MUTUAL CONFIDENTIALITY AGREEMENT

This is a Mutual Confidentiality Agreement ("**Agreement**") dated as of July 3rd, 2019 (the "**Effective Date**") by and between City of Columbus ("CLIENT") with offices at 1111 E. Broad Street, Columbus, OH 43205 and CGI Technologies and Solutions Inc. ("**CGI**") with offices at 11325 Random Hills Road, Fairfax, VA 22030.

1.   "**Confidential Information**" means tangible or intangible information belonging to or in the possession of a party which is confidential or a trade secret that is furnished or disclosed to the other party during the term of this Agreement (including third party confidential information and information exchanged in contemplation of entering into this Agreement) and is: (i) marked or designated in writing in a manner to indicate it is confidential or a trade secret; (ii) of a nature that a reasonable person would understand to be confidential or a trade secret; or (iii) identified as confidential or a trade secret in a writing provided to the receiving party within thirty (30) business days after disclosure. A party's Confidential Information includes any information pertaining to that party's client data, information and materials, and that party's (or its third party's) proprietary software and associated training, documentation and other materials, regardless of how they are disclosed or whether they are marked confidential.

2.   The parties are permitted to use the Confidential Information solely for the purpose of discussions related to a potential business opportunity for [*insert summary information about the client, the pursuit, the impending solicitation, etc.*] (the "**Purpose**"). This Agreement only covers Confidential Information disclosed for the Purpose.

3.   This Agreement only covers Confidential Information disclosed for the purpose set forth in Section 2 above.

4.   The receiving party agrees: (i) to afford the furnishing party's Confidential Information at least the same level of protection against unauthorized disclosure or use as the receiving party normally uses to protect its own information of a similar character, but in no event less than reasonable care; (ii) to limit disclosure of the furnishing party's Confidential Information to the receiving party's own employees having a need to know the information for the purposes of this Agreement; (iii) not to disclose any such Confidential Information to any third party, except as permitted in this Section 4; (iv) to use the furnishing party's Confidential Information solely and exclusively in accordance with the terms of this Agreement in order to carry out its obligations and exercise its rights under this Agreement; and (v) to notify the furnishing party promptly of any unauthorized use or disclosure of the furnishing party's Confidential Information and cooperate with and assist the furnishing party in every reasonable way to stop or minimize such unauthorized use or disclosure. Notwithstanding anything to the contrary in this Section 4, either party may disclose Confidential Information to its attorneys, auditors, insurers, accountants or other operational or service-related advisers for the purposes of reporting to or seeking advice from the relevant party. In such circumstances such party shall ensure, to the extent it is able to do

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so, that every person to whom disclosure is made pursuant to this Section 4 uses such Confidential Information solely for such purposes and complies with this Section 4 to the same extent as if it were a party to this Agreement. Confidential Information will remain the property of the furnishing party, and the receiving party will not be deemed by virtue of this Agreement or any access to the furnishing party's Confidential Information to have acquired any right, title or interest in or to the Confidential Information. The receiving party agrees not to disassemble, decompile or reverse engineer any of the furnishing party's Confidential Information.

5.   Confidential Information does not include any information that: (i) is already known to the receiving party without restrictions at the time of its disclosure by the furnishing party; (ii) after its disclosure by the furnishing party, is made known to the receiving party without restrictions by a third party having the right to do so; (iii) is or becomes publicly known without violation of this Agreement; or (iv) is independently developed by the receiving party without reference to the furnishing party's Confidential Information. If the receiving party receives a subpoena or other valid administrative or judicial notice requesting the disclosure of the furnishing party's Confidential Information, the receiving party will promptly notify the furnishing party if permitted by law. If requested, the receiving party will provide reasonable cooperation to the furnishing party in resisting or limiting the disclosure at the furnishing party's expense. Subject to its obligations stated in the preceding sentence, the receiving party may comply with any binding subpoena or other process to the extent required by law, but will in doing so make reasonable efforts to secure confidential treatment of any materials disclosed.

6.   Upon expiration or termination of this Agreement, or at the furnishing party's request: 1) the receiving party will (at the furnishing party's option) return or completely destroy the Confidential Information provided by the furnishing party, and 2) the receiving party will not retain any copies (complete or partial) of the furnishing party's Confidential Information, except that the receiving party may retain one copy of Confidential Information to comply with applicable laws and regulations, internal information retention policies, or if such Confidential Information is saved in an automatic back-up system, provided that the receiving party shall continue to be subject to confidentiality obligations under this Agreement with respect to Confidential Information so retained. Upon the written request of the Disclosing Party, the receiving party shall certify in writing that it has complied with the obligations set forth in this paragraph.

7.   Each party's obligations to protect Confidential Information will remain in full force and effect for a period of five (5) years following such return or destruction of the furnishing party's Confidential Information. After that five (5) year period, each party's obligations to protect the Confidential Information of the other party will cease, except that the obligation to protect the confidentiality of the following will continue in perpetuity: 1) the other party's trade secret information (including software and related materials owned by the party and its licensors); and 2) the other party's client information.

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8.   Each party agrees that if a court of competent jurisdiction determines that the receiving party has breached, or attempted or threatened to breach, any of its confidentiality obligations to the furnishing party or the furnishing party's proprietary rights, money damages will not provide an adequate remedy. Accordingly, the furnishing party will be entitled to seek appropriate injunctive relief and other measures restraining further attempted or threatened breaches of such obligations.

9.   THE FURNISHING PARTY PROVIDES THE CONFIDENTIAL INFORMATION SOLELY ON AN "AS-IS" BASIS. The Confidential Information is not warranted to be complete or error-free. The furnishing party will not be liable for any damages arising out of the use of the Confidential Information.

10.   The provisions of this Agreement will be deemed severable, and the unenforceability of any one or more of its provisions will not affect the enforceability of any other provision. If any provision is unenforceable, the parties will substitute an enforceable provision that preserves the original intentions and economic positions of the parties to the maximum extent legally possible. This Agreement is the entire agreement between the parties relating to its subject matter. Any claim, controversy or dispute arising under or related to this Agreement will be governed by the laws of the Commonwealth of Virginia, without regard to any provision of Virginia law that would require or permit the application of the substantive law of any other jurisdiction. Neither party may assign or otherwise transfer this Agreement or any of the rights that it grants, without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed. Any purported assignment in violation of the preceding sentence will be void. This Agreement will be binding upon the parties' respective successors and permitted assigns. No failure or delay by a party in exercising any right, power or remedy will operate as a waiver of that right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party.

11.   Each party agrees that it will not knowingly export or re-export, directly or indirectly, any technical data or product derived from the other party to any destination to which such export or re-export is controlled, restricted or prohibited by U.S. law, without obtaining prior authorization from the U.S. government.

12.   All notices will be sent to the other party at its address as set forth below or at such other address as the party may specify in a notice given in accordance with this section.

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In the case of CLIENT:	with a copy to:
City of Columbus **Address**: 1111 E. Broad Street, Columbus, OH 43205 **Attn**: Mr. Joe VonVille **Phone/Email**: 614-645-1527 / jpvonville@columbus.gv	[*insert Client, Partner, or Subcontractor's Name*] **Address**: **Attn**: **Phone/Email**:
In the case of **CGI**:	with copy to:
CGI Technologies and Solutions Inc. **Address**: 88 E Broad Street, Suite 875 Columbus, OH 43215 **Attn**: Jeff White, Director Consulting Services **Phone/Email**: Jeffrey.L.White@cgi.com	CGI Technologies and Solutions Inc. **Address**: 11325 Random Hills Road 8th Floor Fairfax, VA 22030 **Attn**: Office of General Counsel **Phone/Email**: us-ogc.crp@cgi.com

Each party has caused its authorized representative to execute this Agreement as of the Effective Date.

City of Columbus (CLIENT)   CGI Technologies and Solutions Inc. (**CGI**)

By: By:

Name: Name: Debadutta Mohapatra

Title: Title: Vice President, Consulting Services

Date: Date: 7/5/2019

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