

E. General Terms and Conditions of Business of CGI Deutschland B.V. & Co. KG (“CGI”)



E. Software as a Service - SaaS – Subscription General Terms and Conditions (SaaS GTC)

1. Subject and Definitions

These Software as a Service - SaaS – Subscription General Terms and Conditions (“**SaaS GTC**”) and the related Documentation govern the granting of the right to access and use the Software as a Service (“**SaaS Services**”) provided to “**Customer**” by “**CGI**” (Customer and CGI collectively “**Parties**”) designated in the Order Form (“**Order Form**”).

“**Affiliates**” means any entity controlled by, controlling, or under common control with a Party (in particular within the meaning of Para.15 ff. of the German Stock Corporations Act (AktG)). Control exists through ownership, directly or indirectly, of a majority of the outstanding equity capital and/or of the voting interests of the subject entity.

“**Authorized User**” means any employee or contractor of Customer or other individual or entity who is authorized by Customer to access and use the SaaS Services or who uses the SaaS Services under Customer’s account. The total maximum number of Authorized Users is stated in Order Form.

“**Documentation**” means applicable published technical and/or operational manuals made available to Customer.

2. SaaS Service

2.1. Subject to Section 3 CGI will grant to Authorized Users of Customer access to the SaaS Services. The scope, nature, intended use and conditions of use of the SaaS Services are set out in the respective service / product description as well as in Documentation.

2.2. CGI reserves the right to make changes to its hosting and technical infrastructure, provided these changes do not materially degrade the overall level of the SaaS Services provided hereunder.

2.3. **Not** included as a service under the SaaS Services are following additional services requiring a separate additional written service agreement under applicability of the General Terms and Conditions of Business of CGI Deutschland B.V. & Co. KG, Part A, B:

2.3.1. Customer-specific documentation such as customized user documentation or system documentation and user manuals;

2.3.2. Any services including installation, development or customized solutions, adaptations and configuration of SaaS Services;

2.3.3. Software installation and maintenance services;

2.3.4. Supply of hardware components or further software, in particular from third-party suppliers.

3. Rights of use and restrictions

3.1. Subject to these SaaS GTC and subject to Customer’s payment of the Subscription Fees and taxes in full CGI grants to Customer’s Authorized Users, a non-exclusive, non-transferable, non-sublicensable (except as provided herein), right to access and use the SaaS Services during the Subscription Term and in the Territory specified in Section 8 and Order Form in accordance with the further specifications herein by means of telecommunication (via the Internet with a browser or another suitable application (e.g. app)) for Customer’s own use within the scope of its business operations.

3.2. Customer shall not receive any further rights, in particular to the underlying software or the infrastructure services provided in the respective data center. Any further use requires prior written consent of CGI.

3.3. The right to use applies to all modified or updated versions of the SaaS Services issued during a Subscription Term and CGI may provide updated versions of the SaaS Services by informing Customer electronically about updated versions and corresponding instructions for use and make them available accordingly.

3.4. Unless prohibited under Order Form, Customer may allocate SaaS Services to its Affiliates, provided: (a) Customer remains responsible for the Affiliate's compliance with these SaaS GTC; and (b) Customer is liable for any breach of the SaaS GTC by an Affiliate. For the avoidance of any doubt, such allocation shall not mean and allow transferring or sublicensing the SaaS Services to Affiliates or any other third party.

3.5. Customer is not permitted and will not permit any other party to use the SaaS Services beyond the agreed scope of use, in particular to (a) assign, transfer, give, distribute, reproduce, transmit, sell, lease, license, sublicense, publicly display or perform, redistribute or encumber the access to SaaS Services by any means to any party; (b) rent, loan or use the SaaS Services for service bureau or time-sharing purposes, or permit other individuals or entities to create Internet links to the SaaS Services or frame or mirror the SaaS Services on any other server or wireless or Internet-based device, or in any other way allow third parties to access, use, and/or exploit the SaaS Services; (c) use the SaaS Services, in whole or in part, to create a competitive offering; (d) charge a fee to any party for access to or use of the SaaS Services; (e) use the SaaS Services in a manner inconsistent with these SaaS GTC.

3.6. Customer acknowledges that the SaaS Services are not fault-tolerant and not designed, manufactured, or in-tended for use or resale as online control equipment in hazardous environments requiring fail-safe performance and consequently will not use the SaaS Services in, with and for any application in which failure could cause personal injury or death.

3.7. Except as expressly permitted under applicable law, Customer will not and will not permit any other

party to modify, adapt, translate, reverse engineer, decompile, disassemble, decrypt, port, emulate the functionality, reverse compile, reverse assemble, or otherwise reduce or attempt to discover any source code or underlying structures, ideas, or algorithms of the SaaS Services or any confidential information or trade secret.

3.8. Only Customer's Authorized Users may access and use the SaaS Services. In the event that a Customer significantly exceeds the number of Authorized Users, or scope of use in violation of these SaaS GTC or Customer violates regulations for protection against unauthorized use or in the event of an unauthorized transfer of use, CGI may interrupt, block access to SaaS Services or revoke Customer's access authorization and/or terminate these SaaS GTC. Customer shall, upon re-request, provide CGI without undue delay with all information available to Customer for asserting claims based on the use in violation of these SaaS GTC. CGI shall grant Customer a reasonable period of grace to remedy the situation. The sole revocation of the access authorization shall not be deemed to be a termination of these SaaS GTC at the same time. CGI's claim to remuneration for use in excess of the agreed use shall remain unaffected. Customer shall have a claim to the re-granting of the access authorization and the access possibility after it has proven that it has ceased the use in breach of contract and has prevented future use in breach of contract.

3.9. If use of SaaS Services exceeds the number of Authorized Users stated in Order Form, Customer will promptly pay to CGI (i) the applicable additional Subscription Fees required for Customer to be properly authorized during any previous Subscription Term of excess and (ii) for the additional number of Authorized Users required to cover the excessive use going forward until the end of the running Subscription Term.

3.10. CGI shall be entitled to take reasonable technical measures to protect SaaS Services against non-contractual or non-compliant use. The contractual use of SaaS Services shall not be substantially impaired thereby.

3.11. These SAAS GTC do not grant permission to use CGI's trade names, (registered) trademarks, service marks or product names.

4. Performance deficiencies

4.1. The SaaS Services will be rendered in a professional and workmanlike manner and will, in all material respects, function in conformity with the Documentation. Unless expressly agreed in writing in the Documentation, a) the SaaS Services do not serve the purpose of providing digital products to consumers, b) objective requirements for digital products pursuant to Sections 327e, 434 III of the German Civil Code (BGB), in particular durability, functionality, accessibility, continuity, compatibility and security, are expressly not agreed and not owed by CGI, and c) CGI does deliver required updates of digital products to Customer only during the relevant period stated in writing in the Documentation. Only Customer shall be responsible for promptly in-installing such updates or promptly providing such up-dates to its contractors and end users together with information on the consequences of failure to do so.

The availability of the SaaS Services is specified in the Documentation. In the event of a merely insignificant reduction in the suitability, availability or function of the SaaS Services for use in accordance with these SaaS GTC, Customer shall have no claims based on defects. Strict liability of CGI due to defects already present at the time of the conclusion of Order Form (*verschuldens-unabhängige Haftung wegen Mängeln bei Vertragsschluss*) is excluded. Defects in quality, availability or function shall only be deemed to be deviations from the performance description, including in the accompanying Documentation, to the extent that such deviations impair the value or the suitability of SaaS Services for the customary use described therein to a more than insignificant extent.

4.2. CGI does not warrant that the SaaS Services will be error-free or uninterrupted or that all failures of the SaaS Services will be remedied or that the SaaS Services meet Customer's requirements or expectations, or particular purpose. CGI is not responsible for any issues related to the performance, operation or security of the SaaS Services arising from (a) the content of Customer or the content of third parties or from services provided by third parties on behalf of Customer (b) Customer's failure to provide appropriate operating environment or to meet technical requirements listed in the Documentation and prerequisites mentioned in section 6.2 necessary for accessing

and using the SaaS Services (c) un-authorized changes having been made to SaaS Services or to the agreed application environment, unless Customer proves that the changes are unrelated to the material defect that has occurred and do not significantly complicate its analysis and remedy.

4.3. If in case of a failure of the SaaS Services for which CGI is responsible, Customer shall notify CGI immediately, but at the latest within two weeks after becoming aware of the failure (*unverzüglich*), in text form (including by e-mail or via a ticket system) stating the exact nature of the default, the circumstances under which it occurs and how it is to be classified in Customer's opinion. If Customer does not provide this information, all Customer's warranty claims and rights arising from the respective failure are excluded, insofar as they are recognizable for Customer.

4.4. If CGI discovers a material failure after receipt of the notice of material default, CGI shall remedy such failure within a reasonable period of time. If such an attempt to remedy the defect does not succeed within a reasonable period of time, if it also fails within a further grace period to be reasonably determined by CGI, and if CGI does not provide a remedy Customer may, without prejudice to any claims for damages, at its option reasonably reduce the remuneration (*Minderung*) and/or terminate solely the affected parts of respective SaaS Services. In case of termination Customer may assert a claim for compensation of damages or futile expenditures suffered within the limitations of section 7 of these SaaS GTC. Termination shall be excluded in case of insignificant defaults in SaaS Services. If reported material defaults are not attributable to CGI, Customer shall compensate CGI for the time spent and the costs incurred for the failure analysis at the applicable rates. Para 327u of the German Civil Code (BGB) shall apply in the relationship between Customer and CGI only if SaaS Services are agreed in writing in the Documentation to serve the provision of digital products to consumers ("Verbraucher" as defined in the German Civil Code) and the Customer and/or its further sales partners/ resellers/etc are subject to respective claims by a consumer ("Verbraucher" as defined in the German Civil Code).

4.5. To the extent not prohibited by law, these warranties under Section 4 are exclusive and there are no other express or implied warranties, guarantees or conditions including

for software, hardware, systems, networks or environments or for merchantability, satisfactory quality, usually assumed characteristics and fitness for a particular purpose.

4.6. Claims for failure of SaaS Services shall become statute-barred within 12 months after the date on which the failure was first notified or should have been notified pursuant to section 4.3.

4.7. Should CGI's ability to perform a contractual obligation hereunder or any supporting contribution only be possible with a delay or only be possible in part due to circumstances outside its control (due to an event of force majeure, such as labor disputes, war or terrorism, weather conditions or a network failure for which neither Party is responsible), any agreed timelines shall be extended by the amount of time for which such event persists. CGI shall promptly notify the Customer via a textual medium of the temporary inability to meet obligations. Should these circumstances persist for a period in excess of 90 calendar days, either Party may terminate these SaaS GTC upon written notice, upon which Customer shall be entitled to be refunded the unamortized portion of the Subscription Fees.

5. Third party intellectual property rights and Indemnification

5.1. If the contractual use is impaired by claims, suits, actions, or proceedings brought against Customer in a court of competent jurisdiction by a third party which alleges an infringement of a third party's intellectual property rights by Customer's use of the SaaS Services, Customer shall inform CGI thereof in writing without un-due delay (but at the latest within 10 calendar days) upon becoming aware thereof. In this case, CGI shall have the right at CGI's choice, at no additional costs for Customer,

5.1.1. to modify the SaaS Services in such a way that they become non-infringing but still provide substantially the same functionality as the allegedly infringing SaaS Services; or

5.1.2. to obtain any rights required for Customer to continue using the SaaS Services; or

5.1.3. if none of the above solutions in CGI's view can be achieved with reasonable efforts, to

terminate these SaaS GTC, take back the allegedly infringing SaaS Services or portion of the SaaS Services and to refund the unamortized portion of the Subscription Fees received attributable to the respective infringing portion of the SaaS Services.

5.2. CGI will defend and indemnify Customer from all claims, actions, costs, expenses (including external legal costs in accordance with the German Lawyers' Remuneration Act (*Rechtsanwaltsvergütungsgesetz*)), damages and liabilities arising from infringement of a third party's intellectual property rights registered within the European Union by Customer's use of the SaaS Services ("**Infringement Claims**") finally awarded by a competent court or in a settlement agreement subject to: (i) Customer notifying CGI as prescribed above (ii) Customer not making an admission against CGI's interests or that could be prejudicial to the defense of such Infringement Claim; (iii) Customer not agreeing to any settlement of an Infringement Claim without the prior written consent of CGI; (iv) Customer at the request of CGI, providing all reasonable assistance and information to CGI in connection with the defense, litigation, and settlement by CGI of the claim, and (v) CGI having sole control over the selection and retainer of legal counsel, litigation and settlement of each Infringement Claim.

5.3. The indemnity hereunder shall not apply for Infringement Claims if and to the extent such claim arises as a result of

(i) Customer's use of the SaaS Services not in accordance with these SaaS GTC and Documentation;

(ii) Customer continuing the allegedly infringing activity after being notified thereof;

(iii) the alleged or actual infringement was caused by the combination or use of the SaaS Services, with software, hardware, firmware, data, or technology not approved by CGI; or

(iv) any aspect of Customer's software, documentation or data which existed prior to CGI providing the SaaS Services

(v) SaaS Services or any parts thereof being commercialized as a product or distributed to a third party in breach of these SaaS GTC.

5.4. All claims for damages or indemnification shall be subject to the provisions of Clause 7 (“**Liability**”).

6. Customer’s Obligations

6.1. Customer is obligated to check the functionality of the SaaS Services provided without delay and to satisfy it-self that the SaaS Services are usable. If the provision of access or use rights are incomplete, Customer shall notify CGI thereof in writing within two weeks after first provision of the access credentials.

6.2. Customer is solely responsible for i) obtaining, installing, and maintaining the equipment, communication lines and support services necessary to access the SaaS Services; (ii) ensuring that its internet or telecommunications connections (if applicable), hardware, devices and software are secure and compatible with the SaaS Services (iii) regular backup of its data (in particular before expiration or termination of the Subscription Term) and (iv) to protect its operating environment for the SaaS Services (software or hardware platform, software, hardware, firmware, data, or technology) against any sort of malware (virus, worms, trap door, back door, etc.) according to the current state of the art. If Customer elects to use a third-party contractor to perform work interfacing with the SaaS Services, such work shall be subject to CGI’s prior written consent. Customer is solely responsible for any work performed by, and any acts or omissions of, such third-party contractor.

6.3. Customer shall be responsible for: (i) acts or omissions by its Authorized User; (ii) maintaining the confidentiality of access credentials (including identification and authentication information, usernames, passwords, keys) used by Customer or its users and shall not disclose them to unauthorized persons.

6.4. Customer will indemnify CGI against all claims of third parties based on infringements of rights that are based on an (i) unlawful or (ii) with regard to these SaaS GTC non-compliant use of the SaaS Services by Customer or by other third parties that occurs with Customer’s approval. If Customer notices or ought to notice that such an infringement is imminent, Customer shall be obligated to inform CGI without undue delay.

7. Liability

7.1. CGI shall be liable on a statutory basis in respect of willful misconduct, gross negligence, claims under the German Product Liability Act (*Produkthaftungsgesetz*), express indemnities and guarantees (*Garantien*) and in respect of loss of life, bodily injury, or loss of medical amenity.

7.2. In all other circumstances, CGI shall only be liable for breach of contract in the absence of gross negligence in respect of a material breach of these SaaS GTC, in which case CGI’s liability shall not exceed the typical and foreseeable damage arising from such breach. A material breach is a breach of an obligation that is fundamental to the fulfilment of the purpose of these SaaS GTC such that Customer may rely on its fulfilment as a matter of course. Except where otherwise agreed, the typical, foreseeable damage shall be deemed to be the Subscription Fees paid and payable by Customer to CGI during the 12 months immediately preceding the event causing the damage. CGI shall not be liable where it is not at fault for any breach that would otherwise give rise to such liability.

7.3. Customer may only assert a claim for damages in lieu of performance of the SaaS Services in accordance with Para. 281 of the German Civil Code and/or reimbursement of expenses in accordance with Para. 284 of the German Civil Code after it has (i) set an appropriate deadline for CGI to perform the SaaS Services (or remedy any poor performance) and (ii) has provided notice that, upon expiry of such deadline, it will reject any remedy of the SaaS Services, and such remedy has in fact not taken place within the specified deadline. Damages claims, within the meaning of these SaaS GTC, include claims for reimbursement of wasted expenses.

7.4. CGI shall only be liable for loss of data where such damage would have occurred in the event of regular backups (i.e., made at intervals of no greater than 24 hours) as appropriate to the risk of loss. CGI shall further only be liable for loss of data to the extent that Customer has taken appropriate data security measures and that such data is retained and made accessible on machine readable media such that it may be restored with proportionate effort.

7.5. CGI shall not be liable for loss of profit, loss of anticipated savings, or consequential loss unless

caused by CGI's gross negligence or willful misconduct.

7.6. The limits and exclusions of liability set out at clauses 7.2 to 7.5 shall also apply to losses arising outside the scope of these SaaS GTC and to losses caused by CGI's servants, employees, legal representatives, directors or officers.

7.7. CGI shall not be liable to Customer for any loss or damage arising from the failure of any third-party enterprise engaged by Customer to perform its obligations, or for failure to do so in a timely and/or proper manner.

7.8. In determining CGI's liability, any contributory failure on the part of Customer such as failure to provide any supporting contribution in a timely and/or proper manner or at all, shall be taken into consideration.

7.9. Any claim by Customer (other than claims for personal injury caused by CGI, its servants, employees, legal representatives, directors or officers, and/or claims arising from willful or grossly negligent breaches of duty by CGI) shall be subject to a limitation period of two (2) years beginning at the time the claim arose and Customer was, or in the absence of gross negligence ought to have been, aware of such claim.

7.10. Notwithstanding any further claims, CGI is entitled to terminate these SaaS GTC immediately if Customer breaches any material provisions of these SaaS GTC that cannot be cured, or if the breach is capable of being cured is not cured within thirty (30) days. In such a case, Customer shall immediately stop its access and use of the SaaS Services. Provisions of these SaaS GTC which, due to their legal nature, shall continue to apply after termination shall remain unaffected.

8. Subscription Fee and Subscription Term

8.1. The Subscription Term commences on the Effective Date specified in the Order Form and continues for the time indicated ("**Initial Subscription Term**") unless previously terminated in a timely manner as provided in these SaaS GTC. Unless otherwise indicated in the Order Form, at the end of the Initial Subscription Term and each Renewal Subscription Term, Customer's subscription will automatically renew for another Renewal Subscription Term having the same

length as the Initial Subscription Term unless either Party has informed the other party in writing at least 90 days prior to the end date of the current Subscription Term that it does not want to renew the subscription.

8.2. Unless otherwise indicated in the Order Form, the Subscription Fees specified in the Order Form will be in-voiced for the entire Initial Subscription Term in advance of, and are due and payable prior to the Effective Date (Start Date of the Initial Subscription Term). Like-wise, Subscription Fees will be invoiced for each entire Renewal Subscription Term in advance of, and are due and payable prior to the start date of the Renewal Subscription Term. Signing an Order Form obliges Customer to pay for the entire Initial Subscription Term. Upon execution of the Order Form Customer's payment obligations accrue for the Subscription Term and are non-cancelable and any fees paid are non-refundable.

8.3. Unless indicated otherwise in the Order Form, immediate payment in full is due and payable within 30 days from receipt of invoice.

9. Export Control, Compliance with Laws and Data Privacy

9.1. Customer acknowledges that the SaaS Services including Documentation and CGI's fulfilment of its obligations under these SaaS GTC might be subject to U.S. and/or EU export control laws, including the U.S. Export Administration Act or the EU Dual Use Regulation Nr. 428/2009 and its associated regulations, and may be subject to export or import regulations in other countries. Customer will strictly comply with all applicable export laws and regulations (including sanction lists) and has the responsibility to obtain any licenses or approvals required to export, re-export, transfer, or import the SaaS Services or Documentation or to use or make such accessible from outside of the European Union.

9.2. Customer shall comply with all applicable laws and regulations including those regarding anti-corruption and anti-bribery (including the FCPA, UK Bribery Act 2010). Without limitation, Customer warrants and represents that it has not and shall not offer, promise or grant any unauthorized benefit to any employee of CGI, or any person connected to such employee. This prohibition shall extend to

any employee or servant of Customer or any third party acting in accordance with Customer's instructions.

9.3. Customer shall use the SaaS Services in accordance with privacy and data protection laws, to the extent applicable to Customer.

9.4. To the extent that CGI processes personal data in performing the SaaS Services on behalf of Customer, the Parties agree to enter into a specific data processing agreement provided by CGI governing the processing of such personal data to satisfy the requirements of the General Data Protection Regulation (GDPR). Irrespective of whether CGI is a data processor, Customer must ensure that all data to which CGI is granted access or which is transmitted to CGI is processed lawfully including to obtaining/providing any required notices, consents and/or authorizations related to its provision of, and CGI processing of content (including any personal data) as part of the SaaS Services. CGI shall not be required to validate the lawfulness of the processing of personal data.

9.5. CGI shall (i) process personal data solely in accordance with a data processing agreement on behalf of Customer in performing the SaaS Services (ii) not collect, sell or use such personal data except as necessary to perform the SaaS Services, or as otherwise permitted by the applicable laws; and (iii) where a data subject submits a verifiable request to CGI to exercise their privacy rights relating to their personal data in respect of a named Customer, CGI shall forward these requests to the named Customer's email address on file with CGI as soon as reasonably practicable.

9.6. Customer shall indemnify CGI in respect of third-party claims, including claims by data subjects and administrative measures or fines arising from the fact that the processing of personal data in accordance with this SaaS GTC is or becomes unlawful. Such indemnity shall also encompass the costs of any legal defense.

10. Contact (Support / Ticket)

Unless a separate support and maintenance contract is concluded, the following conditions apply during the Subscription Term:

10.1. CGI shall establish a point of contact for Customer ("CGI Support Address"). The CGI Support Address shall process Customer's inquiries in connection with the technical requirements and conditions of use of SaaS Services provided as well as with respect to individual functional aspects.

10.2. A prerequisite for the acceptance and processing of inquiries is that Customer designates to CGI appropriately qualified professional and technical personnel who are internally assigned by Customer to process inquiries from Authorized Users of SaaS Services provided. Customer is obligated to send requests to the CGI Support Address only via such CGI designated personnel and to use forms provided by CGI, if applicable. The CGI Support Address will accept such requests on a regular basis via a dedicated ticket system and, in individual cases, also by e-mail or telephone during CGI's normal business hours. The CGI Support Address will process proper requests in the ordinary course of business and respond to the extent possible. To the extent that a response by the CGI Support Address is not possible or not possible in a timely manner, CGI will - if expressly agreed - forward the request for processing, if applicable. Any further services of CGI Support, such as other response times and deadlines as well as on-call services or on-site operations of CGI at Customer's premises shall be expressly agreed upon in advance.

11. Disputes and applicable law

11.1. Parties shall use all reasonable endeavors to settle any differences of opinion in respect of these SaaS GTC amicably, involving their respective directors or other authorized representatives to do so.

11.2. These General Terms and Conditions of Business and any proposal or contract referring to them (including Order Form, orders, specific contracts, statements of work, etc.) are subject to the laws of the Federal Republic of Germany excluding the UN Convention on the Sale of Goods. Any dispute shall be subject to the jurisdiction of the courts sitting at Munich, Germany.

12. Miscellaneous provisions

12.1. These SAAS GTC together with any agreed upon proposal or contract (Order Form, specific contract, statements of work, etc.), constitute the entire agreement between Parties and replace all prior agreements, proposals and statements in respect of their subject matter. Parties agree that no oral or other side agreements exist.

12.2. The following order of precedence shall apply

- a) Order Form
- b) these SaaS GTC
- c) Documentation
- d) any provisions mutually agreed between Parties (where applicable).

12.3. For the avoidance of any doubt, any delivery of consultancy, training and support services including the creation of concepts, documents, studies, and analyses ("**Consultancy**" or "**Services**") together with the creation of deliverables for Customer or the creation of works in accordance with Customer-specific requirements ("**Projects**" or "**Solution Development**") including the development of Customer-specific software ("**Delivery**") stated in the Order Form shall be solely governed by the General Terms and Conditions of Business of CGI Deutschland B.V. & Co. KG, Part A, B, C and D.

12.4. Any addition or amendment to these SaaS GTC shall be made by declarations at least in text form, from which the legal binding nature of a declaration is unambiguously and permanently

documented (docusign, signed PDF document, etc.). Any addition or amendment that does not fulfil this requirement shall be null and void. This shall also apply to any amendment to this clause, setting out the requirement for such additions or amendments to be in writing. Communications via a textual medium (including, without limitation, by e-mail in the context of general business transactions) shall not be deemed to be in writing for the purposes of this clause and shall only be valid for the purposes of sharing information, intentions or considerations.

12.5. Customer shall not be entitled to assign or transfer any right under these SaaS GTC to any third party without CGI's express consent. No third party shall acquire any rights under these SaaS GTC such that these SaaS GTC are for the benefit of such third party. CGI is entitled to procure the performance of any obligations under these SaaS GTC, whether in whole or in part, via any of its Affiliates or to assign or transfer its rights and obligations under these SaaS GTC to any such Affiliate.

12.6. Should any individual provision of the agreement between the Parties be void or unenforceable, the remaining provisions shall remain in full force and effect. The Parties agree to replace the void or unenforceable provision with a valid provision that reflects the economic purpose of the void or unenforceable provision as nearly as possible. The same shall apply to the interpretation of any matter on which these SaaS GTC are silent.