

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is dated effective as of April 7, 2008 (the "Effective Date") by and between the County of Monterey ("Customer"), a political subdivision of the State of California having a place of business at 1260 S. Main Street, Salinas, CA 93901, and CGI Technologies and Solutions Inc. ("CGI"), a Delaware corporation having its principal place of business at 4050 Legato Road, Fairfax, Virginia, 22033. This Agreement provides the terms and conditions on which CGI shall provide certain consulting, software development, and other professional services to Customer for one or more projects. In consideration of the premises and the mutual covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. DEFINITIONS

The following capitalized terms have the respective meanings given below when used in the Contract Documents.

- A. "Affiliate" means: (i) with respect to CGI, any entity that controls, is controlled by, or is under common control with, CGI, where for this purpose, and without limiting the foregoing, any person or entity that owns more than fifty percent (50%) of the outstanding voting securities (or other equity interests) of any other entity shall be deemed to control such other entity; and (ii) with respect to Customer, any of those agencies, bodies, boards, or other governmental entities or organizations (including organizations such as, for example, special districts (e.g., school districts and fire districts), courts, hospitals, joint power agencies, employee retirement boards, etc.) located in whole or in part within the jurisdictional boundaries of the County of Monterey, California (or otherwise having a reasonable connection to such County) and for which, at any given time, Customer or any agency, department, or office of Customer's (including, for example, the Monterey County Auditor-Controller's Office) provides information technology services, support, or operation or otherwise serves the information technology needs of, currently including those entities identified in Exhibit B to the License Agreement, which Exhibit is incorporated herein by this reference.
- B. "Contract Documents" means this Agreement and any Statements of Work executed by the parties under this Agreement, as well as any amendments and Change Orders to any of the foregoing. For the avoidance of doubt, all such Statements of Work, amendments, and Change Orders shall also be deemed to constitute part of this Agreement, and the term "Agreement," as appropriate in context when used herein, shall be deemed to be synonymous with the term "Contract Documents."
- C. "Change Order" means a written amendment that is made to a given Statement of Work, and that is mutually agreed to and signed by authorized representatives of both parties, in accordance with Section 7.A.
- D. "Deliverable" means any item, information, or materials to be developed or provided by CGI pursuant to a given Statement of Work and that is designated in such Statement of Work as being among the "Deliverables" to be provided to Customer thereunder. Deliverables are all subject to the formal acceptance testing process set forth herein and may be either Written Deliverables or Software Deliverables, each defined as follows:
 - (i) "Software Deliverable" means any Deliverable that consists of or constitutes computer software (e.g., any completed or configured system or module, subsystem, or release of any software or system), which may include or incorporate Software and Third Party Products; and

by CGI's insurance. The required endorsement form that CGI shall use for commercial general liability additional insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form that CGI shall use for automobile additional insured endorsement is ISO Form CA 20 48 02 99.

- (iv) Prior to the execution of this Agreement, CGI shall have filed certificates of insurance with Customer's Contract Administrator and Customer's Contracts/Purchasing Division, showing that CGI has in effect the insurance required by this Agreement. CGI shall file a new or amended certificate of insurance with Customer's Contract Administrator and Customer's Contracts/Purchasing Division within five calendar days after any change is made in any insurance policy which change would alter the information on the certificate then on file with Customer. Acceptance or approval of insurance shall in no way modify or change CGI's obligations of indemnification under this Agreement, which obligations shall continue in full force and effect.
- (v) CGI shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Section 13 and shall send, without demand by Customer, certificates to Customer's Contract Administrator, and to Customer's Contracts/Purchasing Division, annually. If any such certificate is not received by the applicable anniversary of the Effective Date or by the expiration date of the applicable insurance policy, Customer may notify CGI, and upon receiving any such notification, CGI shall send such certificate to Customer within five calendar days, with such certificate evidencing that there was no lapse in coverage. Failure by CGI to maintain the insurance required by this Section 13 shall constitute a material breach and default of this Agreement by CGI that entitles Customer to, in its sole discretion, terminate this Agreement immediately.

14. TERM AND TERMINATION

- A. **Term.** This Agreement shall take force and effect as of the Effective Date and shall continue in force and effect until, and will expire on, the fifth (5th) anniversary of that date, unless sooner terminated in accordance with Section 14.B or another express provision of this Agreement (except that if any Statement of Work is then in force and effect under which performance has not been entirely completed as of such date, then this Agreement shall continue in force and effect, and shall not expire, until performance under such Statement of Work has been completed, although no further Statements of Work may be entered into hereunder).
- B. **Termination.**
 - (i) *Termination for No Outstanding Statements of Work.* Either party may terminate this Agreement upon providing thirty (30) days' prior written notice to the other party if there are, at the time of the sending of such notice, no Statements of Work then in force and effect under this Agreement.
 - (ii) *Termination for Breach.* If either party believes that the other party has materially breached a material term of this Agreement or any Statement of Work (a "Breach"), then that party may provide written notice to the breaching party describing the alleged Breach in reasonable detail and containing a reference to this Section 14.B(ii). If the breaching party does not either (i) cure the Breach within thirty (30) days after receiving such written notice, or (ii) if the Breach is