
CGI AAS GENERAL TERMS

CGI Suomi Oy

CGI

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CGI AAS GENERAL TERMS

These general terms (the “**General Terms**”) of CGI AAS (“**CGI AAS**”, “**we**”, “**us**” or “**our**”) contain the terms and conditions that apply to the Services that we offer to you or the entity you represent (“**you**” or “**your**”).

1. SERVICES

- 1.1. **Our responsibilities:** We shall provide the Services stated in the Agreement with due care and with the professional skills required for the tasks agreed.
- 1.2. **Your responsibilities:** You shall provide us sufficient and correct information so that we are able to deliver the Services. You shall be responsible for the information and instructions and for ensuring that the Services are suitable for your intended use. If the Service utilizes services of a Cloud Service Provider, you shall follow its Cloud Terms.
- 1.3. **No Warranty:** Our liability for errors in the provision of the Services is limited to correction of the error or repeating the Services at our own expense, provided that you inform us in writing of the error within 15 days from the date of completion. Even if we provide a schedule estimate and a fee estimate on the schedule and the amount of hours to complete the Services, it is possible that the actual amount of hours to complete the Service is more or less than our estimate or the actual schedule differs from the estimate. If our fee estimate is exceeded, we will inform you thereof and obtain your written confirmation for the additional hours before we continue the work and consequently invoice any additional hours. Only the actual hours performed by us will be invoiced. We will also update you on any changes regarding the schedule estimate.

2. FEES AND PAYMENT

- 2.1. **Fees:** Fees imposed under the Agreement are exclusive of all taxes, levies, and duties. You shall be responsible for all taxes other than our income and payroll taxes. If any deduction or withholding is required by law, we shall pay the taxes and add the amount to the fees invoiced to and paid by you, so that the net amount we receive remains unchanged, unless you provide us with a valid tax exemption certificate. The payment term is 30 days net from the date of invoice. If the payment is delayed more than 30 days, we may suspend the delivery of the Service. You shall pay all invoices without any set-off, counterclaim, deduction or withholding. We may adjust the fees by notifying you of the change and the reason of the change in writing at least 60 days before the effective date of the change. If we increase the fees, you may terminate this Agreement with a 30 days’ prior notice to end at the date when the increased fees become effective.
- 2.2. **Delay:** If we have agreed a schedule for the Services and the Services can not be delivered in the agreed schedule due to a reason attributable to you, we are entitled to invoice 50 % of the fees during the delay period in spite no work is conducted during the period.
- 2.3. **Expenses:** We may charge you for reasonable travel and other expenses incurred in connection with performance of Services. You shall pay all such expenses to us without any set-off, counterclaim, deduction or withholding.
- 2.4. **Interest:** Annual interest rate for delayed payments is the maximum rate allowed by the applicable law. We may assign payments to a third party for collection and you shall pay the incurred expenses.

3. TERM AND TERMINATION

- 3.1. **Entry into force and termination:** The Agreement enters into force on the Effective Date and remain in force until further notice. Either party may terminate the Agreement by giving a 1 month’s notice.
- 3.2. **Termination for cause:** The Agreement may be terminated for cause with immediate effect by giving a written notice to the other party, if the other party (i) has materially breached the terms of the Agreement and does not remedy the breach within 30 days from the receipt of such notice or (ii) becomes bankrupt or enters into a liquidation procedure.

4. IPR

- 4.1. **Created material:** Without prejudice to any third-party license terms and conditions and Cloud Terms and subject to due payment, you will receive IPRs to all material and rights to all results produced during the Service. You shall grant us the right to utilize the capabilities, know-how and algorithms generated related to the Service in the other assignments.
- 4.2. **Pre-existing material:** Any and all IPR in and to the Pre-existing material belong to the party created or conceived such Pre-existing material. No ownership to IPR regarding Pre-existing material will be transferred by the Agreement between you and us.
- 4.3. **Exceptions:** Without prejudice to any third-party license terms and conditions and Cloud Terms and subject to due payment, we shall grant you and your Affiliates a non-exclusive, perpetual, irrevocable license, with no right to sublicense or assign, to use all IPRs produced during the Service.

- 4.4. Defences:** We shall at our own expense defend you against claims made by an unaffiliated third party that the Services infringe third party intellectual property rights. You shall at your own expense indemnify us against any claims made by an unaffiliated third party that Your Data a) infringes the third party's third party intellectual property rights or makes unlawful use of its trade secret or b) arise from violation of a Cloud Service Provider's Acceptable Use Policy.
- 4.5. Limitations:** We will not be liable if the claim (a) results from your alteration of the Services or from compliance with your written instructions; (b) results from use of the Services in combination with any product or service not supplied or approved by us; or (c) could have been avoided by the use of a released service or solution that complies with the Agreement and corresponds with the Services and which service or solution is offered for your use by us without a separate fee.
- 4.6. Remedies:** If we reasonably believe that a claim under subsection 4.3 may bar your use of the Service, we shall seek to: (a) obtain the right for you to keep using it; or (b) modify or replace it with a functional equivalent. If these options are not commercially reasonable, we may terminate the Agreement and then refund any advance payments.
- 4.7. Your obligations:** Each party shall (a) promptly notify the other in writing of such presented claims and (b) give the other sole control to defend or settle the claims and (c) provide the other any reasonable help with respect to b above.
- 4.8. Exclusive remedy:** Our liability for infringement of intellectual property rights in the Services is limited to this Section 4.

5. LIMITATION OF LIABILITY

- 5.1. Exclusion:** Neither party is liable to the other party for loss of revenue, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other party in connection with the Agreement.
- 5.2. Limitation:** Without prejudice to subsection 1.3 above, the maximum aggregate liability of each party for all claims under the Agreement is limited to direct damages up to the total amount paid by you for the Services that gave rise to liability during the 6-month period preceding the event giving rise to liability. All claims have to be made within 12 months from the event that gave rise to the claim.
- 5.3. Exceptions:** The limitations of liability in this section 5 apply to the fullest extent permitted by the applicable law. Without prejudice to the foregoing, the limitations do not apply to subsections 4.3-4.8 or to any damages suffered by the Cloud Service Provider that are attributable to you.

6. MISCELLANEOUS

- 6.1. Assignment:** Neither you or us shall not assign or otherwise transfer this Agreement in whole or in part.
- 6.2. Confidentiality:** The party receiving Confidential Information shall take proper care and all reasonable measures to protect the confidentiality of the Confidential Information and minimize the risk of unauthorized disclosure using not less than the standard of care that it applies to its own Confidential Information. The party receiving Confidential Information may disclose Confidential Information to such of its employees, contractors and professional advisors and Affiliates who have a need to know such Confidential Information for the proper performance of their duties. If the Services utilizes the services of a Cloud Service Provider, the Cloud Terms apply with respect to the Confidential Information.
- 6.3. Data Processing:** You shall inform us separately in writing in case you wish to provide Personal Data to us after which we and you will together agree regarding the receipt of Personal Data. You shall ensure that you have the right to provide such Personal Data for the purposes of the Agreement.
- 6.4. Dependency:** If the Service we provide to you utilizes services of a Cloud Service Provider, the Service is dependent on the functionality of the service of the Cloud Service Provider and the Service will be provided solely under the Cloud Terms.
- 6.5. Entire Agreement:** The Agreement together represents the entire understanding, and constitutes the whole agreement, in relation to its subject matter and supersedes any previous agreement between you and us with respect thereto and, without prejudice to the generality of the foregoing, excludes any warranty, condition or other undertaking implied at law or by custom, usage or course of dealing.
- 6.6. Force majeure:** Neither we or you are responsible for any delay or failure to perform any obligation under the Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, natural disasters, blockages, embargoes, riots, acts or orders of government, acts of terrorism, war, or any reason that is attributable to the services that the Cloud Service Provider provides and has a negative effect on the Service we provide to you.
- 6.7. Governing law and disputes:** The Agreement is governed by the laws of the country or state where the contracting CGI entity is incorporated, excluding any conflict of law principles. The United Nations Convention for the International Sale of Goods does not apply to the Agreement. Any dispute, controversy or claim arising out of or relating to the

Agreement, or the breach, termination or validity thereof, will be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators will be three and the seat of arbitration shall be Helsinki. The language of the arbitration shall be English.

- 6.8. Independent Contractor:** The Agreement will not render us or any of our employees or other representatives an employee of yours for any purpose. We will be an independent contractor in our relationship with you.
- 6.9. Non-solicit:** You shall not during the validity of the Agreement and 12 months thereafter, solicit any employees of ours or companies belonging to the CGI Group to leave their employment.
- 6.10. Notices:** You and us shall provide all formal notices under the Agreement, such as claims, disputes, terminations and assignments via email followed by an original letter by courier or certified mail, and addressed to the contact person specified in the Agreement or to such other person indicated by the party in writing.
- 6.11. Severability:** If any part of the Agreement is held unenforceable, the rest remains in full force and effect.
- 6.12. Subcontracting:** We may involve subcontractors to the extent such involvement does not lead to non-compliance with any applicable laws or our obligations under the Agreement. We shall be liable for their work and we shall inform you of the subcontractors used upon your written request.
- 6.13. Variation:** No variation of the Agreement will be effective unless it is in writing signed by each you and us. Without prejudice to the generality of the foregoing, we and you state that the Cloud Service Provider may modify its general customer agreement available on its website at any time. In case of the Cloud Service Provider modifies its general customer agreement, we may modify the Agreement, including these general terms, to reflect the changes made by the Cloud Service Provider. The modifications become effective 30 days after we have informed you in written of them. If we modify the Agreement, you have the right to terminate the Agreement to end with immediate effect at the date the changes to the Agreement become effective.

7. DEFINITIONS

“**Acceptable Use Policy**” means the policies available at <https://aws.amazon.com/aup/> and <https://azure.microsoft.com/en-us/support/legal/>.

“**Affiliate**” means any legal entity that a party owns, that owns a party, or that is under common ownership with a party.

“**Ownership**” means, for purposes of this definition, control of more than a 50% interest in an entity.

“**Agreement**” means the professional services agreement signed between us and you.

“**CGI AAS**” means the CGI legal entity stated in the Agreement.

“**Cloud Service Provider**” means Amazon Web Services Inc., Microsoft Corporation with respect to Microsoft Azure, the applicable Google LLC Affiliate with respect to Google Cloud Platform, or all of them.

“**Cloud Terms**” mean the terms and conditions available at <https://aws.amazon.com/legal/>, and/or <https://azure.microsoft.com/en-us/support/legal/>, and/or <https://cloud.google.com/terms/>, as applicable and amended.

“**Confidential Information**” means all nonpublic information that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential.

Confidential Information includes: (a) nonpublic information relating to parties’ Affiliates or business partners’ technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that we or you are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and us or our affiliates. Confidential Information does not include any information that: (i) is or becomes publicly available without breach of the Agreement; (ii) was in recipient’s possession before receipt from discloser; (iii) was rightfully disclosed to recipient by a third party without restriction on disclosure, or (iv) is independently developed by recipient without any use of the Confidential Information.

“**Effective Date**” means the date defined in the Agreement.

“**IPR**” means all future and present intellectual property rights.

“**Personal Data**”: means data that relates to an identified or identifiable natural person as defined in the applicable data protection regulation.

“**Pre-existing material**”: means any materials or software created by or licensed to either you or us or one of your or our Affiliates prior to this Agreement or outside this engagement and any subsequent modifications to the same.

“**Service**” means the services provided by us in accordance with the Agreement.

“**Your Data**” means any data that is transferred to a Cloud Service Provider for performing the Service and any computational results that results thereof.