

## Warranty Policies

### LIMITED WARRANTIES AND REMEDIES FOR BREACH OF WARRANTY

**Quality of Services.** CGI warrants, for a period of thirty (30) days commencing when the services are performed, that the services will be performed in a workmanlike manner consistent with industry standards reasonably applicable to the performance of such Services. If Customer believes there has been a breach of this warranty, it must notify CGI in writing within the warranty period stating in reasonable detail the nature of the alleged breach. If there has been a breach of this warranty, then CGI's sole obligation, and Customer's exclusive remedy, will be for CGI to correct or re-perform, at no additional charge, any affected services to cause them to comply with this warranty, or terminate the applicable statement of work ("Statement of Work") in whole or in part.

**Investigation and Correction.** CGI may investigate and correct breaches of warranty at CGI's offices to the extent possible. If Customer requires CGI to travel to Customer's place of business to correct a breach of warranty that could have reasonably been corrected at CGI's place of business, Customer will reimburse CGI for the reasonable travel time and reimbursable expenses of CGI's personnel. If a reported breach of warranty is attributable to a cause other than a breach of the applicable CGI warranty, then CGI will be entitled to payment for its investigation and correction efforts on a time and materials basis at the agreed-upon rates applicable to the Statement of Work.

**Noninfringement.** CGI warrants that any original works of authorship developed by CGI personnel under a Statement of Work, including their use by Customer in unaltered form, will not, to CGI's knowledge, infringe any third party copyrights, patents or trade secrets that exist on the Effective Date and that arise or are enforceable under the laws of the United States of America.

If a third party brings an action against Customer making allegations that, if true, would constitute a breach of this warranty, then CGI will, at its own expense and subject to the provisions of Section **Error! Reference source not found.**, defend, indemnify and hold Customer harmless in such proceeding, and CGI will pay all settlements, costs, damages and legal fees finally awarded.

If such a proceeding is brought or appears to CGI to be likely to be brought, CGI may, at its sole option and expense, either obtain the right for Customer to continue using the allegedly infringing item(s) or replace or modify the item(s) to resolve such proceeding. If CGI finds that neither of these alternatives is available to it on commercially reasonable terms, CGI may require Customer to return the allegedly infringing item(s), in which case Customer will receive a refund of the amounts paid by it for the returned item(s), less a reasonable adjustment for depreciation of the returned item(s).

This subsection D states CGI's entire obligation to Customer and Customer's exclusive remedy with respect to any claim of infringement and is in lieu of any implied warranties of non-infringement or non-interference with use and enjoyment of information.

**Exclusions.** CGI 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 CGI and its subcontractors working at CGI's direction; (ii) the combination, operation or use of the item with other items CGI did not supply; (iii) Customer's failure to use any new or corrected versions of the item made available by CGI; or (iv) CGI's adherence to Customer's specifications or instructions. CGI does not warrant that the

operation of software, hardware, equipment or deliverables provided by CGI will be uninterrupted or error-free.

**Third-Party Products.** To the extent CGI has the legal right to do so, CGI agrees to assign or pass through to Customer or otherwise make available for the benefit of Customer, any manufacturer's or supplier's warranty applicable to any third-party software, hardware or equipment provided by CGI under a Statement of Work. CGI does not itself give or make any warranty of any kind with respect to third-party software, hardware or equipment.

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