

DXC Standard Terms

Customer agrees to be bound by these General Terms and Conditions by accepting a quote, proposal, purchase order, statement of work or similar document pursuant to which DXC agrees to provide Services to Customer on these General Terms and Conditions (each a "**Customer Contract**")

GENERAL TERMS AND CONDITIONS

1. **Services**

"**Services**" means the services, which are specified in a Customer Contract.

2. **Customer Contract**

"**Customer Contract**" means a quote, proposal, purchase order, statement of work or similar document pursuant to which DXC agrees to provide Services to Customer on these General Terms and Conditions. For each Customer Contract:

- a. "**DXC**" means the DXC entity specified in the Customer Contract;
and
- b. "**Customer**" means the Customer entity specified in the Customer Contract, and each Customer Contract incorporates:
 - i. clauses 1 to 26 of these General Terms and Conditions;
 - ii. a quote, proposal, purchase order, statement of work or similar document issued by DXC, which specifies the scope, price and special conditions applicable to the Services;
 - iii. if third party software is licensed as part of software licensing, the third-party's then current standard licence terms (a copy of which is available from DXC on request);

and

- iv. if hosting services are provided, the hosting service provider's then current standard licence terms (a copy of which is available from DXC on request).

Unless a Customer Contract expressly states otherwise, if there is any inconsistency or ambiguity between the terms and conditions of the above documents, the documents higher in the list shall take priority over the documents lower in the list, to the extent necessary to resolve the inconsistency or ambiguity.

3. Fees and taxes

Fees and charges payable by Customer for the Services will be as set out in the Customer Contract. Unless otherwise stated in the Customer Contract, fees are exclusive of taxes, duties, and other charges (including installation, shipping, handling and insurance). If a withholding tax is required by law, Customer will pay DXC the gross amount stated in the invoice without reduction for withholding tax. Unless otherwise specified in the Customer Contract, DXC will charge separately for reasonable out-of-pocket expenses incurred and approved by Customer in providing the Services.

4. Fee increase

DXC may increase the fees and charges at the intervals and by the amount of the index or other mechanism specified in the Customer Contract.

5. Invoices and payment

All fees and charges for a Service will be invoiced on the dates specified in the Customer Contract. Customer agrees to pay all fees and charges within thirty (30) days of DXC's invoice date or such other period specified in the Customer Contract. If Customer fails to make payment by the due date, DXC may charge interest at a rate of 2% pa above the base Bank Bill Swap Rate (or equivalent, subject to jurisdiction) from the date payment became due until the balance owing is paid in full, accrued daily. In addition, if Customer fails to pay an invoice within fifteen (15) days after the due date

for payment, DXC may suspend or cancel performance of the relevant Customer Contract until payment is received in full. DXC will not be liable to Customer for any loss or damage Customer suffers where DXC exercises its rights under this clause.

6. Dependencies

- a. **Customer Obligations.** DXC's ability to deliver Services will depend on Customer's performance of any obligations specified in the Customer Contract, reasonable and timely cooperation and the accuracy and completeness of any information required from Customer as specified in the Customer Contract or as reasonably requested by DXC. If information provided by Customer is inaccurate or incomplete, or if Customer fails to perform its obligations under the Customer Contract, then in addition to clause 6, the parties agree to negotiate reasonable changes to the impacted Customer Contract.
- b. **Consents.** Customer warrants that it has obtained all necessary approvals, licences, authorizations, consents and permits to enable DXC to: (i) reasonably access Customer sites and Customer personnel, and (ii) use, access, maintain and modify Customer software, third party software and hardware, and other materials provided by Customer to DXC, to the extent necessary to provide the Services.
- c. **Compliance with laws.** Customer is responsible for: (i) identifying and interpreting all laws which apply to Customer's receipt and use of the Services but which are not generally applicable to DXC's business ("**Customer Laws**"), (ii) satisfying itself that the Services comply with Customer Laws prior to Service commencement, and (iii) monitoring amendments in Customer Laws and instructing DXC on any resulting changes required to the Services (through application of clause 7).
- d. **Excused performance.** Any failure or delay by DXC to perform its obligations under a Customer Contract will be excused if the

failure was caused by: (i) any act or omission of Customer or its employees, agents or contractors, including any failure or delay by Customer to perform its obligations under the Customer Contract, (ii) a force majeure event as described in clause 20, (iii) the reasonable reliance by DXC on Customer's instructions, authorizations, approvals or other information, or (iv) any act or omission of a third party not under DXC's control. DXC will use reasonable commercial efforts to perform the Services in such circumstances, and DXC shall be entitled to additional payment and an extension of time, that is reasonable in the circumstances, for performance of DXC's obligations.

- e. **Site safety.** Customer shall ensure that all Customer work site(s) attended by DXC personnel are safe and comply with all relevant occupational health and safety laws and regulations. DXC may suspend or refuse service if conditions at the site are, in its reasonable opinion, unsafe or hazardous.

7. Changes

Either DXC or Customer may request changes to the scope or timing of Services described in a Customer Contract, in accordance with the following change control procedures; all change requests will: (a) be in writing; (b) have a description of the requested change; (c) describe the purpose for the change; (d) determine the priority of the change; (e) specify the date of requested implementation; (f) identify the pricing impact of the change (if any), and (g) give the name of the individual authorized to request such changes. Changes requested will be reviewed promptly by the receiving party and all changes mutually agreed to by the parties will become effective upon the date set out in the document executed by both parties describing such changes. changes in laws, regulations and Customer policies which impact the delivery of Services, will be processed under this clause 7.

8. Performance standard

Services are performed using generally recognized commercial practices and standards, and in accordance with any service levels specified in the

Customer Contract. Customer agrees to comply with the service request process specified in the Customer Contract (or otherwise agreed by the parties) and provide prompt notice of any service concerns. Unless specifically stated otherwise in a relevant Customer Contract, the Customer acknowledges and agrees that DXC may, as part of the Services, store Customer data offshore, or may provide offshore access to Customer data.

9. **Warranty**

DXC warrants that: (a) the Services will be provided with reasonable skill and care, to the standards generally observed in the industry for similar services, and (b) the Services will be provided in accordance with all laws generally applicable to DXC's business as an IT service provider. Services supplied by DXC are not designed to be used in high risk and/or life support environments where errors or failures could lead to injury or death without adequate fail safe and redundancy systems.

10. **Eligibility**

DXC's Services and warranty commitments do not cover claims resulting from:

- a. any act, omission or event referred to in clause 6(d) (excused performance);
- b. improper use, or site, environmental or system preparation or conditions not compliant with the applicable Customer Contract;
- c. modifications or improper product or software maintenance or calibration not performed or authorized by DXC;
- d. failure or functional limitations of any non-DXC software or hardware which impacts any software or hardware receiving DXC support or service unless the Customer Contract specifies that the non-DXC software or product is supported as part of the Service;

- e. malware (e.g. virus, worm, etc.) not introduced by DXC or any person under DXC's control;
- f. transportation, fire, water damage or electrical disturbances not caused by DXC or any person under DXC's control; or
- g. third party components, including third party software and hardware, hosting services provided by third parties, and any other third-party product or service procured by DXC on behalf of Customer. Such components are provided subject to the third party's terms, conditions and warranties.

11. Remedies

These General Terms and Conditions state all remedies for warranty claims in respect of each Customer Contract. Except for the warranties set out in these General Terms and Conditions, DXC makes no other warranty to the Customer in connection with the Services and all other warranties, representations or conditions, express or implied, including the implied warranties of merchantability, fitness for a purpose and noninfringement are excluded by DXC, to the maximum extent permitted by law.

12. Intellectual property rights

- a. **"IP"** means all materials, know-how, methodologies, processes, techniques, tools, forms, templates, software, copyrights, patents, trademarks, trade secrets and all other intellectual property rights.
- b. **DXC's IP.** As between DXC and Customer, DXC will own all IP (i) owned by or licensed to DXC on or prior to the date of the applicable Customer Contract, (ii) developed by DXC independently of the applicable Customer Contract, (iii) created by DXC (including any IP developed jointly with Customer) in performance of the Services, except for deliverables described in clause 12(e), and (iv) all modifications, enhancements and derivative works of such IP, irrespective of the party creating them.

- c. **Customer's IP.** As between DXC and Customer, Customer will own all IP (i) owned by or licensed to Customer on or prior to the date of the applicable Customer Contract, (ii) created by Customer independently of the applicable Customer Contract, and (iii) all modifications, enhancements and derivative works of such IP, irrespective of the party creating them. Customer grants DXC a non-exclusive, worldwide, royalty-free licence to use, reproduce and modify any Customer IP that is necessary for DXC to perform the Services.
- d. **Deliverables owned by DXC.** Subject to clause 12(e), DXC retains all IP rights in the deliverables created for Customer and grants Customer a non-exclusive, royalty-free licence to use, reproduce and modify such deliverables for its own internal use.
- e. **Deliverables owned by Customer.** If the Customer Contract specifies that Customer owns a deliverable, then DXC assigns to Customer all IP rights in that deliverable, excluding any other DXC IP and any third-party IP in that deliverable. DXC grants Customer a non-exclusive, royalty free licence to use and reproduce any DXC IP included in such deliverables for internal use only, to the extent necessary to make use of the deliverables. Unless the Customer Contract specifies otherwise, Customer grants DXC a non-exclusive, royalty-free right and licence to use, display, reproduce and create derivative works based on such deliverables.
- f. **Third party components.** Any third-party IP incorporated into a deliverable will be subject to the applicable third-party licence terms.
- g. **Know how.** Nothing in this clause 12 will prevent DXC from reusing or redeveloping any concepts, knowledge, techniques or the like in the continuation of its business, provided that nothing in this clause limits DXC's other obligations under these General Terms and Conditions, including those of confidentiality.

13. IP infringement

DXC will defend and/or settle any claims brought against Customer by an unaffiliated third party, that use of the Services by Customer, in accordance with the Customer Contract, infringes that third party's IP. DXC will rely on Customer's prompt notification of the claim and cooperation with DXC's defense. DXC may modify the Services to be non-infringing and materially equivalent or may procure a licence. If these options are not commercially reasonable, DXC's obligation to provide the affected Services and Customer's obligation to pay for the affected Services will be terminated and DXC will provide a commercially reasonable refund to the Customer. The remedies specified in this clause are the extent of DXC's liability in the case of an unaffiliated third-party claim against Customer of IP infringement. DXC is not responsible for IP infringement claims resulting from the matters referred to in clause 10 or for claims resulting from a deliverable's content or design provided by Customer.

14. Confidentiality

Information exchanged under these General Terms and Conditions and any Customer Contract will be treated as confidential if identified as such at disclosure or if the circumstances of disclosure would reasonably indicate such treatment. Confidential information may only be used for fulfilling obligations or exercising rights under these General Terms and Conditions and any applicable Customer Contract pursuant to which the information was disclosed, and shared with employees, agents, contractors, affiliates and advisers with a need to know such information to support that purpose. Confidential information will be protected using the same degree of care that receiver would use to protect its own confidential information (which shall be no less than a reasonable degree of care) to prevent unauthorized use or disclosure for such period as the information remains confidential. These obligations do not cover information that: (a) was known or becomes known to the receiving party without obligation of confidentiality; (b) is independently developed by the receiving party; or (c) where disclosure is required by law or a governmental agency.

15. Personal Information

DXC undertakes to comply, in accordance with its privacy policy (available on request) and all reasonable instructions of Customer, with all privacy

laws applicable to the jurisdiction in which the Services are provided. If Customer requires DXC to comply with laws, policies or instructions which exceed DXC's undertakings in its privacy policy, the cost of such compliance will be borne by the Customer.

16. **Global trade compliance and anti-corruption**

Services (including products/deliverables) provided under these terms are for Customer's internal use and not for commercialization. If Customer exports, imports or otherwise transfers products and/or deliverables provided under these terms, Customer will be responsible for complying with applicable laws and regulations and for obtaining any required export or import authorizations. Both parties must comply with the body of local, state, provincial, national and international laws and regulations relating to antibribery and anti-corruption. DXC may suspend its performance under these General Terms and Conditions and any applicable Customer Contract to the extent required by law.

17. **Limitation of liability**

Except for liability which may not be excluded or limited by applicable law:

- a. **Liability cap.** DXC's aggregate liability to Customer for all claims arising under or in connection with a Customer Contract, whether based on contract, indemnity, tort (including negligence), statute, equity or otherwise, is limited to direct damages and shall not exceed the total amount paid and payable by Customer under that Customer Contract during the 12 months before the later of (i) the date of the last event which Customer alleges gave rise to liability, and (ii) the date which is 12 months from the date of the Customer Contract. This clause 17(a) does not limit DXC's indemnity obligations under clause 13 or either party's liability for unauthorized use of IP; death or bodily injury; damage to tangible property; acts of fraud; or wilful repudiation of the Agreement or the applicable Customer Contract.

- b. **Consequential loss.** Neither party will be liable for lost revenues or profits, savings, downtime costs, indirect, special or consequential costs or damages.
- c. **Proportional liability.** Any liability of a party for loss or damage, however caused (including by negligence), in connection with a Customer Contract is reduced to the extent that the other party or its employees, contractors or agents contribute to the loss or damage.

18. Customer data

Customer is solely responsible for: (a) the accuracy and integrity of its data as entered and/or processed by its users when utilizing the Services; and (b) the transfer, migration and/or conversion of such Customer data from or to the Services.

19. Disputes

A party must not commence any court or arbitration proceedings in connection with a Customer Contract ("**Dispute**"), other than for interlocutory relief, unless the parties have complied with this clause. A party claiming a Dispute has arisen must give written notice ("**Notice**") to the other party specifying the nature of the Dispute. Within 7 days of receipt of the Notice (or such further period as agreed in writing by them) senior management of each party shall meet to discuss the Dispute and seek resolution. If a resolution is not reached within 7 days of such meeting, the parties shall, within 30 days of receipt of the Notice (or such further period agreed in writing by them), mediate the Dispute with an agreed mediator and in accordance with agreed mediation rules and failing agreement, with a mediator and mediation rules determined by the most senior officer of the professional association governing legal practitioners in country, state or territory of incorporation of DXC.

20. Force majeure

Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control and without fault, except for

payment obligations. If an event of force majeure is ongoing for more than 60 days, either party may terminate the affected Customer Contract without penalty.

21. Non-solicitation

For the period from the date these General Terms and Conditions is signed until the date which is twelve (12) months after completion of the last Customer Contract, neither party will solicit for employment employees of the other. This clause does not prevent either party from employing or engaging a person that independently responds to a genuine public advertisement placed by that party in good faith and without prior discussion to the respondent individual.

22. Termination

Services provided under a Customer Contract will terminate on expiry of the term or any renewal term specified in the Customer Contract or upon a party providing notice of termination in accordance with the Customer Contract. Either party may terminate these General Terms and Conditions and/or any applicable Customer Contract on written notice if the other party:

- a. fails to meet any material obligation (including payment obligations) under the applicable Customer Contract and fails to remedy the breach within 30 days of being notified in writing of the breach; or
- b. becomes insolvent, unable to pay debts when due, files for or is subject to bankruptcy or receivership or asset assignment.

Termination of these General Terms and Conditions and/or any Customer Contract will not terminate any other Customer Contract which is not subject to the notice of termination. Termination will not relieve a party of any accrued payment obligations. Any terms in these General Terms and Conditions or Customer Contract which by their nature extend beyond termination or expiration of these General Terms and Conditions or

Customer Contract will remain in effect until fulfilled and will apply to both parties' respective successors and permitted assigns. Any pro-rated unused portion of fees paid in advance by the Customer for Services which have not or cannot be delivered after termination due to DXC's default shall be refunded to the Customer by DXC within 30 days of termination, except for any non-refundable third-party fees.

23. Relationship of parties

The parties are independent contractors. Nothing in this these General Terms and Conditions or any Customer Contract is intended to create or imply a joint venture, partnership, employment or agency relationship between the parties.

24. Notices

A notice or other communication is properly given by a party if posted or emailed to the other party's address for notices listed in the Customer Contract, and is taken to be received after 3 working days in the case of post, and in the case of email on the earlier of the time the recipient acknowledges receipt or a read receipt is received from the recipient's email system.

25. Governing law

These General Terms and Conditions and each Customer Contract will be governed by the laws of the country, state or territory of incorporation of DXC and the courts of that locale will have jurisdiction, however, DXC may bring suit for payment in the country where the Customer named on the Customer Contract is located. Customer and DXC agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.

26. General

These General Terms and Conditions and each Customer Contract represents the entire understanding of the parties with respect to its subject matter and supersedes any previous communication, agreement or any

terms on a Customer purchase order or other Customer document in respect of that subject matter. Modifications to these General Terms and Conditions or a Customer Contract will be made only through a written amendment signed by both parties. The parties shall not be deemed to have waived any term or condition of these General Terms and Conditions or any Customer Contract unless such waiver is in writing and signed by the relevant party and any such waiver shall only apply to the particular transaction, dealing or matter in respect of which it was given. DXC may, at its sole discretion, assign, novate or transfer a Customer Contract, in whole or in part, to an affiliate of DXC. Customer may not assign or transfer a Customer Contract without DXC's prior written consent, which shall not be unreasonably withheld or delayed. These General Terms and Conditions and each Customer Contract may be executed in any number of counterparts and all such counterparts taken together will be deemed to constitute one instrument.