA including each Statement of Work and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate actions.
- (d) **Work Standards.** Supplier will properly render the Services in accordance with the Requirements, with promptness and diligence and will execute them in a workmanlike manner, in accordance with the practices and high professional standards used in well-managed operations performing services similar to the Services, with an adequate and sufficient number of qualified individuals with suitable training, education, experience and skill to perform the Services.
- (e) **Requirements - Deleted.**
- (f) **Documentation - Deleted.**
- (g) **Maintenance.** Supplier will make available and maintain the Supplier Resources as required by the provisions of this MSA, in order that they operate and perform in accordance with the applicable Documentation.
- (h) **Cost Effectiveness - Deleted.**
- (i) **Technology - Deleted.**
- (j) **Ownership; Non-Infringement.** Supplier: (i) is either the owner of, or authorized to use, the Supplier Resources and related material used by Supplier in connection with the Services; and (ii) is fully authorized to grant SOV all rights, title, interest and ownership in and to all Work Product developed hereunder; and (iii) will perform under this MSA in a manner that does not violate, infringe, misappropriate or constitute an infringement or misappropriation of any patent arising under the laws of the United States, and any copyright, trademark, trade secret or other intellectual, industrial or proprietary rights of any third party.

- (k) **Inducements.** By entering into each Statement of Work, Supplier affirms each of the representations and warranties set forth in this MSA as of the Statement of Work Effective Date. Each time CGI agrees to enter into a Statement of Work with Supplier, Supplier acknowledges such agreement is based upon and is in reliance upon, among other things, the representations, warranties and other inducements described in this MSA and/or the Statement of Work and Exhibits incorporated or referenced therein.
- (l) **Viruses.** With respect to SOV Information, SOV Software and SOV Resources, Supplier will not knowingly insert, introduce or include, or knowingly permit, enable or cause any third party to insert, introduce or include, any program code, programming instruction or set of instructions constructed with the ability or the intention to damage, interfere with, interrupt or otherwise affect computer programs, data files or operations in any manner without the authorization, knowledge or approval of any actual or intended user, operator, administrator, publisher, licensor or licensee, or any worms or so called 'Trojan Horses' or logic bombs, or any back door, trap door or other access means or portal which would enable an entity or device to access any programs, data, systems or communications devices, without the knowledge or authorization of the owner, operator or user of the programs, data, systems or communications devices, or any other code typically designated to be a virus or other form of malicious code (each is a "Virus").
- i. Immediately upon the discovery or detection of any Virus in any Work Product of Supplier, Supplier will remove such Virus and will provide all necessary Services to minimize the impact of such Virus, including the verification and confirmation of the integrity, authenticity, accuracy and completeness of SOV Information which is or may have been affected by such Virus.
 - ii. Supplier will not, without the prior written consent of CGI, knowingly insert, introduce or include any means, code, enabling device or mechanism, that would have the effect of disabling or otherwise shutting down, adversely affecting, impairing or denying access to all or a portion of the Services or to any SOV Information or Resources, and with respect to disabling code that may be part of any Supplier Resources, will not invoke disabling code at any time under any circumstances. If at any time a licensor of Third Party Software invokes or threatens to invoke any disabling code in Third Party Software, Supplier will promptly inform CGI and use Supplier's best commercially reasonable efforts to preclude or immediately reverse such action.
 - iii. Supplier will provide such assistance and Services as are reasonably requested by CGI as a result of, or in the furtherance of any investigation of, any breach of security.
- (m) **Compliance with Laws.** Supplier and its permitted contractors will at all times comply with those Laws: (i) applicable to Supplier and Supplier's business, activities, Supplier's Facilities and the provision of Services hereunder, including Laws of any country or jurisdiction from which or through which Supplier provides the Services or obtains resources or personnel to do so ("**Supplier Laws**"); and (ii) applicable to SOV (including Insurance Industry Regulations) ("**SOV Laws**"), to the extent set forth in a Statement of Work, if any. Supplier shall implement (and bear the costs associated with) any change in Supplier Laws prior to the deadline imposed by the regulatory or governmental body having jurisdiction for such requirement or change. CGI shall be responsible for monitoring and interpreting SOV Laws, including changes in SOV Laws, and for identifying the impact of such SOV Laws (and changes thereto) on SOV's requirements. Supplier shall implement, subject to the Change Control Procedures, any change in SOV Laws to the extent specified in a Statement of Work prior to the deadline imposed by the regulatory or governmental body having jurisdiction for such

requirement or change; provided, however, that if CGI does not agree to pay any additional Charges identified by Supplier as part of the Change Control Procedures for a change in SOV Laws that is mandatory for CGI or SOV to comply with, CGI or Supplier may elect to terminate the affected portion of the Services upon notice to the other, and such termination shall be subject to the Change Control Procedures to document the scope of such termination and permit Supplier to recover the costs it incurs in connection with such termination. For avoidance of any doubt, such termination shall be a termination for convenience; however, the parties agree that termination for convenience fees specified in a Statement of Work shall not apply. If changes in Laws, in any way or to any extent, prevent Supplier from performing its obligations hereunder, Supplier shall develop and, subject to CGI's prior written approval, implement a suitable workaround until such time as Supplier can perform its respective obligations without such workaround. Supplier will be responsible for any fines and penalties imposed on Supplier, CGI, or SOV arising from any noncompliance by Supplier or Supplier Personnel of its obligations in this Section 23.2(m) except to the extent directed otherwise in writing by CGI.

(n) **Debarment.** Supplier certifies under pains and penalties of perjury that as of the Effective Date, neither Supplier nor any of Supplier's principals (officers, directors, owners or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs or programs supported in whole or in part by federal funds.

(o) **Certification Regarding Use of State Funds.** In the case that Supplier is an employer and this MSA is a "State Funded Grant" in excess of \$1,001, Supplier certifies that none of these State funds will be used to interfere with or restrain the exercise of Supplier's employee's rights with respect to unionization.

(p) **Export Control; Anti-Bribery.** Neither Supplier nor any Supplier Personnel are included on any list of entities maintained and updated by the Department of Commerce, Bureau of Industry and Security to whom the export of certain types of software is prohibited by United States' Laws, as updated from time to time ("**Entity List**") or list of individuals maintained and updated by the Department of Commerce, Bureau of Industry and Security to whom the export of certain types of software is prohibited by United States' Laws, as updated from time to time ("**Denied Persons List**") and Supplier shall never involve any entity or Supplier Personnel included on any Entity List or Denied Persons List in connection with the SOV account or any Services. Supplier shall provide, upon CGI's request and at any time new Supplier Personnel are assigned to the SOV account, a list of such Supplier Personnel and a statement confirming that such Supplier Personnel are not included on any Entity List or Denied Persons List. Supplier additionally acknowledges certain Software and technical data to be provided in connection with Services hereunder and certain transactions contemplated in connection with this MSA may be subject to export controls under the Laws of the United States and other countries and Supplier agrees and covenants Supplier shall not export or re-export any such items or any direct product thereof or undertake any transaction in violation of any such Laws. Supplier shall be responsible for, and shall coordinate and oversee, compliance with such Laws in respect of such items exported or imported hereunder and Supplier shall include with copies of all SOV Software provided by CGI to Supplier that Supplier is permitted to use outside of the United States specific documentation stating that "These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion or re-export contrary to U.S. law is prohibited." Supplier has not violated Laws or any policies referenced herein regarding the offering of inducements in connection with this MSA.

(q) **Consents, Licenses and Permits.** As part of the Services, except as otherwise expressly set forth herein or in a Statement of Work, Supplier will be responsible for obtaining, maintaining and complying with all applicable licenses, authorizations, consents, approvals and

permits required of Supplier in connection with the performance of Services and to otherwise carry out Supplier's obligations under each Statement of Work. Supplier will have financial, management and compliance responsibility for, and will pay, all fees and taxes associated with such licenses, authorizations, consents, approvals and permits.

(r) **Date-Related Processing.** All Services, and all Supplier Resources, do and will operate in a manner which is consistent with their intended use and which prevents ambiguous or erroneous output with respect to all date-related data and functions. For the avoidance of ambiguity, neither the operation or use, nor any results, data or information processed, derived, arising from, generated or transmitted in connection with the Services, shall be incorrect, invalid or adversely affected in any manner based on a change in year, century or otherwise in connection with any date or dates.

(s) **Facilities; Labor Conditions.** In all respects under any and all circumstances:

- i. Supplier shall comply with the requirements of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Supplier shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs and activities provided by Supplier under this MSA and any Statement of Work. Supplier further agrees to include this provision in all subcontracts.
- ii. Supplier shall not use child labor (*i.e.*, individuals under the age of majority), nor any forced or compulsory labor in any form, including, but not limited to, prison, indentured, political, bonded or otherwise. Deposits or similar arrangements shall not be required as a condition of employment.
- iii. Supplier shall not discriminate based on race, creed, gender, marital or maternity status, religious or political beliefs, age, sexual orientation, or gender identity. Supplier decisions related to hiring, salary, benefits, advancement, termination or retirement shall be based solely on the ability of an individual to do the job and the performance of the individual on the job.
- iv. Supplier shall implement and maintain management practices that respect and recognize the dignity of individual employees, the rights of free association, the right to a work place free of discrimination, harassment, abuse or corporal punishment and all other legal rights.
- v. Supplier shall provide at least the legal minimum wage or the prevailing industry wage where the facility is located to each employee. Supplier shall provide each employee a clear, written accounting for each wage period and shall not deduct for performance or disciplinary issues.
- vi. Supplier shall provide each employee with all legally mandated benefits.
- vii. Supplier shall comply with the legally mandated work hours and compensate employees for all time worked according to Laws, including overtime work and training. Supplier shall not require any employee to work more than sixty (60) hours per week or local limits if lower, including overtime, except in extraordinary business circumstances. Supplier shall provide employees with at least one (1) day off in seven (7) days.
- viii. Supplier shall provide employees with a safe and healthy workplace that does not expose employees to hazardous conditions. Supplier shall have written health, safety and environmental guidelines and policies, including those applying to employee residential facilities, where applicable.

- ix. Supplier shall maintain on file all documentation needed to demonstrate compliance with the foregoing representations and warranties and agrees to make such documentation available to CGI with or without prior notice. Supplier shall publicize and enforce a non-retaliation policy that permits employees to speak with CGI, SOV or its auditors without fear of retaliation by Supplier or its management.

23.3 Supplier is not responsible for any claimed breaches of the foregoing warranties caused by: (i) modifications made to the item in question by anyone other than Supplier and its subcontractors working at Supplier's direction, or pursuant to written directions or instructions from Supplier; (ii) the combination, operation or use of the item with other items Supplier did not supply or that are not so described in the documentation provided by Supplier; (iii) CGI's or SOV's misuse of the Service in violation of the terms of this Agreement or applicable Law; or (iv) Supplier's adherence to CGI's or SOV's written specifications or written instructions in each case provided or approved in writing by an authorized CGI representative, or use of erroneous data inputs provided by or on behalf of SOV (to the extent Supplier did not know such data was erroneous and Supplier was not obligated under this MSA to validate the accuracy of such data).

23.4 Disclaimer of Warranty. EXCEPT AS SPECIFIED IN THIS MSA, NEITHER SOV NOR SUPPLIER MAKES ANY OTHER REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THIS AGREEMENT AND EACH EXPLICITLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

24. INSURANCE.

24.1 Required Insurance Coverage.

- (a) Throughout the Term, Supplier shall maintain in force, at minimum, the insurance coverage described below. All subcontractors must comply with required insurance requirements as set forth in this Article. Any exceptions must be approved by SOV. Additional insurance coverage(s) may be required under a Statement of Work.
- i. Commercial General Liability Insurance, including Products/Completed Operations and Advertising Injury coverage, with a per occurrence limit of \$1,000,000 and an aggregate limit of \$2,000,000.
 - ii. Automobile liability Insurance covering use of all owned, non-owned and hired automobiles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage liability.
 - iii. Worker's Compensation Insurance or any alternative plan or coverage as permitted or required by applicable Laws and employers liability insurance with a minimum occurrence limit of \$500,000/employee.
 - iv. Crime Insurance including Employee Dishonesty and Computer Fraud for loss arising out of or in connection with fraudulent or dishonest acts committed by the employees of Supplier, acting alone or in collusion with others, in a minimum amount of \$2,000,000 per loss.
 - v. Errors and Omissions/Professional Liability Insurance for an error or omission arising out of the professional services provided by Supplier including Network Security and Privacy Liability in an amount of at least \$1,000,000 per claim, and \$2,000,000 in the aggregate.

- vi. Network Security and Privacy Liability, including coverage for breach, theft, unauthorized disclosure, alteration, corruption, destruction or deletion of information stored or processed on a computer system, the failure to prevent the transmission of malicious code, and remediation expenses (including forensics and attorneys' fees); as well as the notification requirements mandated by state and federal laws, in an amount of at least \$1,000,000 per claim/aggregate. This coverage can also be included within the professional liability coverage.
 - vii. Umbrella policy providing excess limits over the primary policies in an amount not less than \$2,000,000.
- (b) If for any reason such policy insurer cancels or fails to renew such policy, Supplier shall immediately purchase a replacement policy containing substantially the same terms as such policy and including a Prior Acts Coverage Endorsement effective from the Effective Date or a run-off "tail" policy effective for a period of three (3) years following the later of the expiration or earlier termination of the Term or the expiration or termination of the last Statement of Work Term.
- (c) The insurance policies required hereunder shall be primary and not contributory with any liability coverage carried by CGI or any other party. The Commercial General Liability and Automobile policies shall name CGI as additional insured and provide for severability of interests. Supplier hereby waives to the maximum extent permitted by law and to the maximum extent consistent with the requirements of Supplier's existing policies with its insurers any right of subrogation it may have against CGI, its officers, employees and agents.

24.2 Performance Bond – Deleted.

24.3 General Insurance Requirements. All insurance policies Supplier is required to carry pursuant to this Section shall: (a) be primary and non-contributing with respect to any other insurance or self-insurance CGI may maintain; (b) name CGI and its officers and employees as additional insureds on the Commercial General Liability and Automobile Policies, as such parties' interests may appear with respect to this MSA and any Statement of Work (except as to the insurance described in Section 24.1(a)(iii), 24.1(a)(v) and 24.1(a)(vi)); (c) be provided by reputable and financially responsible insurance carriers approved by SOV, with an A.M. Best's minimum rating of "A-" and minimum Best's financial size category of "X"; (d) and require that the insurer endeavor to notify CGI in writing at least thirty (30) days in advance of cancellation (and Supplier shall in any event provide CGI with such notice at least thirty (30) days in advance of cancellation unless Supplier has not been so informed by its insurer) and (e) in the case of the Commercial General Liability policies, and subject to the requirements of Supplier's existing policies with its insurers, use reasonable efforts to cause all other insurance policies to include a waiver of all rights of subrogation against CGI. Each insurer under each such policy shall be amenable to suit and collection of any judgment in the State of Vermont. Supplier shall provide a certificate of insurance issued by their insurance broker (as well as updates to such certificate at each policy renewal) evidencing the coverage. If Supplier is unable to provide the insurance coverage specified in this Article then CGI shall be entitled, on commercially reasonable terms, to obtain all or any portion of such coverage at Supplier's sole cost and expense, and the premiums paid by CGI therefor shall not be subject to any limitations set forth in Article 25; provided that Supplier shall have the right, within sixty (60) days, to cure any failure to provide insurance hereunder so long as coverage does not lapse, and if coverage has lapsed or a lapse is imminent, then Supplier shall not be entitled to cure except as consented to by CGI in its reasonable discretion.

24.4 Indemnification by Supplier. Supplier shall defend, indemnify and hold CGI and its officers and employees harmless from and against all Losses arising from, in connection with or relating to, third party claims, actions and/or allegations (where "third party" does not include CGI or any CGI affiliate) to the extent caused by or arising from any of the following:

- (a) Failure of Supplier or Supplier's Affiliates to perform any obligations required to be performed by either of them under a contract between either of those parties and the third party making the claim;
- (b) Breach of Supplier's warranty set forth in Section 23.2(g) [Ownership; Non-Infringement];
- (c) Deleted;
- (d) Willfully malicious, fraudulent, or criminal acts or omissions of Supplier or Supplier Personnel;
- (e) Deleted;
- (f) Deleted;
- (g) Deleted;
- (h) any theft of SOV's Resources, property or funds by Supplier or any Supplier Personnel;
- (i) any actual, alleged, threatened or potential violation or contravention of any Laws applicable to Supplier by Supplier or Supplier Personnel;
- (j) death of or injury to any individual, to the extent caused by the tortious conduct of Supplier or any entity acting for, in the name of, at the direction or supervision or on behalf of Supplier; and
- (k) damage to, or loss or destruction or, any real or tangible personal property to the extent caused by the tortious conduct of Supplier or its contractors.

24.5 Infringement. If any Supplier Resources or other goods, services or items (hereinafter, an "item") is, or in Supplier's reasonable opinion is likely to become, the subject of an infringement or misappropriation claim or proceeding, Supplier will, in addition to indemnifying CGI and honoring CGI's other rights under this MSA and all Laws, promptly take the following actions at no additional charge to CGI: (i) secure the right to continue using the item; (ii) if (i) is not reasonably available to Supplier, replace or modify the item to make it non-infringing, provided that the replacement or modification will not degrade performance or quality of the Services and performs substantially the same or equivalent function with the same or equivalent operating characteristics; or (iii) if (ii) is not reasonably available to Supplier, remove the item from the Services and the parties agree to equitably adjust the Charges associated with such item to reflect the diminished value to CGI of such removal.

24.6 Indemnification Procedures. Promptly after receipt of any written claim or notice of any action or incident giving rise to a claim for indemnification ("Claim"), CGI shall notify Supplier and provide copies of such Claim and any documents relating to same in its possession or any other relevant information. No failure of CGI to so notify Supplier shall relieve Supplier of its indemnification obligations except to the extent, but only to the extent, the failure or delay is prejudicial. Supplier shall have sole control over the defense and any settlement of such Claim; provided, however, that (i) CGI shall be entitled to participate in the defense of such Claim and to employ counsel at its own expense to assist in the handling of such Claim, and (ii) without CGI's written consent, Supplier may not admit that CGI or SOV has any liability, obligate CGI or SOV to pay any non-reimbursable sum or make any admission of a wrongdoing by CGI or SOV in conjunction with the defense or as a result of settlement of the Claim.

24.7 Disclaimer of SOV Indemnification Obligations. Supplier acknowledges and agrees that the laws and the public policy of the State of Vermont prohibit the State from agreeing to indemnify contractors and other parties. Supplier agrees that to the extent this MSA or any Statement of Work expressly provide for or imply indemnification of Supplier and/or other third parties by SOV, such actions shall be waived and have no force and effect with respect to SOV.

25. LIMITATION OF LIABILITY.

25.1 General Intent - Deleted.

25.2 Limit on Types of Damages Recoverable.

- a) If either party should become liable for damages or other amounts under or in connection with this Subcontract (including without limitation, for breach of contract, breach of warranty, violation of law, except for HIPAA violations damages set forth in the Statement of Work, or negligence or other tort claim, or for payment of indemnification amounts under this Subcontract), each party will be liable only in the aggregate for the amount of the other party's actual damages or indemnification amounts as required hereunder, up to a maximum amount equal to the amount of fees paid to Supplier by CGI in the twelve (12) months before the claim was made. In the event of a breach, or alleged breach of either party's obligations under section 7 of the Subcontract or section 21 or section 22 (other than Section 22.2) of this Exhibit B, the breaching party's liability under the Subcontract in the aggregate shall increase to two (2) times the value of all Statements of Work under the Subcontract.
- b) 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 and regardless of the form of action, whether in contract, tort, negligence, strict liability, violation of law (except for HIPAA violations damages set forth in the Statement of Work), or by statute or otherwise. 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 the payment of settlements, costs, damages and legal fees referred to in Section 8.C. of the Subcontract, or to any claims for reimbursement under Sections 9.A and 9.B of the Subcontract, any statutory HIPPA violation damages as set forth in the Statement of Work, or any fraud, or willful misconduct. The limitations of liability set forth in this Section 25.2 will survive and apply notwithstanding the failure of any limited or exclusive remedy for breach of warranty set forth in the Subcontract.

25.3 Exclusions Not Applicable - Deleted.

25.4 Duty to Mitigate. Each party shall have a duty to mitigate damages for which the other party is liable.

25.5 Intentionally Deleted.

25.6 Force Majeure. Neither Supplier nor CGI shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third

parties (except Subcontractors). Additionally, such events shall include action by the State or federal governments including repeal of the Affordable Care Act. The events covered in this Section shall be reason for CGI to initiate a termination for convenience and to compensate Subcontractor according to the term of this Agreement.

26. TERMINATION.

26.1 Termination by Supplier for Cause - Deleted.

26.2 Termination by SOV for Cause - Deleted.

26.3 Other SOV Termination Rights - Deleted.

26.4 Adjustment of Charges Upon Termination - Deleted.

26.5 Extension of Termination Effective Date - Deleted.

26.6 Effect of Termination - Deleted.

26.7 Termination Assistance.

- (a) Commencing six (6) months prior to the expiration of this MSA or any Statement of Work or such earlier date as CGI may request, or commencing upon notice of termination or non-renewal of this MSA or any Statement of Work for any reason, and continuing through the effective date of expiration or termination thereof, Supplier will provide CGI or its designee (collectively, "**Successor**"), such termination assistance services as are required to allow the Services to continue without interruption or adverse effect and to facilitate orderly migration and transfer of the Services to the Successor ("**Termination Assistance**"). Without limiting the generality of the foregoing:
- (b) If CGI is entitled to a license, sublicense or other right to use any Equipment or Software owned, leased or licensed by Supplier and utilized in performing the Services, Supplier will provide for the license, sublicense, lease or other right, as applicable, as part of Termination Assistance.
- (c) Once the parties have reached agreement on the nature and scope of the Termination Assistance, Supplier shall provide to CGI a reasonable, good faith estimate of the entire cost thereof, and such Charges shall be billable in accordance with the parties' previously agreed upon billing practices and as further set forth herein. Unless the parties have agreed in writing in advance that the amount paid by CGI will constitute a fixed settlement price for Termination Assistance and all then undisputed, unpaid billed and unbilled Services through the effective date of termination, upon Supplier's completion and CGI's acceptance of all services relating to the Termination Assistance, Supplier shall deliver to CGI reasonably detailed invoices covering such Services and all Services performed through the effective date of termination not previously invoiced, which shall be prepared based upon all of the rates and Charges contained in Supplier's estimate or, if applicable and not included in the estimate, the applicable Statements of Work (as same may have from time to time been amended by the parties as specifically permitted herein). To the extent that the total amount paid by CGI is more than the total amount of the final invoices relating thereto (after giving effect, if applicable, to the resolution of any properly disputed amounts), Supplier shall promptly refund CGI the difference. To the extent that the amount paid by CGI is less than the total amount of such invoices (after giving effect, if applicable, to the resolution of any properly disputed amounts), CGI shall promptly pay to Supplier the difference.
- (d) Supplier acknowledges that, if it were to breach, or threaten to breach, its obligation to provide CGI with Termination Assistance, CGI would be immediately and irreparably harmed and monetary compensation would not be measurable or adequate. In such circumstances, CGI shall be entitled to obtain such injunctive, declaratory or other equitable relief as CGI deems necessary to prevent such breach or threatened breach, without the requirement of posting any bond and Supplier waives any right it may have

to allege or plead or prove that CGI is not entitled to injunctive, declaratory or other equitable relief. If the court should find that Supplier has breached (or attempted or threatened to breach) any such obligations, Supplier agrees that without any additional findings of irreparable injury or other conditions to injunctive or any equitable relief, Supplier will not oppose the entry of an order compelling its performance and restraining Supplier from any further breaches (or attempted or threatened breaches).

27. DISPUTE RESOLUTION - Deleted.

28. GENERAL.

28.1 Independent Review. Supplier acknowledges and agrees that SOV is required pursuant to 3 V.S.A. § 2222 to obtain an independent expert review of this Agreement and the services to be rendered hereunder, which review shall be commenced as soon as practicable after the Effective Date of this Agreement. Such review will include, as required by law: (A) an acquisition cost assessment; (B) a technology architecture review; (C) an implementation plan assessment; and (D) a cost analysis and a model for benefit analysis. Upon completion of the review, and upon CGI's request, Supplier shall meet with CGI to discuss the results and Supplier will cooperate with CGI to address any aspects of the Agreement or services that are identified in the review as CGI deems necessary. Supplier acknowledges and agrees that if necessary and as required by CGI, the Agreement and/or the applicable Statement(s) of Work will be amended to address the issues identified in the review.

28.2 Assignment - Deleted.

28.3 Expenses. In this MSA, unless otherwise specifically provided herein or in a Statement of Work, all costs and expenses (including the fees and disbursements of legal counsel) incurred in connection with this MSA and the performance of the transactions and obligations contemplated by this MSA shall be borne by the party incurring such expenses.

28.4 Reliance by SOV on Representations. All payments by SOV under this MSA or any Statement of Work will be made in reliance upon the accuracy of all prior representations by Supplier, including but not limited to bills, invoices, progress reports and other proofs of work.

28.5 Supplier Bankruptcy. Supplier acknowledges that if Supplier, as a debtor in possession, or a trustee in bankruptcy in a case under Section 365(n) of Title 11, United States Code (the "Bankruptcy Code"), rejects this MSA, SOV may elect to retain its rights under this MSA as provided in Section 365(n) of the Bankruptcy Code. Upon written request of SOV to Supplier or a bankruptcy trustee, Supplier or such bankruptcy trustee shall not interfere with the rights of SOV as provided in this MSA, including the right to obtain the SOV Information.

28.6 No Gifts or Gratuities. Supplier shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of SOV during the Term.

28.7 Copies. All written reports prepared under this MSA will be printed using both sides of the paper.

28.8 Amendment; Waiver - Deleted.

28.9 Further Assurances. Each party shall provide such further documents or instruments required by the other party as may be reasonably necessary, appropriate or desirable to give effect to this MSA and to carry out its provisions.

28.10 Severability. - Deleted.

28.11 Notices. The following contacts are in addition to the contacts in the Agreement.

For purposes of notice under Access to Public Records Act:

Dani Delong
Public Records Officer

Department of Vermont Health Access
312 Hurricane Lane
Williston, VT 05495
Ph: (802) 879-5901
Fax:(802) 879-5962
Dani.delong@state.vt.us

For purposes of notice in the event of a security breach:

Michael K. Morey
Chief Information Officer
Department of Information and Innovation
Phone: (802) 828.1144
Email: michael.morey@state.vt.us

With a Required Copy in all cases to:

Allan W. Ruggles
Assistant Attorney General
Department of Vermont Health Access
312 Hurricane Lane
Williston, VT 05495
Ph: (802) 879-5901
Fax:(802) 879-5962
Allan.ruggles@state.vt.us

28.12 Survival. Any provision of this MSA which contemplates performance or observance subsequent to any termination or expiration of this MSA or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this MSA.

28.13 Independent Contractors; Independence - Deleted.

28.14 Third Party Beneficiaries. Nothing in this MSA, express or implied, shall or is intended to confer on any other entity, any rights, benefits, remedies, obligations or liabilities of this MSA, other than the parties, their respective successors or permitted assigns.

28.15 Entire Agreement - Deleted.

28.16 Execution and Transmission of Executed Agreement - Deleted.

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Exhibit B-1
Intellectual Property Rights Agreement

The employee or Employee/Contractor signing below (the "Employee/Employee/Contractor") understands and acknowledges that the ownership and protection of intellectual property and confidential and proprietary information is of critical importance to Exeter Group, Inc. ("Company") and its customers. The term "customer" includes all persons or entities for whom Company performs services or with whom Company works or cooperates for any purpose. This Agreement sets forth certain terms and conditions under which the Employee/Contractor will perform services for the benefit of Company or its customers (the "Services") as part of a project or projects agreed to between Company and Employee/Contractor. This Agreement applies in addition to any other agreement between Company and Employee/Contractor governing the performance of Services.

1. Employee/Contractor agrees and acknowledges that he or she may create or participate in the development of inventions, discoveries, improvements, and original works of authorship, including, without limitation, derivative, joint, and collective works and compilations (collectively, "Works"). The term "Works" includes all ideas or items produced or created by Employee/Contractor (or any person furnished by Employee/Contractor, if applicable) in the course of performing the Services, whether alone or jointly with others.
2. Employee/Contractor will promptly disclose to Company any Works of which he or she becomes aware. Employee/Contractor agrees that all Works that he or she creates or helps develop under this Agreement will be the property of, and owned by, Company and will be considered "works made for hire". Company will have all rights, title and interest in and to all Works, including without limitation copyrights, patents, trade secrets, and other proprietary, intellectual, industrial and moral rights of whatever nature ("Intellectual Property Rights"). In the event any such Works are, for whatever reason, deemed not to constitute a "work made for hire," the Employee/Contractor does hereby assign to Company all such Intellectual Property Rights, for good and valuable consideration, the sufficiency of which is hereby acknowledged. Company's rights in and to each Work will vest on the date each Work is produced or created. Further, as between Company and Employee/Contractor, Company's and its customers' ideas and requirements disclosed to Employee/Contractor in writing or orally are owned by Company. Employee/Contractor agrees to give Company at no additional charge all assistance reasonably required to vest in Company throughout the world all Intellectual Property Rights in the Works, including without limitation providing written assignments and waivers of such Intellectual Property Rights in favor of Company, its affiliates and customers from Employee/Contractor and the personnel furnished by Employee/Contractor. If under applicable law Employee/Contractor is deemed to retain any rights in any Works, to the maximum extent allowed by applicable law, Employee/Contractor:
 - a) irrevocably assigns to Company all rights , including Intellectual Property Rights, that he or she retains; or, if such assignment is invalid or insufficient,
 - b) irrevocably waives its moral and authorship rights in all Works, including without limitation rights of attribution and integrity; or, if such waiver is invalid or insufficient,
 - c) consents to Company's and its customers' use and infringement of the rights Employee/Contractor retains in the Works; or, if such consent is invalid or insufficient,
 - c) agrees that in perfecting and protecting his or her rights, Employee/Contractor will refrain from interfering with Company's and its customers' use of any Works.

3. Except as otherwise specifically directed by Company, Employee/Contractor will not, without the applicable owner's written permission: (a) reproduce any copyrighted, patented, confidential or proprietary material owned by a third party (collectively, "Third Party Materials"), even if the material does not carry a copyright or other restrictive notice; (b) provide to Company or any customer, or induce Company to use or provide, any Third Party Materials; or (c) develop any Works, or provide any advice or other services to Company or its customers, containing Third Party Materials Employee/Contractor obtains from sources other than Company.
4. Company "Confidential Information" means information belonging to or in the possession or control of Company, its customers or its suppliers which is of a confidential, proprietary, or trade secret nature, including without limitation all business information, technological information, intellectual property, Works, business processes and methods, customer lists, and other information that belongs to Company, its customers or its suppliers, related to Company's business, technology, products, customers, personnel or finances, that Employee/Contractor has access to while performing the Services and that are not readily available to the general public (collectively, "Confidential Information").
5. As between Company and Employee/Contractor, Confidential Information will remain the exclusive property of Company, and Employee/Contractor will not be deemed by virtue of this Agreement or any access to Company's Confidential Information to have acquired any right, title or interest in or to the Confidential Information. Employee/Contractor will preserve and protect all Company Confidential Information and Employee/Contractor will not disclose the existence, source, or content of Confidential Information, except to Company employees on a need-to-know basis, and to third parties (including persons provided by Employee/Contractor to perform Services) who are specifically authorized by Company to receive it and who have entered into appropriate agreements for the protection of the Confidential Information. Employee/Contractor will not use any Confidential Information for any purpose other than for the benefit of Company, and never for Employee/Contractor's own benefit or that of any third party other than the Company customer for whom its use is intended. In addition, unless Employee/Contractor receives permission from Company to do so, Employee/Contractor will not: (i) remove any Confidential Information from Company or customer premises; (ii) copy or reverse-engineer any Confidential Information; or (iii) keep any Confidential Information relating to a customer's project in its possession at the conclusion of the Services. Upon expiration or earlier termination of this Agreement or whenever requested by Company, Employee/Contractor will return any Confidential Information immediately.
6. Employee/Contractor will not make disparaging statements (written or oral) to any third party with respect to any services, software or other products offered or performed by Company. Employee/Contractor will not make any disclosure that contains any information relating to the business of Company or its customers or that identifies Employee/Contractor as doing work for Company or its customers without receiving prior written consent from an officer of Company.
7. Employee/Contractor acknowledges that a breach, or attempted or threatened breach, by it of any part of this Agreement could cause Company to suffer irreparable injury for which there would be no adequate monetary remedy, and that Company will be entitled (in addition to its other remedies) to obtain injunctive and other conservatory relief. Employee/Contractor further acknowledges that Company shall have the right to bring any action, claim, or suit for damages or other relief upon any breach by Employee/Contractor of its obligations under this Agreement; and Company shall have the right to assign any or all of its rights under this Agreement without Employee/Contractor's express consent.

8. The provisions of this Intellectual Property Rights Agreement are severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provision. If any provision is deemed to be or becomes unenforceable, Company may substitute an enforceable provision that preserves the parties' original intentions and economic positions to the maximum extent legally possible.

Print Name: _____

Signature: _____

Date: _____

Exhibit F-1

Background Checks

Supplier shall perform the following background checks as required by the parties' Master Services Agreement:

- (a) Social Security verification – uses credit bureau header records or a similar type of database, to develop AKA's, residential history, and likelihood of SSN belonging to candidate;
- (b) seven year criminal history (felony, misdemeanor), based on residence, education and employment addresses – reviews criminal history based on all names provided and developed, all jurisdictions provided and developed; county and federal levels;
- (c) National Criminal Locator (NCRL) – reviews criminal history based on review of jurisdictions in which the candidate may have a criminal record; and
- (d) Global Watch Alert (GWA) - a check of numerous government watch lists that include individuals, organizations, and companies that have been placed on watch status by the United States Government, European Union, United Nations Security Council, World Bank or foreign governments.

No Supplier Personnel shall be placed on the project with SOV until any required investigation is complete; provided, however, that background checks on Supplier Personnel that otherwise comply with this Exhibit F-1 and were conducted no more than twelve (12) months prior to placement with SOV shall be considered complete.

No Supplier Personnel will be placed on the project when a felony conviction is present or a misdemeanor conviction that involves a crime against a person; a crime involving the use or misuse of computer network; a crime involving weapons, explosives or arson; a crime involving trade secret/proprietary information; a crime involving theft, dishonesty, embezzlement, breach of fiduciary duty, identity theft, or other financial-related crimes, or a crime involving illegal drugs and/or controlled substances.

Exhibit H

Change Control Procedures

1. Change Control Procedures

1.1 The SOV and Supplier acknowledge and agree that performance of Services may require the continued and dynamic setting of priorities based on, among other things, changing volumes, transactions, products, operations, business processes and services, the marketplace, legal and regulatory requirements or any other changes necessary to satisfy SOV's on-going requirements, as well as the dynamic changes that are anticipated to occur in the Insurance Industry Regulations. The SOV and Supplier shall use the following Change Control Procedures to implement any and all changes to the Services set forth in a Statement of Work.

1.2 From time-to-time during the Statement of Work Term, SOV may request changes to the Services, without limitation, to respond to changing industry requirements or requests from changes of SOV's Clientele, improve the efficiency of or enhance existing Services, reduce SOV's cost for Services under the Statement of Work, take advantage of technological, operational or economic opportunities that arise during the Statement of Work Term or otherwise. SOV's request for changes may be initiated by recommendations, suggestions or proposals from Supplier, third parties, including Affiliates, subcontractors, agents and representatives of Supplier or initiated by SOV, or SOV Clientele. Supplier acknowledges and specifically agrees that, consistent with the provisions of Section 4.2 of the MSA [Changes to Statements of Work], unless specified to the contrary on a Statement of Work (and then only within the specific parameters and under the conditions specified therein) under absolutely no circumstances shall Supplier modify, alter, eliminate, diminish or otherwise change any technology, operations, processes, methodologies or other means by or through which the Services are provided hereunder, whether or not Supplier believes, in good faith, there will not be any adverse effect on any Service, feature, function or capability or the quality, performance or level thereof, unless and until Supplier has obtained SOV's specific and explicit approval and consent in writing thereto, which SOV may withhold in its sole and absolute discretion.

1.3 All changes to the computer systems used by Supplier to provide Services shall be subject to a change management process implemented by the SOV and Supplier to document, test and accept such changes and then migrate them into production according to industry best practices.

2. Proposal and Consideration of Changes

2.1 Through a process of mutual consultation and discussion regarding any proposed change to Services, Supplier will prepare and present to SOV for review and evaluation, materials and information which define, describe and identify, the nature and extent of the change to Services contemplated hereunder. Supplier shall include a comprehensive analysis and statement of the material impact and effect of such change on each and every aspect of the Services, whether applicable to the particular Statement of Work or any other Statement of Work or Services. The information and materials prepared for SOV's review and consideration hereunder shall be no less comprehensive or detailed and shall be prepared with the same

degree of care and specificity as is required under the MSA for the preparation of Statements of Work.

2.2 The Statement of Work Project Managers and, if necessary or desirable, the SOV Executive and the Supplier Account Manager and/or respective Supplier Statement of Work Project Managers and/or their respective designees knowledgeable in the Statement of Work involved, shall meet to review the documentation, coordinate the review and evaluation of proposed changes and make recommendations to their respective management as to the potential approval or rejection of any changes. For the SOV, the Deputy Commissioner of the Exchange will approve or reject proposed Change Requests; Change Requests approved by the Deputy Commissioner will then be provided to the Department of Vermont Health Access Business Office for processing and, if required, amendment of the MSA. At any time during this process, SOV may either reject any or all proposed changes and discontinue consideration or agree to proceed with the preparation of an order reflecting such changes ("**Change Order**"). If SOV wishes to proceed with the consideration of any such proposed changes, SOV shall so notify Supplier, specifying the Requirements applicable to such change and any other terms and conditions SOV deems appropriate and/or necessary for its evaluation and consideration and which shall, if mutually agreed upon by the SOV and Supplier, be incorporated into any Statement of Work resulting from the foregoing process.

3. Services Change Orders

3.1 Either SOV or Supplier will be able to submit a written request for any change (a "**Change Request**") using the Change Request form included at the end of this document. Within ten (10) days after SOV and Supplier have mutually agreed upon the details to be included in a Change Order and Supplier receives a notification from SOV to proceed in any particular case, consistent with the procedures above, Supplier shall prepare and provide to SOV a Change Order substantially in the form of Attachment H1, which is attached and forms a part of this Exhibit H. Each Change Order shall include the applicable schedule for implementing the proposed change in the Services in the form of a Milestone Schedule, the applicable Service Levels, Requirements, resources required, Charges (either increased or decreased) applicable to the changed or new Services involved and/or affected, and the applicable Acceptance Test, all as provided in the MSA and as may be further supplemented by the applicable Statement of Work, together with all other information required under the Change Order or otherwise applicable to the change and its actual and potential effect on the Services, including any updates or changes to the existing Services, Documentation or otherwise. Charges under a Change Order shall be consistent with and proportional to the Charges under the applicable Statement of Work.

3.2 Once submitted to SOV, each Change Order shall constitute an offer by Supplier to provide, deliver and implement the changes to the Services described therein, on the terms set forth therein, and shall be irrevocable for a period of sixty (60) days. SOV shall review and may provide Supplier with comments regarding a proposed Change Order, and Supplier shall respond to such comments, if any. The Change Order ultimately entered into by SOV and Supplier shall contain only the final promises, representations and warranties, which have been

mutually agreed upon by SOV and Supplier, subsequent to any initial information, commentary, modifications, etc., which may have been exchanged during discussions and contained in drafts of the proposed Change Order.

3.3 Without an explicit request for additional time from SOV, if no modifications are made to the proposed Change Order or if modifications are accepted and approved by SOV, it will become effective and constitute an amendment to the Statement of Work(s) involved and referenced therein, only when approved, accepted and duly executed by authorized officers of SOV and Supplier. SOV's failure to approve or reject and/or to execute any Change Order in writing, shall be deemed a rejection of Change Order, without liability or obligation of any kind, and no Change Order shall be implemented, deemed effective or applicable to any Statement of Work or any Services hereunder unless and until duly executed by authorized officers of SOV and Supplier.

3.4 Supplier shall specifically include, in each proposed Change Order, a description of the impact that it reasonably believes any modification contained in the Change Order will have on the Services.

4. Cancellation, Suspension and Delay of Change Orders

4.1 SOV may, upon written notice to Supplier given at any time or times after a Services Change Order has been executed by SOV and Supplier, cancel, suspend or delay the implementation, effect or continuation of any change to Services or any Services Change Order, in whole or in part if, in SOV's sole judgment and discretion and for any reason, SOV's business needs so require; provided, however, that the Change Order may contain a term during which the changes described therein shall be effective without such right to terminate for convenience, and in such event, the terms of the Change Order shall control. In the event of a cancellation, suspension or delay as permitted hereunder, Supplier shall only be entitled to charge SOV for any actual Services thereunder previously rendered and/or any actual, unavoidable, incremental, Out-of-Pocket Expenses paid by Supplier (without mark-up of any kind) in implementing such Change Order up to the date SOV cancelled, suspended or delayed such Change Order, not to exceed the total amount authorized under the Change Order.

4.2 With respect to any Change Order which has been suspended or delayed by SOV as permitted hereunder, SOV may, by written notice to Supplier at any time or times: (i) require the resumption and continuation of such Change Order; and/or (ii) may request modifications to all or any portion of the Change Order which, if SOV and Supplier, agree in writing, shall constitute an amendment and be incorporated into the Change Order for all purposes thereafter to enable such Services Change Order to resume or be continued; or (iii) permanently and completely cancel such Change Order, in which event such Change Order shall be deemed terminated and of no force and effect whatsoever, without further obligation or liability of any kind with respect thereto.

5. Independent Review of Change Orders

Supplier acknowledges and agrees that any Change Order is subject to the review of SOV's independent verification and validation vendor and that any Change Order will be amended to address the issues identified in the review.

Attachment H1

Form of Change Order

STATEMENT OF WORK NUMBER: _____

CHANGE ORDER NUMBER: _____

CHANGE ORDER EFFECTIVE DATE: _____

PART 1- KEY CONTACT INFORMATION

1. SOV Statement of Work Manager Contact Information:

Name:

Address:

Telephone:

Fax:

Email:

2. Supplier Statement of Work Manager Contact Information:

Name:

Address:

Telephone:

Fax:

Email:

3. Description of Requested Change to Services:

4. Description of Proposed Change:

5. Impact of Proposed Change:

6. Documentation:

7. Implementation Plan:

8. Milestone Schedule:

9. Resource Requirements:

10. Acceptance Test:

11. Additional Information:

12. Charges:

a. Increase/Decrease:

b. New:

13. Additional Information, Terms and Conditions applicable to this Services Change Order:

IN WITNESS WHEREOF SOV and Supplier have executed this Change Order to the Statement of Work identified above as of the Change Order Effective Date.

State of Vermont

By: _____

Name: _____

Type or Print

Title: _____

[SUPPLIER]

By: _____

Name: _____

Type or Print

Title: _____

EXHIBIT K

Business Associate Agreement

This Business Associate Agreement ("Agreement") is effective as of the Effective Date specified below by and between Exeter Group, Inc. ("Business Associate") and CGI Technologies and Solutions Inc. ("CGI") on behalf of the State of Vermont and its agencies (the "State") for which Business Associate provides services pursuant to one or more services agreements entered into between the parties ("collectively "Services Agreement").

CGI and Business Associate mutually agree to the terms of this Agreement in order to comply with the HIPAA Rules, as defined below.

This Agreement is effective as of January 30, 2013 or the effective date of the Services Agreement if earlier ("the Effective Date").

1. Definitions

- (a) "Breach" shall have the same meaning as the term "Breach" in 45 CFR 164.402.
- (b) "HIPAA Rules" shall mean collectively, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, PL 111-5 (the "HITECH Act"), any regulations and guidance issued pursuant to HIPAA and/or the HITECH Act and any applicable state privacy and security laws.
- (c) "Individual" shall have the same meaning as the term "individual" in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g) or other applicable federal or state law.
- (d) "Protected Health Information" shall have the same meaning as such term as defined in 45 CFR 160.103, but limited to information created, accessed or received on behalf of STATE.
- (e) "Satisfactory Background Screening" shall mean, collectively (1) national federal criminal database check; (2) seven-year county of residence criminal conviction search; and (3) in each of (1) and (2) above, containing no felony or misdemeanor conviction that related to fraud or theft (including but not limited to, shoplifting, larceny, embezzlement, forgery, credit card fraud, or check fraud), the disposition of which is within seven years, as allowed by law.
- (f) "Secure" shall mean to render unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of the HITECH Act.
- (g) "Successful Security Incident" shall mean any Security Incident (as defined in 45 CFR 164.304) that results in the unauthorized use, access, disclosure, modification or destruction of electronic Protected Health Information.

All capitalized terms used in this Agreement and not defined elsewhere herein or in the Services Agreement shall have the same meaning as those terms as used or defined in the HIPAA Rules.

2. Obligations of Business Associate with respect to Use and Disclosure of Protected Health Information

- (a) Business Associate agrees to satisfy and comply with the HIPAA Rules concerning the confidentiality, privacy, and security of Protected Health Information that apply to business associates.

- (b) Business Associate shall not use or disclose Protected Health Information except as permitted or required by section 4 of this Agreement or as Required by Law.
- (c) Business Associate may use and disclose Protected Health Information only if such use or disclosure is in compliance with the applicable requirement of 45 C.F.R. 164.504(e).
- (d) Business Associate agrees to mitigate, at its sole expense, any harmful effect resulting from a Security Incident involving PHI or any use or disclosure of PHI in violation of the requirements of this Agreement, the HIPAA Rules, or other applicable law, by Business Associate.
- (e) Business Associate agrees to ensure that any agent, including without limitation a subcontractor, to whom it provides Protected Health Information agrees in writing to the same requirements that apply through this Agreement to Business Associate with respect to such information. Business Associate shall be liable to CGI for any acts, failures or omissions of the agent or subcontractor in providing the services as if they were Business Associate's own acts, failures or omissions, to the extent permitted by law.
- (f) Business Associate agrees that it shall request from CGI and disclose to its affiliates, subsidiaries, agents and subcontractors or other third parties, only a Limited Data Set or, if that is not practicable, only the minimum necessary Protected Health Information to perform or fulfill a specific function required or permitted hereunder.
- (g) If Business Associate conducts, in whole or in part, any Transactions electronically on behalf of CGI or the State, Business Associate shall comply with the applicable requirements of 45 C.F.R. 162 and shall require that any agents or subcontractors that perform, in whole or in part, such Transactions on its behalf, agree in writing to comply with such requirements. Business Associate will not enter into any trading partner agreement in connection with the conduct of Standard Transactions on behalf of CGI or the State: (i) that changes the definition, data condition, or use of a data element or segment in a Standard Transaction; (ii) adds any data element or segment to the maximum defined data set; (iii) uses any code or data element that is marked or "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification or (iv) changes the meaning or intent of the Standard Transaction's implementation specification.
- (h) Business Associate agrees to report any use or disclosure of Protected Health Information not permitted by this Agreement and any Successful Security Incident (each a "Incident") to CGI immediately, but in no event later than within one (1) business day, after it is discovered (within the meaning of 45 CFR 164.410(a)(2)). Such report shall be made by email to Robert.Ball@cgi.com. Business Associate shall provide the information concerning the Incident as required by 45 CFR 164.410(c), and other information reasonably required by CGI or the State to determine whether a Breach has occurred, including Business Associate's own risk assessment to determine whether a Breach has occurred. If such information is not available to Business Associate at the time the Incident is required to be reported to CGI, Business Associate shall provide such information to CGI promptly as it becomes available. The State shall have the sole discretion to determine whether a Breach has occurred and, if so, whether the required notifications, including to media, as applicable, and the Secretary, as required under the HIPAA Rules, will be provided by the State or Business Associate. If the State determines that notifications shall be made by Business Associate, CGI shall promptly inform Business Associate and Business Associate shall make such notifications in the time and manner specified by the HIPAA Rules and shall obtain CGI's prior approval of the contents and manner of all such notifications before they are provided. The Business Associate shall maintain complete records regarding the Incident for the period required by 45 CFR 164.530(j) or such longer period required by state law, and shall make such records available to CGI and the State promptly upon request, but in no event later than within forty-eight (48) hours. Business Associate shall be responsible for costs incurred in connection with the Incident, to the

extent that such costs are reasonable in the circumstances, are proportional to Business Associate's fault, and are reasonably related to Business Associate's breach of this Agreement. . Business Associate shall not be required to report unsuccessful Security Incidents except upon the State's request, in which case such report may be in aggregate form and limited to non-trivial unsuccessful Security Incidents.

(i) Within 5 business days of receipt of a request from CGI or the State, Business Associate shall provide to CGI, the State or, at its direction, to an Individual, Protected Health Information relating to that individual held by Business Associate or its agents or subcontractors in a Designated Record Set in accordance with 45 CFR §164.524. In the event any Individual requests access to his or her Protected Health Information directly from Business Associate, Business Associate shall, within 5 business days of receipt of such request, forward the request to the State with a copy to CGI unless the Privacy Rule requires that Business Associate to receive and respond to such requests directly, in which case Business Associate shall respond directly as required by and in accordance with 45 CFR 164.524, and shall send a copy of such response to the State and CGI.

(j) Within 5 business days of receipt of a request from CGI or the State, Business Associate agrees to make any requested amendment(s) to Protected Health Information held by it or any agent or subcontractor in a Designated Record Set in accordance with 45 CFR § 164.526. In the event any individual requests an amendment to his or her Protected Health Information directly from Business Associate, Business Associate shall within 5 business days of receipt thereof, forward such request to the State with a copy to CGI.

(k) Within 10 days after Business Associate, its agents or subcontractors makes any disclosure of Protected Health Information for which an accounting may be required under 45 CFR §164.528, Business Associate agrees to provide in writing via email to Robert.Ball@cgi.com the information related to such disclosure as would be required to respond to a request by an Individual for an accounting in accordance with 45 CFR §164.528. In the event any Individual requests an accounting of his or her Protected Health Information directly from Business Associate, Business Associate shall, within 5 business days of receipt of such request, forward the request to the State with a copy to CGI, unless the Privacy Rule requires or the State directs that Business Associate to receive and respond to such requests directly, in which case Business Associate shall respond directly as required by and in accordance with 45 CFR 164.528, and shall send a copy of such response to the State and CGI.

(l) Within 5 business days of receipt of a request from CGI or the State, Business Associate agrees to comply with any request for confidential communication of, or restriction on the use or disclosure of, Protected Health Information held by it or any agent or subcontractor as requested by the State and in accordance with 45 CFR 164.522.

(m) Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services or her/his designees or other government authorities in a time and manner designated by the State or such governmental authorities, for purposes of determining compliance with the HIPAA Rules. Business Associate shall provide a copy of such books and records to the State at the same time as these are provided to the Secretary or other government authority.

(n) Business Associate warrants and represents that Business Associate has obtained, at Business Associate's own expense and in a manner compliant with all applicable state, federal and other applicable laws, a Satisfactory Background Screening for all of its Workforce members with access to any Protected Health Information ("Business Associate Personnel"). Business Associate agrees to update such background screening upon reasonable request by the State, it being agreed that any request based upon the occurrence of any Incident or other illegal activity involving Business Associate or Business

Associate Personnel, or the reasonable suspicion of illegal activity involving Protected Health Information, or any regulatory requirements requiring such updates, would be deemed reasonable hereunder.

- (o) Business Associate shall maintain documentation of its obligations hereunder to the extent and for the period required by the HIPAA Rules, including 45 CFR 164.530(j).
- (p) Intentionally deleted.

3. Security of Protected Health Information

(a) Business Associate agrees to implement appropriate administrative, physical, and technical safeguards to prevent the unauthorized use and disclosure of Protected Health Information, and to protect the confidentiality, integrity, and availability of Electronic Protected Health Information, as required by the HIPAA Rules. Without limiting the foregoing, Business Associate agrees to comply with the requirements of 45 CFR § 164.308, 164.310, 164.312, and 164.316, as may be amended and interpreted in guidance from time to time.

(b) Intentionally Deleted.

(c) Business Associate will perform periodic reviews of its security safeguards to ensure they are appropriate and operating as intended.

(d) Documentation of Business Associate's security assessments, including testing and any remediation efforts, must be retained for a period of 6 years following (i) termination hereof and (ii) destruction or return of Protected Health Information, whichever is last to occur, or such longer period as required by applicable law.

(e) Intentionally Deleted

(f) Business Associate shall train Workforce members on the responsibilities under this Agreement, including the responsibilities to safeguard and, where appropriate or required, Secure Protected Health Information, and consequences for failing to do so.

(g) As healthcare industry security practices evolve to satisfy the HIPAA Rules and other applicable security standards, Business Associate agrees to adjust its safeguards accordingly so that they continue to reflect the then current industry practices. To the extent that Business Associate has access to any part of the State's data systems, Contractor shall comply with the State's information security policies that have been notified to Contractor in writing.

4. Permitted Uses and Disclosures of Protected Health Information.

(a) Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required by Law. Subject to those limitations set forth in this Agreement, Business Associate may use and disclose Protected Health Information as necessary in order to provide its services as described in the Services Agreement.

(b) Subject to the limitations set forth in this Agreement, Business Associate may use Protected Health Information if necessary for its proper management and administration or to carry out its legal responsibilities. In addition, Business Associate may disclose Protected Health Information as necessary for its proper management and administration or to carry out its legal responsibilities provided that:

(i) any such disclosure is Required By Law; or

(ii) (1) Business Associate obtains reasonable assurances, in the form of a written agreement, from the person to whom the Protected Health Information is disclosed that it will be held confidentially and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person; and (2) the person agrees to immediately notify Business Associate (which shall immediately notify STATE in accordance with Section 2 above) of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

(c) Business Associate may not de-identify Protected Health Information except as necessary to provide its services as described in the Services Agreement. Business Associate is prohibited from using or disclosing such de-identified information for its own purpose without the explicit written permission of the State.

5. Term and Termination.

(a) The term of this Agreement shall continue for so long as the Services Agreement remains in effect, except that (i) Section 5(c) shall survive after the termination of the Services Agreement for as long as Business Associate retains any Protected Health Information; and (ii) any provision that by its nature survives termination shall so survive including, by way of example and not by way of limitation, Sections 2(d), 2(e), 2(n), 5(c), 6 and 7(e).

(b) Upon CGI's or the State's determination that Business Associate has violated or breached a material term of this Agreement, CGI shall either: (1) provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and the Services Agreement if Business Associate does not cure the breach or end the violation within the time specified by CGI; or (2) immediately terminate this Agreement and the Services Agreement if it determines that Business Associate has breached a material term of this Agreement and cure is not possible; or (3) if it determines that neither termination nor cure is feasible, report the violation to the Secretary if required by the HIPAA Rules.

(c) Effect of Termination. (1) Except as provided in paragraph (2) of this Section 5(c), upon termination of the Services Agreement for any reason, Business Associate shall, at the election of CGI, return to the State or destroy all Protected Health Information in its possession or that of its subcontractors or agents. Business Associate and its agents and subcontractors shall retain no copies of the Protected Health Information.

(2) In the event that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to CGI written notification within seven (7) days after termination of the Services Agreement of the conditions that make return or destruction infeasible. Upon agreement by CGI that return or destruction of the Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information, and limit further uses and disclosures of it to those purposes that make the return or destruction infeasible, for so long as Business Associate or its agents or subcontractors hold such Protected Health Information.

6. Indemnification and Damages.

Business Associate will indemnify and hold harmless CGI and the State and any of its officers, directors, employees, or agents from and against any claim, cause of action, liability, damage, cost or expense, including reasonable attorneys' fees and court or proceeding costs, to the extent arising out of or in connection with any breach of the terms of this Agreement by Business Associate, any Incident involving

Protected Health Information under the control of Business Associate or its agents or subcontractors and caused by the breach of this Agreement by Business Associate, or any failure to perform its obligations with respect to Protected Health Information by Business Associate, its officers, employees, agents or any person or entity under Business Associate's direction or control; provided however that such indemnification shall be conditioned upon CGI giving prompt notice of any such third party claims to Business Associate after discovery thereof and cooperating fully with Business Associate concerning the defense and settlement of claims.

CGI will indemnify and hold harmless Business Associate and any of its officers, directors, employees, or agents from and against any claim, cause of action, liability, damage, cost or expense, including reasonable attorneys' fees and court or proceeding costs, to the extent arising out of or in connection with any breach of the terms of this Agreement by CGI, any Incident involving Protected Health Information under the control of CGI or its agents or subcontractors (other than Business Associate), or any failure to perform its obligations with respect to Protected Health Information by CGI, its officers, employees, agents or any person or entity under CGI's direction or control (excluding Business Associate) provided however that such indemnification shall be conditioned upon the Business Associate giving prompt notice of any such third party claims to CGI after discovery thereof and cooperating fully with CGI concerning the defense and settlement of claims.

(a) In the event an Incident involving Protected Health Information under the control of Business Associate or its agents or subcontractors' and caused by Business Associate's breach of this Agreement, Business Associate agrees to perform any reasonable mitigation or remediation services agreed by the parties, and Business Associate agrees to be responsible for the following costs and expenses, solely to the extent reasonable in the circumstances, proportional to Business Associate's fault, and reasonably related to Business Associate's breach of this Agreement: (i) reasonable cost of providing required notice to individuals affected by the Incident; (ii) reasonable cost of providing required notice to government agencies, credit bureaus, and/or other required entities; (iii) cost of providing individuals affected by the Incident with credit protection services designed to prevent fraud associated with identity theft crimes for a specific period not to exceed twelve (12) months, except to the extent applicable law specifies a longer period for such credit protection services, in which case such longer period shall then apply; (iv) cost of providing reasonable call center support for affected individuals for a specific period not less than ninety (90) days, except to the extent applicable law specifies a longer period of time for such call center support, in which case such longer period shall then apply; (v) reasonable fees associated with computer forensics work required for investigation activities related or relevant to the Incident; (vi) non-appealable fines or penalties assessed by governments or regulators; and (vii) reasonable costs or fees associated with any obligations imposed by applicable law, including HIPAA, in addition to the costs and fees defined herein;

7. Miscellaneous

(a) Business Associate agrees to take such action as CGI deems necessary to amend this Agreement from time to time to comply with the requirements of any HIPAA Rules. If Business Associate disagrees with any such amendment proposed by CGI, it shall so notify CGI in writing no later than 10 days after receipt of CGI's notice of the amendment. If the parties are unable to agree on an amendment, CGI may, at its option, terminate the Services Agreement.

(b) A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended, and as of its effective date.

(c) Any ambiguity in this Agreement shall be resolved to permit compliance with the HIPAA Rules.

(d) The terms and conditions of this Agreement shall override and control any conflicting term or condition of the Services Agreement. All non-conflicting terms and conditions of the Services Agreement remain in full force and effect.

(e) The parties agree that the remedies at law for a violation of the terms of this Agreement may be inadequate and that monetary damages resulting from such violation may not be readily measured. Accordingly, in the event of a violation by either party of the terms of this Agreement, the other party shall be entitled to immediate injunctive relief. Nothing herein shall prohibit either party from pursuing any other remedies that may be available to either of them for such violation.

(f) Business Associate represents that neither it nor its agents or subcontractors will transfer, access or otherwise handle Protected Health Information outside the United States. Business Associate agrees, and shall require that its agents and contractors agree, to be subject to the laws of the United States, including the jurisdiction of the Secretary and the courts of the United States. Business Associate further agrees that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state of Vermont as set forth in the Services Agreement, and Business Associate waives any available jurisdictional defenses as they pertain to the parties' obligations under this Agreement or applicable law.

(g) During normal business hours, and with reasonable prior notice, CGI, the State or its authorized representatives may audit, monitor and inspect Business Associate's and its subcontractors' facilities and equipment and any documents, information or materials in Business Associate's or its subcontractors' possession, custody or control; interview Business Associate's employees, agents, consultants and subcontractors; and inspect any logs or documentation maintained by Business Associate; in each case, to the extent reasonably relating to Business Associate's obligations under this Agreement. An inspection performed pursuant to this Agreement shall not unreasonably interfere with the normal conduct of Business Associate's business. No such inspection by CGI or the State as set forth herein shall relieve Business Associate of any of its obligations under this Agreement.

(h) Any Protected Health Information provided by CGI, the State, its employees, agents, consultants, Subcontractors or business associates to Business Associate, or created, obtained, procured, used or accessed by Business Associate in the State's name or on the State's behalf, shall, as between the parties to this Agreement, at all times be and remain the sole property of the State, and Business Associate shall not have or obtain any rights therein except as stated herein.

(i) Relationship of Parties. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) an agency relationship for purposes of the HITECH Act.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers or agents as of the Effective Date.

Business Associate

CGI Technologies and Solutions Inc.

Signature _____

Signature _____

Typed Name _____

Type Name _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT K

Business Associate Agreement

This Business Associate Agreement ("Agreement") is effective as of the Effective Date specified below by and between Exeter Group, Inc. ("Business Associate") and CGI Technologies and Solutions Inc. ("CGI") on behalf of the State of Vermont and its agencies (the "State") for which Business Associate provides services pursuant to one or more services agreements entered into between the parties ("collectively "Services Agreement").

CGI and Business Associate mutually agree to the terms of this Agreement in order to comply with the HIPAA Rules, as defined below.

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- (c) "Individual" shall have the same meaning as the term "individual" in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g) or other applicable federal or state law.
- (d) "Protected Health Information" shall have the same meaning as such term as defined in 45 CFR 160.103, but limited to information created, accessed or received on behalf of STATE.
- (e) "Satisfactory Background Screening" shall mean, collectively (1) national federal criminal database check; (2) seven-year county of residence criminal conviction search; and (3) in each of (1) and (2) above, containing no felony or misdemeanor conviction that related to fraud or theft (including but not limited to, shoplifting, larceny, embezzlement, forgery, credit card fraud, or check fraud), the disposition of which is within seven years, as allowed by law.
- (f) "Secure" shall mean to render unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of the HITECH Act.
- (g) "Successful Security Incident" shall mean any Security Incident (as defined in 45 CFR 164.304) that results in the unauthorized use, access, disclosure, modification or destruction of electronic Protected Health Information.

All capitalized terms used in this Agreement and not defined elsewhere herein or in the Services Agreement shall have the same meaning as those terms as used or defined in the HIPAA Rules.

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- (b) Business Associate shall not use or disclose Protected Health Information except as permitted or required by section 4 of this Agreement or as Required by Law.
- (c) Business Associate may use and disclose Protected Health Information only if such use or disclosure is in compliance with the applicable requirement of 45 C.F.R. 164.504(e).
- (d) Business Associate agrees to mitigate, at its sole expense, any harmful effect resulting from a Security Incident involving PHI or any use or disclosure of PHI in violation of the requirements of this Agreement, the HIPAA Rules, or other applicable law, by Business Associate.
- (e) Business Associate agrees to ensure that any agent, including without limitation a subcontractor, to whom it provides Protected Health Information agrees in writing to the same requirements that apply through this Agreement to Business Associate with respect to such information. Business Associate shall be liable to CGI for any acts, failures or omissions of the agent or subcontractor in providing the services as if they were Business Associate's own acts, failures or omissions, to the extent permitted by law.
- (f) Business Associate agrees that it shall request from CGI and disclose to its affiliates, subsidiaries, agents and subcontractors or other third parties, only a Limited Data Set or, if that is not practicable, only the minimum necessary Protected Health Information to perform or fulfill a specific function required or permitted hereunder.
- (g) If Business Associate conducts, in whole or in part, any Transactions electronically on behalf of CGI or the State, Business Associate shall comply with the applicable requirements of 45 C.F.R. 162 and shall require that any agents or subcontractors that perform, in whole or in part, such Transactions on its behalf, agree in writing to comply with such requirements. Business Associate will not enter into any trading partner agreement in connection with the conduct of Standard Transactions on behalf of CGI or the State: (i) that changes the definition, data condition, or use of a data element or segment in a Standard Transaction; (ii) adds any data element or segment to the maximum defined data set; (iii) uses any code or data element that is marked or "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification or (iv) changes the meaning or intent of the Standard Transaction's implementation specification.
- (h) Business Associate agrees to report any use or disclosure of Protected Health Information not permitted by this Agreement and any Successful Security Incident (each a "Incident") to CGI immediately, but in no event later than within one (1) business day, after it is discovered (within the meaning of 45 CFR 164.410(a)(2)). Such report shall be made by email to Robert.Ball@cgi.com. Business Associate shall provide the information concerning the Incident as required by 45 CFR 164.410(c), and other information reasonably required by CGI or the State to determine whether a Breach has occurred, including Business Associate's own risk assessment to determine whether a Breach has occurred. If such information is not available to Business Associate at the time the Incident is required to be reported to CGI, Business Associate shall provide such information to CGI promptly as it becomes available. The State shall have the sole discretion to determine whether a Breach has occurred and, if so, whether the required notifications, including to media, as applicable, and the Secretary, as required under the HIPAA Rules, will be provided by the State or Business Associate. If the State determines that notifications shall be made by Business Associate, CGI shall promptly inform Business Associate and Business Associate shall make such notifications in the time and manner specified by the HIPAA Rules and shall obtain CGI's prior approval of the contents and manner of all such notifications before they are provided. The Business Associate shall maintain complete records regarding the Incident for the period required by 45 CFR 164.530(j) or such longer period required by state law, and shall make such records available to CGI and the State promptly upon request, but in no event later than within forty-eight (48) hours. Business Associate shall be responsible for costs incurred in connection with the Incident, to the

extent that such costs are reasonable in the circumstances, are proportional to Business Associate's fault, and are reasonably related to Business Associate's breach of this Agreement. . Business Associate shall not be required to report unsuccessful Security Incidents except upon the State's request, in which case such report may be in aggregate form and limited to non-trivial unsuccessful Security Incidents.

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(l) Within 5 business days of receipt of a request from CGI or the State, Business Associate agrees to comply with any request for confidential communication of, or restriction on the use or disclosure of, Protected Health Information held by it or any agent or subcontractor as requested by the State and in accordance with 45 CFR 164.522.

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(n) Business Associate warrants and represents that Business Associate has obtained, at Business Associate's own expense and in a manner compliant with all applicable state, federal and other applicable laws, a Satisfactory Background Screening for all of its Workforce members with access to any Protected Health Information ("Business Associate Personnel"). Business Associate agrees to update such background screening upon reasonable request by the State, it being agreed that any request based upon the occurrence of any Incident or other illegal activity involving Business Associate or Business

Associate Personnel, or the reasonable suspicion of illegal activity involving Protected Health Information, or any regulatory requirements requiring such updates, would be deemed reasonable hereunder.

(o) Business Associate shall maintain documentation of its obligations hereunder to the extent and for the period required by the HIPAA Rules, including 45 CFR 164.530(j).

(p) Intentionally deleted.

3. Security of Protected Health Information

(a) Business Associate agrees to implement appropriate administrative, physical, and technical safeguards to prevent the unauthorized use and disclosure of Protected Health Information, and to protect the confidentiality, integrity, and availability of Electronic Protected Health Information, as required by the HIPAA Rules. Without limiting the foregoing, Business Associate agrees to comply with the requirements of 45 CFR § 164.308, 164.310, 164.312, and 164.316, as may be amended and interpreted in guidance from time to time.

(b) Intentionally Deleted.

(c) Business Associate will perform periodic reviews of its security safeguards to ensure they are appropriate and operating as intended.

(d) Documentation of Business Associate's security assessments, including testing and any remediation efforts, must be retained for a period of 6 years following (i) termination hereof and (ii) destruction or return of Protected Health Information, whichever is last to occur, or such longer period as required by applicable law.

(e) Intentionally Deleted

(f) Business Associate shall train Workforce members on the responsibilities under this Agreement, including the responsibilities to safeguard and, where appropriate or required, Secure Protected Health Information, and consequences for failing to do so.

(g) As healthcare industry security practices evolve to satisfy the HIPAA Rules and other applicable security standards, Business Associate agrees to adjust its safeguards accordingly so that they continue to reflect the then current industry practices. To the extent that Business Associate has access to any part of the State's data systems, Contractor shall comply with the State's information security policies that have been notified to Contractor in writing.

4. Permitted Uses and Disclosures of Protected Health Information.

(a) Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required by Law. Subject to those limitations set forth in this Agreement, Business Associate may use and disclose Protected Health Information as necessary in order to provide its services as described in the Services Agreement.

(b) Subject to the limitations set forth in this Agreement, Business Associate may use Protected Health Information if necessary for its proper management and administration or to carry out its legal responsibilities. In addition, Business Associate may disclose Protected Health Information as necessary for its proper management and administration or to carry out its legal responsibilities provided that:

(i) any such disclosure is Required By Law; or

(ii) (1) Business Associate obtains reasonable assurances, in the form of a written agreement, from the person to whom the Protected Health Information is disclosed that it will be held confidentially and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person; and (2) the person agrees to immediately notify Business Associate (which shall immediately notify STATE in accordance with Section 2 above) of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

(c) Business Associate may not de-identify Protected Health Information except as necessary to provide its services as described in the Services Agreement. Business Associate is prohibited from using or disclosing such de-identified information for its own purpose without the explicit written permission of the State.

5. Term and Termination.

(a) The term of this Agreement shall continue for so long as the Services Agreement remains in effect, except that (i) Section 5(c) shall survive after the termination of the Services Agreement for as long as Business Associate retains any Protected Health Information; and (ii) any provision that by its nature survives termination shall so survive including, by way of example and not by way of limitation, Sections 2(d), 2(e), 2(n), 5(c), 6 and 7(e).

(b) Upon CGI's or the State's determination that Business Associate has violated or breached a material term of this Agreement, CGI shall either: (1) provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and the Services Agreement if Business Associate does not cure the breach or end the violation within the time specified by CGI; or (2) immediately terminate this Agreement and the Services Agreement if it determines that Business Associate has breached a material term of this Agreement and cure is not possible; or (3) if it determines that neither termination nor cure is feasible, report the violation to the Secretary if required by the HIPAA Rules.

(c) Effect of Termination. (1) Except as provided in paragraph (2) of this Section 5(c), upon termination of the Services Agreement for any reason, Business Associate shall, at the election of CGI, return to the State or destroy all Protected Health Information in its possession or that of its subcontractors or agents. Business Associate and its agents and subcontractors shall retain no copies of the Protected Health Information.

(2) In the event that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to CGI written notification within seven (7) days after termination of the Services Agreement of the conditions that make return or destruction infeasible. Upon agreement by CGI that return or destruction of the Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information, and limit further uses and disclosures of it to those purposes that make the return or destruction infeasible, for so long as Business Associate or its agents or subcontractors hold such Protected Health Information.

6. Indemnification and Damages.

Business Associate will indemnify and hold harmless CGI and the State and any of its officers, directors, employees, or agents from and against any claim, cause of action, liability, damage, cost or expense, including reasonable attorneys' fees and court or proceeding costs, to the extent arising out of or in connection with any breach of the terms of this Agreement by Business Associate, any Incident involving

Protected Health Information under the control of Business Associate or its agents or subcontractors and caused by the breach of this Agreement by Business Associate, or any failure to perform its obligations with respect to Protected Health Information by Business Associate, its officers, employees, agents or any person or entity under Business Associate's direction or control; provided however that such indemnification shall be conditioned upon CGI giving prompt notice of any such third party claims to Business Associate after discovery thereof and cooperating fully with Business Associate concerning the defense and settlement of claims.

CGI will indemnify and hold harmless Business Associate and any of its officers, directors, employees, or agents from and against any claim, cause of action, liability, damage, cost or expense, including reasonable attorneys' fees and court or proceeding costs, to the extent arising out of or in connection with any breach of the terms of this Agreement by CGI, any Incident involving Protected Health Information under the control of CGI or its agents or subcontractors (other than Business Associate), or any failure to perform its obligations with respect to Protected Health Information by CGI, its officers, employees, agents or any person or entity under CGI's direction or control (excluding Business Associate) provided however that such indemnification shall be conditioned upon the Business Associate giving prompt notice of any such third party claims to CGI after discovery thereof and cooperating fully with CGI concerning the defense and settlement of claims.

(a) In the event an Incident involving Protected Health Information under the control of Business Associate or its agents or subcontractors' and caused by Business Associate's breach of this Agreement, Business Associate agrees to perform any reasonable mitigation or remediation services agreed by the parties, and Business Associate agrees to be responsible for the following costs and expenses, solely to the extent reasonable in the circumstances, proportional to Business Associate's fault, and reasonably related to Business Associate's breach of this Agreement: (i) reasonable cost of providing required notice to individuals affected by the Incident; (ii) reasonable cost of providing required notice to government agencies, credit bureaus, and/or other required entities; (iii) cost of providing individuals affected by the Incident with credit protection services designed to prevent fraud associated with identity theft crimes for a specific period not to exceed twelve (12) months, except to the extent applicable law specifies a longer period for such credit protection services, in which case such longer period shall then apply; (iv) cost of providing reasonable call center support for affected individuals for a specific period not less than ninety (90) days, except to the extent applicable law specifies a longer period of time for such call center support, in which case such longer period shall then apply; (v) reasonable fees associated with computer forensics work required for investigation activities related or relevant to the Incident; (vi) non-appealable fines or penalties assessed by governments or regulators; and (vii) reasonable costs or fees associated with any obligations imposed by applicable law, including HIPAA, in addition to the costs and fees defined herein;

7. Miscellaneous

(a) Business Associate agrees to take such action as CGI deems necessary to amend this Agreement from time to time to comply with the requirements of any HIPAA Rules. If Business Associate disagrees with any such amendment proposed by CGI, it shall so notify CGI in writing no later than 10 days after receipt of CGI's notice of the amendment. If the parties are unable to agree on an amendment, CGI may, at its option, terminate the Services Agreement.

(b) A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended, and as of its effective date.

(c) Any ambiguity in this Agreement shall be resolved to permit compliance with the HIPAA Rules.

(d) The terms and conditions of this Agreement shall override and control any conflicting term or condition of the Services Agreement. All non-conflicting terms and conditions of the Services Agreement remain in full force and effect.

(e) The parties agree that the remedies at law for a violation of the terms of this Agreement may be inadequate and that monetary damages resulting from such violation may not be readily measured. Accordingly, in the event of a violation by either party of the terms of this Agreement, the other party shall be entitled to immediate injunctive relief. Nothing herein shall prohibit either party from pursuing any other remedies that may be available to either of them for such violation.

(f) Business Associate represents that neither it nor its agents or subcontractors will transfer, access or otherwise handle Protected Health Information outside the United States. Business Associate agrees, and shall require that its agents and contractors agree, to be subject to the laws of the United States, including the jurisdiction of the Secretary and the courts of the United States. Business Associate further agrees that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state of Vermont as set forth in the Services Agreement, and Business Associate waives any available jurisdictional defenses as they pertain to the parties' obligations under this Agreement or applicable law.

(g) During normal business hours, and with reasonable prior notice, CGI, the State or its authorized representatives may audit, monitor and inspect Business Associate's and its subcontractors' facilities and equipment and any documents, information or materials in Business Associate's or its subcontractors' possession, custody or control; interview Business Associate's employees, agents, consultants and subcontractors; and inspect any logs or documentation maintained by Business Associate; in each case, to the extent reasonably relating to Business Associate's obligations under this Agreement. An inspection performed pursuant to this Agreement shall not unreasonably interfere with the normal conduct of Business Associate's business. No such inspection by CGI or the State as set forth herein shall relieve Business Associate of any of its obligations under this Agreement.

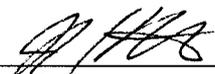
(h) Any Protected Health Information provided by CGI, the State, its employees, agents, consultants, Subcontractors or business associates to Business Associate, or created, obtained, procured, used or accessed by Business Associate in the State's name or on the State's behalf, shall, as between the parties to this Agreement, at all times be and remain the sole property of the State, and Business Associate shall not have or obtain any rights therein except as stated herein.

(i) Relationship of Parties. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) an agency relationship for purposes of the HITECH Act.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers or agents as of the Effective Date.

Business Associate

CGI Technologies and Solutions Inc.

Signature 
Typed Name JONATHAN KUTCHUM
Title CEO
Date 2/20/2013

Signature 
Type Name Jonathan F. Light
Title Vice President, Consulting Services
Date 2/21/2013