



## CGI Transcend®

### Service Level Agreement

This Exhibit D-1 (Service Level Agreement) sets forth the Service Level agreement of the parties with respect to the SaaS Services.

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#### 1. Business Service Level Management

##### 1.1. Measurement and Calculation of Service Levels

CGI is responsible for measuring Service Levels and calculating appropriate Service Credits in accordance with this Exhibit D-1. CGI will utilize its then-current measurement and monitoring tools and procedures to track and report CGI performance in delivering the SaaS Services relative to the applicable Service Levels and will produce a CGI-defined monthly report.

##### 1.2. Monthly Service Level Reports

CGI will provide monthly Service Level reports setting forth, for each item subject to Service Levels, the actual measured level of performance and resulting monthly Service Credits, if any. Delivery of the report will be no later than the fifteenth (15th) calendar day of the month following the reporting period.

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#### 2. Service Level Determinations

##### 2.1. Calculation of Service Credits

Client will be entitled to the applicable Service Credit(s) if CGI performance falls below applicable Service Level(s). CGI calculates the applicable Service Credit as specified in this Section 2, and the Service Credit is subject to the terms and conditions of the Agreement. CGI accrues and applies Service Credits to the next issued SaaS Services invoice. Service Credits shall be CGI's exclusive obligation and Client's sole remedy for availability or quality of the SaaS Services, including any failure to meet a Service Level.

##### 2.2. Availability Service Level

###### 2.2.1. CGI Application Availability Calculation

###### 2.2.1.1. Calculation Formula

CGI calculates the Availability Percentage for each applicable CGI Application for each month according to the following formula:

$$[(X - Y) / X] \times 100 = \text{CGI Application Availability Percentage}$$

Where –

X = planned minutes within the Hours of Availability for the applicable CGI Application in the month

Y = minutes that the applicable CGI Application was not available

For purposes of the calculation of CGI Application Availability Percentage, the variable Y excludes Issues and Incidents not attributable to CGI or its Subcontractors, Scheduled Maintenance and/or causes beyond CGI's reasonable control.

#### 2.2.1.2. Example Calculation

As an example, CGI calculates the CGI Application availability for CGI Transcend® in a month with twenty-six (26) days with Hours of Availability during which CGI Transcend® was unavailable for three (3) hours as follows:

$$[(X - Y) / X] \times 100$$

$$[(18,720 \text{ minutes/month} - 180 \text{ minutes/month}) / 18,720] \times 100 = 99.04\%$$

Where –

$$X = 26 \text{ days} \times 12 \text{ hours/day} \times 60 \text{ minutes/hour} = 18,720 \text{ minutes/month}$$

$$Y = 3 \text{ hours/months} \times 60 \text{ minutes/hour} = 180 \text{ minutes/month}$$

### 2.3. Issue Severity Designations and Applicability

#### 2.3.1. Issue Severity Designations and Applicability

2.3.1.1. With initial input from Client regarding business impact, CGI designates Issue Severity. In making Issue Severity designations, CGI considers the definitions of the Issue Severity, possible workarounds, and the impact of the applicable Issue on Solution functionality.

2.3.1.2. Where Client disagrees with CGI designation of Issue Severity for an Issue, Client will provide further written business justification to CGI to allow CGI to re-evaluate the Issue Severity designation. In the event the parties cannot agree on an Issue Severity designation, Client may formally escalate the disagreement through the communication protocols documented in the Operational Framework.

2.3.1.3. For Critical Issue(s), CGI will escalate the issue if not resolved within one (1) hour, and such Critical Issue(s) is worked until resolved by CGI. For Serious Issue(s), Client may request escalation if not resolved within four (4) hours, and such Serious Issue(s) is worked until resolved by CGI.

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## 3. Service Levels



This Section 3 specifies the SaaS Service items that are subject to Service Levels and the applicable Service Level metrics. In addition, this Section 3 addresses the Service Credits that apply to missed Service Levels.

In no event will Client be entitled to assess Service Credits in any given month totaling more than ten percent (10%) of one-twelfth (1/12) of annual SaaS Services Fees for the applicable contract year.

SaaS Service Item	Service Level	Service Credit (% of Monthly SaaS Services Fee)
CGI Application Availability	99.97%	3%
Critical Issue Response	CGI acknowledgement of receipt within 15 minutes	2%
Serious Issue Response	CGI acknowledgement of receipt within 30 minutes	2%
Transaction Response Times	Percentage of applicable system transactions processed in <2 sec: 90% <3 sec: 95% <4 sec: 98% <5 sec: 99%	3%

#### 4. Service Level Agreement Applicability

The parties will apply Service Levels in accordance with this Section 4.

##### 4.1. Commencement of Service Level Measurement and Reporting

Measurement and reporting of Service Levels without assessment of Service Credits begins on the Go-Live Date. Assessment of Service Credits takes effect beginning on the first day of the first full month beginning ninety (90) calendar days after the Go-Live Date.

##### 4.2. CGI Application of Service Levels to Production Environments and Use

The Service Levels apply only to the production environment and production use of the applicable SaaS Services components for which CGI is solely responsible.

##### 4.3. Incident Triggering Multiple Service Levels

Where a single Issue or Incident triggers more than one Service Level, only the Service item with the highest Service Credit will apply and result in assessment of a Service Credit.

##### 4.4. Inapplicability of Service Levels and Service Credits

Service Levels and Service Credits do not apply:

- 4.4.1. In any case when they have been suspended pursuant to Section 4.5 below;
- 4.4.2. In any case where CGI's failure to meet a Service Level results directly or indirectly from:

- 4.4.2.1. User behavior in the use of CGI Applications exceeding the documented or practical limits of the CGI Application or CGI System, as documented in Section **Error! Reference source not found.** (Sizing Information) of the applicable Order; or
- 4.4.2.2. Client or Client's other contractors failing to perform Client's responsibilities under the Agreement; or
- 4.4.2.3. Any other conditions or events beyond CGI's reasonable control.

#### 4.5. Suspension of Service Levels and Service Credits

Service Levels and Service Credits will be suspended:

- 4.5.1. For thirty (30) calendar days after the Go-Live Date of CGI Transcend® Updates other than Patches;
- 4.5.2. If CGI is delayed in addressing an Incident because CGI is waiting for Client to provide additional information, measurement of CGI's non-conformance with the applicable Service Level(s) until Client provides the required information;
- 4.5.3. During any Force Majeure event; and
- 4.5.4. During any period in which the Solution is operating in disaster recovery.

#### 4.6. Measurement of CGI Nonconformance with Service Levels

Once CGI makes a correction available to resolve an Issue or Incident impacting one or more Service Levels, measurement of CGI's non-conformance with the applicable Service Level(s) will end, regardless of when Client approves and proceeds to apply the correction. If, upon application of the correction, the Issue or Incident is not resolved, measurement of CGI non-conformance with the applicable Service Level(s) will resume upon CGI's receipt of written notification from Client and CGI confirmation of the failed resolution, provided that Client notification of failed resolution is received by CGI no later than the close of the Business Day following delivery of the applicable correction by CGI. Otherwise, the Issue or Incident underlying Client's failed resolution notice will be treated as a new Issue or Incident for purposes of applying Service Levels.

#### 4.7. Exception to CGI Application Response Time Targets

Due to the potential variability in report complexity, the proposed Transaction Response Times excludes ad-hoc queries and Client specific report response times.