

FastTrack Lite: General Terms and Conditions



Modular Contract
A fair contract fast

DXC and Customer agree to be bound by these General Terms and Conditions by executing below or by executing a Contract which references these General Terms and Conditions.

Where these General Terms and Conditions have been executed below, they will apply to all Contracts entered by DXC and Customer on and from the latest date of execution. Affiliates of each party may participate under these General Terms and Conditions by entering into a Contract.

“**Affiliates**” means, for each party, any entity controlled by, controlling, or under common control with that party.

“**Contract**” has the meaning given to that term in clause 2 of these General Terms and Conditions.

EXECUTED AS AN AGREEMENT

Signed for and on behalf of DXC:	Signed for and on behalf of Customer:
<p>DXC Company Name: Click or tap here to enter text.</p> <p>DXC Company Number (if applicable): Click or tap here to enter text.</p> <p>Name of Authorised Representative Click or tap here to enter text.</p> <p>_____ Signature of Authorised Representative</p>	<p>Customer Company Name Click or tap here to enter text.</p> <p>Customer Company Number (if applicable) Click or tap here to enter text.</p> <p>Name of Authorised Representative Click or tap here to enter text.</p> <p>_____ Signature of Authorised Representative</p>
<p>Date: Click or tap to enter a date.</p>	<p>Date: Click or tap to enter a date.</p>

GENERAL TERMS AND CONDITIONS

1. Services

Services means any of the following services which are specified in a Contract:

- (a) **Software Licensing** – licensing of third-party software (**Third Party Software**);
- (b) **Professional Services** - supply of professional services, such as IT consulting, training, integration, applications development, project management, implementation, scripting, training, data transfer, and attendant documentation services;
- (c) **Maintenance and Support Services** - supply of maintenance and support services for Third Party Software and/or hardware specified in the Contract (**Supported Software** and **Supported Hardware** respectively);
- (d) **Hosting Services** – supply of DXC or third-party cloud or hosted computing platforms and infrastructure;
- (e) **Managed Services** – supply of services to manage all or part of Customer's information technology requirements as specified in the Contract; and
- (f) **Hardware Procurement Services** - procurement of third party products on behalf of Customer,

Annexure A to these General Terms and Conditions sets out additional terms and conditions applicable to each of the above Service types.

2. Definitions and Contract

- (a) **Contract** means a written contract for Services signed by Customer and DXC which references these General Terms and Conditions.
- (b) Each Contract incorporates:
 - (i) clauses 1 to 27 of these General Terms and Conditions;
 - (ii) Service Terms in Annexure A (as applicable to the Services specified in the Contract);
 - (iii) Country Specific Terms (if any) in Annexure B (as applicable for the governing law jurisdiction in clause 26);
 - (iv) a completed Contract details form (the form to be used is attached as Annexure C to these General Terms and Conditions);
 - (v) an Order, Solution Pack or SOW, which specifies the scope, price and special conditions applicable to the Services (attached as Schedule 1 to the Contract);
 - (vi) if Third Party Software is licensed as part of the Contract, the Third-Party licence terms specified in the Contract; and
 - (vii) if Hosting Services are provided, the Hosting Service terms specified in the Contract.

- (c) Unless a Contract expressly states otherwise, if there is any inconsistency or ambiguity between or among the documents contained in a Contract, the order of precedence will be: the Third Party Software license; the Hosting Services terms; the Order or Statement of Work; the terms of the Contract; Annexure A; Annexure B; and these General Terms and Conditions in descending order.

(d) Other Definitions

- (i) **Charges** means the amounts that DXC is entitled to charge Customer for Services provided under a Contract and any other amounts payable by Customer to DXC under the Contract;
- (ii) **Contract Year** means a period of 12 months commencing from a Contract's Effective Date or from any anniversary of the Contract's Effective Date
- (iii) **Customer** means the Customer entity specified in the Contract;
- (iv) **DXC** means the DXC entity specified in the Contract;
- (v) **Effective Date** means the date the Contract commences as specified in the Contract, and if none is specified, the date the last party to the Contract signs it;
- (vi) **Force Majeure Event** means any event or circumstance beyond a party's reasonable control including natural disasters, health crises, riots, war, terrorism, civil disorder, court order, acts or regulations of governmental bodies, labour disputes, or failures or fluctuations in electrical power or telecommunications services, and which it could not have prevented by reasonable precautions;
- (vii) **Losses** means any claims, actions, damages, liabilities, costs and expenses of every kind and nature, including reasonable legal fees and expenses.
- (viii) **Procured Hardware** means the hardware to be procured by DXC for the Customer as specified in the Contract, if any;
- (ix) **Renewal Term** means the subsequent period of such Contract duration as may be agreed by the parties following the expiration of the Term as specified in the Contract, if any;
- (x) **Term** means the initial duration of the Contract starting on the Effective Date and continuing for the period of the Term set out in that Contract;

3. Charges and Taxes

The Charges payable by Customer for the Services will be as set out in the Contract. Unless otherwise stated in the Contract, the charges are exclusive of taxes, duties, and other fees (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 Contract, DXC will charge separately for reasonable travel and out-of-pocket expenses incurred in providing the Services in accordance with DXC's travel policy and as approved by Customer.

4. Increase in Charges

DXC may increase the Charges at the intervals and by the amount of the index or other mechanism, if any, specified in the Contract.

5. Invoices and Payment

All Charges for the Services will be invoiced on the dates specified in the Contract. Customer agrees to pay all Undisputed Charges and expenses within 30 days of DXC's invoice date or such other period specified in the Contract. If Customer fails to make payment of the Undisputed Charges by the due date, DXC may charge interest at a rate of 2% above the then current US Dollar 12 month London Inter-bank Offer Rate (LIBOR) or the highest rate permitted by applicable law if less. In addition, if Customer fails to pay Undisputed Charges within 15 days after the due date for payment, DXC may suspend performance of the relevant Contract until payment of the Undisputed Charges is received in full. If Customer fails to pay Undisputed Charges within 20 days after the due date for payment, DXC may terminate the relevant Contract for material breach pursuant to clause 22(a). If DXC elects to suspend performance of a Contract, DXC will reinstate the provision of the Services under the affect Contract as soon as reasonably practicable following receipt in full of the overdue amount if at the date of receipt of such payment a notice of termination has not been issued by DXC. DXC will not be liable to Customer for any Losses Customer suffers where DXC exercises its rights under this clause, neither will DXC be liable for any service credits nor liquidated damages which would otherwise be payable as a result of a breach of any obligation under a Contract to the extent the breach occurred as a result of the suspension of performance of it.

If Customer (acting in good faith) disputes the amount of any invoice, Customer may issue DXC with an invoice Dispute Notice (in accordance with clause 19) prior to the date the relevant invoice is due for payment (setting out the amount disputed and the reason for disputing that amount). Customer may withhold the amount disputed in the Notice until the Dispute is resolved. Customer must pay to DXC the undisputed amount of an invoice (**Undisputed Charges**) by the date that invoice is due for payment. If Customer does not notify DXC of a disputed amount prior to the date the relevant invoice is due for payment, Customer must pay the invoice in full by the due date.

6. Dependencies

- (a) **Customer Obligations.** DXC's ability to deliver Services will depend on Customer's performance of any obligations specified in the Contract, reasonable and timely cooperation and the accuracy and completeness of any information required from Customer as specified in the 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 Contract, then in addition to clause 6, the parties agree to negotiate reasonable changes to the impacted 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 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 Contract, (ii) a relief or 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 is entitled to additional Charges and an extension of time, that is reasonable in the circumstances, for performance of DXC's obligations.
- (e) **Site Safety.** Customer must 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 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 in accordance with any service levels specified in the Contract. Customer agrees to comply with the service request process specified in the Contract (or otherwise agreed by the parties) and provide prompt notice of any service concerns. Unless specifically stated otherwise in a relevant Contract, the Customer acknowledges and agrees that DXC may, as part of the Services, store Customer data in a country other than where it originated and may provide access to Customer data from a country other than where it is stored.

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 Contract;
- (c) modifications or improper hardware or software maintenance or calibration not performed or authorized by DXC;
- (d) failure or functional limitations of any Third Party Software or hardware which impacts any software or hardware receiving DXC support or service unless the Contract specifies that the Third Party 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

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 particular purpose and non-infringement 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 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 Contract, (ii) developed by DXC independently of the applicable Contract, (iii) created by DXC (including any IP developed jointly with Customer) in performance of the Services, except for deliverables described in clause 1212(e), and (iv) all modifications, enhancements and derivative works of such IP, irrespective of the party creating them.
- (c) **Customer 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 Contract, (ii) created by Customer independently of the applicable 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 1212(e), DXC retains all IP rights in the deliverables created for Customer and grants Customer a non-exclusive, worldwide, royalty-free licence to use, reproduce and modify such deliverables for its own internal use.
- (e) **Deliverables Owned by Customer.** If the Contract specifies that Customer owns a deliverable, then, subject to receipt of payment in full for it, DXC assigns to Customer all IP rights in that deliverable, excluding any DXC IP and any third-party IP in it. DXC grants Customer a non-exclusive, worldwide, 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 Contract specifies otherwise, Customer grants DXC a non-exclusive, worldwide, royalty-free right and licence to use, display, reproduce such deliverables and create derivative works based on them.
- (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 indemnify Customer against any claims brought against Customer by an unaffiliated third party, that use of the Services by Customer, in accordance with the Contract, infringes that third party's IP. DXC will rely on Customer's prompt notification of the claim and cooperation with DXC's defence. 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 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 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 must 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; (c) where disclosure is required by law or a governmental agency; (d) is known to the general public. Personal information subject to privacy laws is not confidential information for the purposes of this clause and clause 17 and will be protected in accordance with clause 15.

15. Personal Information

To the extent not otherwise specified in a Contract, DXC undertakes to comply, in accordance with its privacy policy (a copy of which can be found at: <https://www.dxc.technology/privacy>) 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.

Customer confirms that it has obtained all necessary consents and authorisations for the lawful processing of personal information by DXC, DXC Affiliates and subcontractors before providing personal information to DXC. Customer hereby authorizes DXC, DXC Affiliates and subcontractors to process the personal information that Customer provides to DXC for the purpose of performing DXC's obligations under a Contract.

16. Global Trade Compliance and Anti-Corruption

Services (including products/deliverables) provided under these General Terms and Conditions are for Customer's internal use and not for commercialization. If Customer exports, imports or otherwise transfers products and/or deliverables provided under these General Terms and Conditions, 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 anti-bribery

and anti-corruption. DXC may suspend its performance under these General Terms and Conditions and any applicable 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.** Either party's aggregate liability to the other for all Losses arising under or in connection with these General Terms and Conditions or a Contract, whether based on contract, indemnity, tort (including negligence), statute, equity or otherwise in a given Contract Year is limited to direct damages and will not exceed the higher of the total amount paid and payable by Customer under that Contract in that Contract Year or US\$500,000.
- (b) This clause 17 does not limit each party's liability for breach of Contract in relation to: (i) Losses that may not be excluded or limited according to applicable law; (ii) DXC's obligations under Clause 13; (iii) death or bodily injury caused by their negligence; (iv) damage to tangible personal property and buildings (which for clarity does not include software programs or customer data in whatever media they are stored); (v) acts of fraud (vi) unauthorised use of confidential information or IP; and (vii) wilful repudiation of the contract
- (c) **Excluded Losses.** Neither party will be liable for lost revenues or profits, loss of anticipated savings, loss of goodwill, downtime costs, business interruption, diminished business value nor for any indirect, exemplary, punitive, special or consequential Losses of any party, including third parties, even if a party has been advised of the possibility of such Losses.
- (d) **Proportional Liability.** Any liability of a party for Losses, however caused (including by negligence), in connection with a Contract is reduced to the extent that the other party or its Affiliates, employees, contractors or agents contribute to the Losses.

18. Customer Data

Customer is solely responsible for: (a) the accuracy and integrity of its data as entered into 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 Contract (**Dispute**), other than for interim, injunctive, or 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 must meet to discuss the Dispute and seek resolution. If a resolution is not reached within 7 days of such meeting, the parties must, 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. Relief and 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 a Force Majeure Event materially affecting the delivery or receipt of Services is ongoing for more than 45 days, either party may terminate the affected Contract with payment of 50% of the required termination Charges (unless otherwise specified in a Contract).

21. Non-Solicitation

For the period from the date these General Terms and Conditions are signed until the date which is 12 months after completion of the last 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 with the respondent individual.

22. Termination

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

- (a) commits a material breach of a Contract (including a breach of payment obligations) 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 Contract will not terminate any other 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 Contract which by their nature extend beyond termination or expiration of these General Terms and Conditions or Contract will remain in effect until fulfilled and will apply to both parties' respective successors and permitted assigns. Any pro-rated unused portion of Charges paid in advance by the Customer for Services which have not or cannot be delivered after termination due to material breach of the Contract by DXC will be refunded to the Customer by DXC within 30 days of termination, except for any non-refundable third party fees identified in the Contract.

23. Subcontracting

The Parties acknowledge that the Services may be provided by DXC, DXC's Affiliates and/or subcontractors. DXC will remain responsible for the obligations performed by its Affiliates and subcontractors to the same extent as if such obligations were performed by DXC.

24. Relationship of Parties

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

25. 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 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 at 9.00 am on the next working day after transmission (provided that the document itself is in a portable document format).

26. Governing Law

These General Terms and Conditions and each 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 Contract is located. Customer and DXC agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.

27. General

These General Terms and Conditions and each 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 Contract will be made only through a written amendment signed by both parties. The parties will not be deemed to have waived any term or condition of these General Terms and Conditions or any Contract unless such waiver is in writing and signed by the relevant party and any such waiver will 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 Contract, in whole or in part, to an Affiliate of DXC. Customer may not assign or transfer a Contract without DXC's prior written consent, which will not be unreasonably withheld or delayed. These General Terms and Conditions and each Contract may be executed in any number of counterparts and all such counterparts taken together will be deemed to constitute one instrument. Headings are for convenience only and will not affect the interpretation of any clause. If any term of these General Terms and Conditions or any Contract is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such term or provision will be deemed stricken, and all other terms will remain in full force and effect. As a substitute for such invalid, illegal or unenforceable terms the parties will negotiate in good faith an alternative mutually acceptable term consistent with the original intent of the parties. The General Terms and Conditions and all Contracts are for the exclusive benefit of the parties, and no third party will be entitled to assert third party beneficiary status or otherwise make a claim under such.



ANNEXURE A – SERVICE TERMS

Part 1 – Software Licensing

1. **Term.** The Third Party Software is licensed to the Customer for the Term or Renewal Term specified in the Contract, unless terminated earlier in accordance with clause 22. If Third Party Software is licensed on a time limited term or subscription basis, Customer acknowledges that continued use is conditional on the Customer's payment of the licence or subscription Charges specified in the Contract.
2. **Licence Rights.** Third Party Software is licensed to the Customer during the Term or any Renewal Term, either: (i) under the terms of the third party's End User Licence Agreement with Customer; or (ii) under the terms of a sub-licence granted by DXC on the same terms as DXC's licence agreement with the third party. In all cases, Customer and its authorised users use of the Third Party Software is subject to and governed by the terms and conditions set out in the applicable third party software licence agreement.
3. **Restrictions.** Except as expressly authorised in the Contract, Third Party Software may not be modified or made available to any third party and Customer will not make the functionality of Third Party Software available to third party users through any means including but not limited to uploading the Third Party Software to a network or file-sharing service or through any hosting service. Customer must not commercialise the Third Party Software or use the Third Party Software to process the business of any third party or to operate a bureau service.
4. **Reverse Engineering.** Customer must not disassemble, decompile or reverse engineer the Third Party Software or use any other methods to gain access to source code of the Third Party Software or any trade secrets embodied in the Third Party Software or for any other purpose, except to the extent such restrictions are expressly permitted by law notwithstanding this prohibition.
5. **Reservation of Rights.** Customer's rights in the Third Party Software will be limited to those expressly granted under the relevant Contract. DXC and its licensors reserve all rights and licences in and to the Third Party Software not expressly granted to the Customer under the Contract.
6. **Hosting Service Use and Validation.** Any access to and use of Third Party Software through a Hosting Service is governed by Annexure A, Part 4 of these General Terms and Conditions. DXC or its third party service providers may perform validation checks from time to time to verify Third Party Software used through a Hosting Service is validly licensed and that no unauthorised changes have been made to the validation functions of the Third Party Software.
7. **Updates/Upgrades and Support.** If a Contract includes Maintenance and Support Services for the Third Party Software, Customer's right to receive updates and upgrades and support for the Third Party Software is governed by the terms of the Contract, including Annexure A, Part 3 (Maintenance and Support Services). In all other circumstances, DXC has no obligation to provide and Customer has no right to receive updates, upgrades or support for the Third Party Software.
8. **Warranty.** DXC does not provide any warranty with respect to Third Party Software. The warranty (if any) with respect to Third Party Software will be as set out in the third party's then-current terms and conditions.

Part 2 – Professional Services

1. **Scope.** DXC will provide to Customer the Professional Services (including any deliverables) specified in the Contract.
2. **Term.** Professional Services are provided for the Term or any Renewal Term specified in the Contract.
3. **DXC Personnel.** Where DXC employees are named in the Contract, DXC will use commercially reasonable efforts to ensure such employees are available to provide the Professional Services. DXC will notify the Customer if a named employee is no longer available and will provide a replacement employee of equivalent capability to deliver the Professional Services.
4. **Schedule.** DXC will use commercially reasonable efforts to perform the Professional Services in accordance with any time periods specified in the Contract. Unless otherwise expressly stated in the Contract, any time specified in the Contract is intended for planning and estimating purposes only and is not intended as a "time of the essence" provision. If DXC becomes aware that it will not be able to meet any time stated in the Contract, it will promptly notify Customer and request an extension of time.
5. **Acceptance.** Deliverables will be accepted by the Customer when the acceptance criteria and acceptance procedure, if any, specified in the Contract, have been met, or when the Customer uses the deliverables in a production environment, whichever occurs first. If Customer fails to complete acceptance testing within the period specified in the acceptance procedure or where no acceptance criteria or procedure are specified in the Contract, deliverables will be deemed accepted upon the date of delivery to the Customer.
6. **Hourly and Daily Rates.** "normal working hours" and the number of hours constituting a "normal working day" are defined in the Contract and apply, Monday to Friday, excluding public holidays in the location where Professional Services are being provided. If Customer requires a DXC resource to work outside normal working hours, overtime rates may apply as specified in the Contract. DXC will confirm in writing or via e-mail with the Customer prior to the commencement of overtime work. Should a request not be able to be approved by the Customer due to urgency or unavailability of an approver, DXC will perform the work beyond a normal working day in good faith, and will subsequently seek approval, which will not be unreasonably withheld.
7. **Cancellation and Rescheduling Charges.** If Customer cancels or reschedules the Services, Customer will pay any cancellation and rescheduling Charges specified in the Contract.
8. **Warranty. Warranty Period** for a deliverable that is software (but excluding Third Party Software) is 90 days from acceptance (in accordance with clause 5 of this Part 2) and for all other deliverables is 30 days from delivery. DXC warrants that during the Warranty Period, each deliverable, will materially comply with its specification in the Contract. If Customer notifies DXC of a material non-conformity during the Warranty Period, then as Customer's sole and exclusive remedy DXC will remedy or replace the affected deliverable. DXC does not warrant that deliverables will be error-free or operate without interruption or that the deliverables will operate in hardware and software combinations other than as authorized by DXC in the Contract. DXC does not provide any warranty with respect to third party components incorporated in any deliverable. The warranty (if any) with respect to third party components will be as set out in the



third party's then-current terms and conditions.

9. **Staff Augmentation.** Professional Services may include staff augmentation services, which will involve the provision of personnel who will be under the full direction and control of Customer. Unless otherwise provided in a Contract, such personnel will be provided during normal working hours as set out in clause 6 of this Part 2.

Part 3 - Maintenance and Support Services

1. **Scope.** DXC will provide to Customer the Maintenance and Support Services detailed in the Contract for the Supported Software and Supported Hardware. DXC will provide Maintenance and Support Services for additional hardware and software, subject to Customer and DXC signing an appropriate amendment to the Contract.
2. **Term.** Maintenance and Support Services will be provided for the Term or any Renewal Term specified in the Contract. If Maintenance and Support Services are provided on a renewal or subscription basis, Customer acknowledges that continued provision of the Services is conditional on the Customer's regular periodic payment of renewal or subscription Charges specified in the Contract.
3. **Charges.** Unless otherwise stated in the Contract, all Charges for Maintenance and Support Services are payable annually in advance before the Effective Date or commencement of the next Renewal Term. DXC will provide Customer with written notice of any change to the Charges no later than 90 days prior to commencement of the next Renewal Term, and any change will become effective for the next Renewal Term.
4. **Hours and location.** Maintenance and Support Services will be provided during the hours specified in the Contract at the locations specified in the Contract or if no location is specified, then at any location of DXC's choosing.
5. **Hardware Maintenance.**
 - (a) **Replacement parts.** Any required replacement parts for Supported Hardware will be provided by DXC on an exchange basis and will be new standard parts or parts of equal quality and provided with a manufacturer equivalent warranty. Where a part or unit is replaced, the replaced part or unit will become the property of DXC and the replacement part or unit will become the property of the Customer upon installation of the replacement part.
 - (b) **Care of hardware.** Customer will care for the Supported Hardware, house it in suitable premises with suitable environmental conditions and follow reasonable operating or other manufacturer instructions for the care and use of the hardware.
6. **Software Maintenance.**
 - (a) **Updates/Upgrades.** DXC will advise the Customer of, and at the request of the Customer, provide an executable copy of any new versions, new releases, updates, service packs or corrections for the Supported Software that are made available by the software licensor. Any Professional Services performed by DXC in relation to any such new release, update, service pack or correction will be detailed in a Contract.
 - (b) **Error Correction.** If the Customer demonstrates to DXC that the Supported Software does not conform to its documentation/specification then: (i) for DXC Supported Software, DXC will use reasonable efforts to trace and rectify the error, and (ii) for third party Supported Software, DXC will escalate the error for

correction by the licensor and will provide any error corrections to the Customer as soon it is made available by such licensor.

7. **Recommencing Services.** Subject to any reactivation terms for Supported Software and unless otherwise provided in the Contract, if Customer terminates Maintenance and Support Services (in whole or with respect only to certain software modules or the number of users) and subsequently desires to restart such Services, Customer will pay DXC for Maintenance and Support Services backdated to the termination date plus Maintenance and Support Charges for the restart. The date restarted will be the renewal date for future Renewal Terms, if any.
8. **Exclusions.** Maintenance and Support Services exclude the following unless specified otherwise in the Contract:
 - (a) services for Supported Hardware and Supported Software not at a minimum current hardware and software version configuration;
 - (b) upgrading, modifying or refurbishing Supported Hardware;
 - (c) new versions or releases of software other than Supported Software;
 - (d) supply and installation of consumables (including user replaceable items);
 - (e) updates to documentation unless normally supplied by the manufacturer/vendor;
 - (f) data correction, data transfer or data conversion; and
 - (g) repairs required due to: (i) misuse or abuse; (ii) damage or malfunction caused by fire, smoke, heat, water, flood, storm, lightning, electrical failure and any other similar event; (iii) repairs or modifications by any party other than DXC; (iv) use other than in manufacturer's specified operating environment; (v) Supported Hardware being moved by any person (other than DXC) who has not complied with manufacturer's instructions; (vi) Supported Hardware used in excesses of its rated life span, or which has become unserviceable or worn out; (vii) manufacturer recalls including product or parts replacement or substitution; (viii) for warranty uplift services, inability or refusal of the manufacturer to provide services or spares under any warranty that Customer has assigned to DXC; (ix) bugs, errors or defective materials and workmanship in any Third Party Software; (x) maintenance, repair or servicing of non-Supported Hardware on which the Supported Software is installed resulting in a malfunction of the Supported Software; or (xi) the deliberate or negligent acts or omissions of the Customer or any third party.

Where the above exclusions apply, DXC will advise Customer and may offer to provide Professional Services on a chargeable time and materials basis.

9. **Additional Services.** If a service requested by the Customer is beyond the scope of the Maintenance and Support Services, DXC may agree to provide such services as Professional Services.
10. **Service Levels.** DXC will provide Maintenance and Support Services in accordance with DXC's current published 'Service Level Statement'.



Part 4 - Hosting Services

1. **Hosting Service Provider** means DXC or the third-party hosting provider specified in the Contract.
2. **Hosting Service Terms** means the terms and conditions applicable to the Customer and its users' use of the Hosting Services as specified in the Contract.
3. **Hosting Service Levels** means the service levels applicable to the Hosting Services, as determined solely by the Hosting Service Provider and specified in the Hosting Service Terms.
4. **Scope.** DXC will provide to Customer the Hosting Services specified in the Contract.
5. **Term.** Hosting Services are provided for the Term or any Renewal Term specified in the Contract. If Hosting Services are provided on a renewal or subscription basis, Customer acknowledges that continued provision of the Services is conditional on the Customer's regular periodic payment of renewal or subscription Charges specified in the Contract.
6. **Hosting Services Use and Validation.** Any access to and use of Hosting Services is subject to and governed by the applicable Hosting Service Terms, including the Hosting Service Provider's Acceptable Use Policy. The Hosting Service Provider and DXC may perform validation checks from time to time to verify that the Customer is complying with the Hosting Service Terms.

Part 5 - Managed Services

1. **Transition In** means the period after the Effective Date specified in the Contract, if any, for transition of the Services to be delivered under that Contract from Customer or their existing service provider to DXC.
2. **Transition Out** means the period specified in a Contract immediately prior to the expiry of the Term or a termination effective date, if any, for transition of the Services under that Contract to Customer or its nominated service provider.
3. **Scope.** DXC will provide to Customer the Managed Services specified in the Contract. Customer is responsible for all components of its information technology and operating environment that do not form part of the Managed Services or part of any other Services provided under the Contract.
4. **Term.** Managed Services are provided for the Term or any Renewal Term specified in the Contract. Managed Services will commence on the later of the first date of the Term and the date on which Transition In activities are completed. If Managed Services are provided on a renewal or subscription basis, Customer acknowledges that continued provision of the Services is conditional on the Customer's regular periodic payment of renewal or subscription Charges specified in the Contract.
5. **Transition In.** Each party will complete its Transition In responsibilities specified in the Contract. Customer will provide DXC with assistance, information and access to facilities and staff to enable DXC to complete its Transition In responsibilities in accordance with the Contract. If during Transition In, either becomes aware of any matter which materially affects provision of the Managed Services, the parties agree to negotiate in good faith reasonable changes to the Contract.
6. **Service Evolution.** Managed Services include:
 - (a) evolutionary changes in methods, processes and technologies which DXC introduces from time to time, without additional charges, in the normal course of its business generally; and
 - (b) scheduled refresh and upgrades expressly specified in the Contract.

All other changes must be authorised in accordance with clause 7 of the General Terms and Conditions.

7. **Service Levels.** Service Levels specified in the Contract, if any, will apply to the Managed Services with effect from the date specified in the Contract or, if no date is specified, from the date DXC starts providing the Managed Services.
8. **Service Locations.** DXC may perform all or part of the Managed Services from any location determined by DXC, provided that any change in service location will not:
 - (a) have a material adverse impact on the Services; or
 - (b) be made in respect of any Services specified in the Contract as requiring Customer consent prior to relocation.
9. **Reporting.** DXC will implement measurement and monitoring tools and metrics as well as standard reporting procedures to measure and report DXC's performance of the Managed Services against the applicable Service Levels. The nature, extent and frequency of the reports will be as specified in the Contract.
10. **Third Party Agreements.** On and from the Effective Date, DXC will accept assignment of the third-party agreements, if any, specified in the Contract, provided that:
 - (a) DXC reviewed the agreements and negotiated any required amendments during Transition In;
 - (b) Customer warrants that it is in compliance with the agreements on the Service commencement date;
 - (c) Customer pays any costs to assign to or otherwise allow DXC to use the agreements for providing the Managed Services; and
 - (d) on termination of the Managed Services, Customer pays any costs to assign the agreements from DXC to Customer or its nominee.
11. **Transition Out.** DXC will conduct the Transition Out activities, if any, specified in the Contract.
12. **Cooperation.** DXC will cooperate with Customer and the Customer's contractors to allow the proper performance of any services provided by Customer or third parties, and Customer will pay DXC for additional material costs incurred and invoiced by DXC in connection with such cooperation.
13. **Additional Provisions.** To the extent that any Software Licensing, Maintenance and Support Services or Hosting Services are provided in conjunction with or as part of a Managed Service, the provisions of the applicable parts of Annexure A applies to those Managed Services in addition to the provisions of this Part 5.

Part 6 - Hardware Procurement Services

1. **Procurement.** DXC will procure, on behalf of Customer, the Procured Hardware specified in the Contract.
2. **Payment.** Payment for Procured Hardware is due on delivery to the delivery address specified in a Contract. Payment for Procured Hardware will not be subject to acceptance by Customer or completion of the installation, commissioning or test procedures,
3. **Title and Risk.** Title in Procured Hardware transfers to the Customer immediately upon payment in full. Customer accepts risk of loss or damage to the Procured Hardware upon delivery.
4. **Freight.** Responsibility for freight, transit insurance and associated charges will be detailed in each Contract. In the absence of such terms, Customer will be responsible for freight, transit insurance and associated charges from the



point at which Procured Hardware is available for dispatch from DXC's or its supplier's premises.

5. **Delivery.** Procured Hardware will be delivered to the delivery location(s) specified in the Contract. Delivery locations must allow access which is reasonable and unless otherwise specified in the Contract, Customer will at its own expense facilitate off-loading of the Procured Hardware at the delivery locations.
6. **Delivery Date.** If a delivery date is specified in a Contract, that date is an estimate only and DXC is not liable for any delay in delivery. Where DXC is aware of or anticipates a delay in delivery, it will promptly notify Customer of the delay and the revised estimated delivery date. If Customer requests a delay to the delivery date or is unable to accept delivery of the Procured Hardware on the delivery date or the delivery date is delayed due to a cause beyond the reasonable control and without fault of DXC then Customer is liable for any extra charges, losses or expenses incurred by DXC.
7. **Warranty.** The manufacturer's warranty is provided with all Procured Hardware. DXC does not provide any warranty for Procured Hardware.
8. **Installation and Commissioning.** If installation and commissioning of the Procured Hardware is included in the Contract, these Services will be provided by DXC as Professional Services in accordance with Part 2. Customer is responsible for all site approvals (including landlord and council if any), cabling, power and/or environment preparation required.

ANNEXURE B – REGIONAL SPECIFIC TERMS

The following country specific terms will apply to Services provided in these specified countries.

1. Australia

- (a) **ACL Consumer Notice.** If the Services acquired by the Customer constitute a consumer good or service for the purposes of the Australian Consumer Law, then the consumer guarantees apply to those goods and/or services and nothing in these General Terms and Conditions is intended to exclude or modify the Customer's rights in respect of those guarantees. The following mandatory notices are required under the Australian Consumer Law in respect of consumer goods and services: "During the process of repair, some or all of Customer's stored data may be lost. Customer must ensure that data has been saved elsewhere prior to repair. Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods."
- (b) **GST.** Any consideration to be paid or provided for a supply made under on in connection with these General Terms and Conditions does not include an amount on account of any goods and services tax or any similar tax ("**GST**"), unless expressly stated to be "GST inclusive" in the Contract. If any supply made under or in connection with these General Terms and Conditions is regarded as a taxable supply and is subject to any GST, the party making the supply may, in addition to any amount or consideration expressed as payable elsewhere in these General Terms and Conditions, recover from the other party an amount calculated by multiplying the amount or consideration payable for the relevant supply by the prevailing GST rate. Any additional amount on account of GST recoverable under this clause will be calculated without any deduction or set-off of any other amount. Any amount recoverable under this clause is payable upon demand, provided always that the party making the supply will issue a tax invoice to the other party prior to the payment becoming due.

2. Denmark

- (a) *In Clause 5 (Invoices and Payment) of the General Terms and Conditions:* "US Dollar 12 Month London Inter-bank Offer Rate (LIBOR)" will be replaced by the "statutory interest rate".
- (b) *Clause 21 (Non-Solicitation) of the General Terms and Conditions is deleted in its entirety and the remaining provisions are renumbered accordingly.*

3. Fiji

- (a) **VAT.** Value Added Tax (**VAT**) means the Fijian Valued Added Tax as defined under the Fijian Value Added Tax Decree 1991 and the taxation laws in Fiji. Unless expressly stated otherwise, all Charges stated in the Contract exclude VAT. VAT will be charged and added to any Charges at the prevailing rate at the time a tax invoice is issued in accordance with the terms required under the Fijian Value Added Tax Decree 1991 and any statutory provisions or regulations in force at the

time of issuing the tax invoice. In the event that DXC is required to collect any tax for which the Customer is responsible, the Customer will pay such tax directly to DXC.

- (b) **Warranties.** If a warranty required or implied under the Commerce Commission Decree 2010 (Fiji), and the Sale of Goods Act [Cap 230] (Fiji) as amended or other statutes or regulations that impose conditions that cannot be excluded, or restricted, this Contract must be read and interpreted subject to any such provisions, provided that to the extent permitted by law, the liability of DXC under such warranty is limited to either the repair or replacement of the goods or service, or paying the cost of having the goods or service repaired or replaced

4. Germany

- (a) *Add following to the end of Clause 9 (Warranty) of the General Terms and Conditions:* No provision in any of the Contracts will be interpreted as a guarantee ("Garantie") according to ss. 443, 444, 639 BGB (German Civil Code), unless explicitly specified otherwise.
- (b) *Clause 12 (e) (Intellectual Property Rights) of the General Terms and Conditions will be replaced with following:*

Deliverables Exclusively Licenced to the Customer. If the Contract specifies that Customer will receive an exclusive licence to 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 Contract specifies otherwise, Customer grants DXC a non-exclusive, royalty-free right and licence to use, (a) display, reproduce and create derivative works based on such deliverables.

- (c) *The following will be included in Clause 12 (Intellectual Property Rights) of the General Terms and Conditions as sub-clause (h):* Ss. 69a to 69g UrhG (German Act on Copyright and Related Right) remain unaffected.
- (d) *In addition to Clause 14 (c) (Confidentiality) of the General Terms and Conditions the following applies:*

If DXC is obliged by official or court order to grant access to Customer's data processed or stored by the DXC, DXC will inform Customer without undue delay prior to granting such access so that Customer can take legal action against the order, unless such information to Customer is illegal under applicable Law. DXC and Customer will, at Customer's expense, jointly take all legally permissible steps to prevent disclosure of such data.

- (e) *Add the following to the end of Clause 17 (a) (Limitation of Liability) of the General Terms and Conditions:* The limitation above will also not apply to claims according to the German Product Liability Act (Produkthaftungsgesetz).



- (f) *Add the following to the end of Clause 17 (c) (Limitation of Liability) of the General Terms and Conditions:* The provisions under this clause 17 (c) will be interpreted in accordance with Section. 254 BGB(German Civil Code).

5. India

- (a) **Taxes.** The consideration and Charges specified in a Contract are exclusive of all taxes presently in force or enacted in future, including but not limited to Goods and Service Tax, any government levies and other duties, cesses as may be applicable, all of which the Customer shall be responsible for and pay in full. In no event, will DXC be held responsible to pay for/ reimburse for any taxes imposed on the income of the Customer or its Affiliates. The parties will co-operate with each other in determining the extent to which any tax is due and owing under the circumstances and shall provide and make available to each other any documentation, certificates or other information reasonably requested by either party. Further, If the Customer is required under the provisions of Indian Income Tax law to deduct or withhold taxes from a payment to DXC, then, the Customer must give an official receipt in the prescribed forms, in support of all taxes withheld on payments made to DXC under the provisions of the Income Tax Act, 1961 read with the Income Tax Rules, 1962. Furthermore, in the event of credit not being provided to DXC in respect of such tax deduction at source (TDS) on account of Customer not mentioning the correct Permanent Account Number of DXC, the Customer shall file revised quarterly TDS returns so as to facilitate credit of such TDS to DXC and in the eventuality of credit not being provided to DXC in respect of such TDS on account of default/ non-compliance by the Customer, the Customer agrees to compensate DXC to the extent to which credit is not provided to DXC
- (b) **Compliance with Local Laws.** Both parties represent and warrant that they shall comply with all applicable laws, regulations, and rules in India including but not limited to labour laws, applicable anti-bribery and applicable anti-corruption laws.

6. Indonesia

- (a) The parties expressly waive the application to any Contract of Articles 1266 and 1267 of the Indonesian Civil Code but only to the extent of the requirement that a court order is required to terminate this Agreement.
- (b) Each Contract is made in Bahasa and English. Both versions are equally authentic. In the event there are inconsistencies between the two versions, the English version prevails.
- (c) Each Contract is governed by and construed exclusively in accordance with the laws of the Republic of Indonesia. Any dispute, controversy or claim arising out of or relating to the Contract, or the breach, termination or invalidity thereof, will be settled by arbitration in Singapore in accordance with the Singapore International Arbitration Centre Arbitration Rules as then in force provided the process set out in clause 19 has first been followed. The arbitration will be administered by SIAC in accordance with its practice rules and regulations. With respect to any

legal action brought in the Republic of Indonesia for the enforcement of any arbitral award, each party irrevocably elects permanent domicile at the District Court of Central Jakarta (Kantor Panitera Pengadilan Negeri Jakarta Pusat).

7. New Zealand

- (a) **Consumer Guarantees.** Notwithstanding the General Terms and Conditions, any Services supplied by DXC are subject to the mandatory warranties and conditions of the Consumer Guarantees ACT 1993 ("CGA") unless the Customer is a business or is being supplied by DXC for the purposes of a business, in which event pursuant to section 43 of the CGA, DXC and the Customer hereby agree that the CGA will not apply to these General Terms and Conditions. Under the CGA and the Fair Trading Act 1986 when implied conditions and warranties cannot be excluded, DXC limits its liability to the resupply of the Services.
- (b) **GST.** Any consideration to be paid or provided for a supply made under on in connection with these General Terms and Conditions does not include an amount on account of any goods and services tax or any similar tax ("GST"), unless expressly stated to be "GST inclusive" in the Contract. If any supply made under or in connection with these General Terms and Conditions is regarded as a taxable supply and is subject to any GST, the party making the supply may, in addition to any amount or consideration expressed as payable elsewhere in these General Terms and Conditions, recover from the other party an amount calculated by multiplying the amount or consideration payable for the relevant supply by the prevailing GST rate. Any additional amount on account of GST recoverable under this clause will be calculated without any deduction or set-off of any other amount. Any amount recoverable under this clause is payable upon demand, provided always that the party making the supply will issue a tax invoice to the other party prior to the payment becoming due.

8. Sweden, Netherlands

- (a) *In Clause 5 (Invoices and Payment) of the General Terms and Conditions:* "London Inter-bank Offer Rate (LIBOR)" will be replaced by the "statutory interest rate".

9. United States of America

- (a) *Add the following to the end of Clause 3 (Charges and Taxes) of the General Terms and Conditions:* Except for taxes based upon DXC's net income and DXC's property taxes, Customer will be solely responsible for all taxes, surcharges, and duties arising out of or based upon the provision of Services, however they may be designated. Customer will also be responsible for all third party charges for installation, shipping, handling, and insurance (except to the extent otherwise specified in a Contract). Customer will either pay such amounts directly or reimburse DXC to the extent DXC so pays.
- (b) *Replace Clause 9 (Warranty) of the General Terms and Conditions in its entirety with the following:*



Warranty and Covenants. DXC warrants that the Services will be provided in accordance with all laws generally applicable to DXC's business as an IT service provider. DXC covenants that the Services will be provided with reasonable skill and care, to the standards generally observed in the industry for similar services. Customer covenants that the Services supplied by DXC will not 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.

- (c) *Replace Clause 17 (Limitation of Liability) of the General Terms and Conditions in its entirety with the following:*

Limitation of Liability. (A) TO THE EXTENT ARISING UNDER OR RELATED TO THESE GENERAL TERMS AND CONDITIONS, BUT NOT RELATED TO ANY CONTRACT, THE LIABILITY OF EACH PARTY FOR DAMAGES WILL BE LIMITED TO A TOTAL AGGREGATE AMOUNT OF \$50,000USD WHETHER BASED ON ONE OR MORE ACTIONS OR CLAIMS IN CONTRACT, EQUITY, WARRANTY, STRICT LIABILITY, NEGLIGENCE OR OTHER TORT, OR OTHERWISE. FOR THE AVOIDANCE OF DOUBT, CLAIMS RELATED TO ANY CONTRACT ARE SUBJECT TO THE LIMITATION IN SECTION (B) BELOW IN LIEU OF THIS LIMITATION IN SECTION (A).

TO THE EXTENT ARISING UNDER OR RELATED TO A CONTRACT, THE LIABILITY OF EACH PARTY FOR DAMAGES WILL BE LIMITED TO A TOTAL AGGREGATE AMOUNT OF THE GREATER OF (I) THE TOTAL AMOUNT PAID AND PAYABLE BY CUSTOMER UNDER SUCH CONTRACT (EXCLUDING TAXES, REIMBURSEMENTS, AND PASS-THROUGHS) DURING THE 18 MONTHS PRIOR TO THE DATE OF THE LAST EVENT WHICH CUSTOMER ALLEGES GAVE RISE TO LIABILITY, AND (II) \$50,000USD WHETHER BASED ON ONE OR MORE ACTIONS OR CLAIMS IN CONTRACT, EQUITY, WARRANTY, STRICT LIABILITY, NEGLIGENCE OR OTHER TORT, OR OTHERWISE. FOR THE AVOIDANCE OF DOUBT: MULTIPLE CLAIMS RELATED TO A SINGLE CONTRACT WILL BE SUBJECT TO THE AGGREGATE LIMITATION OF LIABILITY FOR SUCH CONTRACT; EACH CLAIM RELATED TO A CONTRACT MUST BE ASSOCIATED WITH ONLY ONE CONTRACT; AND CLAIMS ARISING UNDER OR RELATED TO ANY CONTRACT ARE SUBJECT TO THE LIMITATION IN THIS SECTION (B) IN LIEU OF THE LIMITATION IN SECTION (A).

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR, NOR WILL THE MEASURE OF DAMAGES SET OUT IN SECTIONS (A) OR (B) INCLUDE, ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES OR AMOUNTS FOR LOSS OF REVENUE, PROFITS, GOOD WILL, OR SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE LIMITATIONS IN SECTIONS (A), (B), AND (C) ABOVE WILL NOT APPLY TO A PARTY'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE; AMOUNTS OWED TO DXC UNDER A CONTRACT, DEATH OR BODILY INJURY; DAMAGE TO TANGIBLE PERSONAL PROPERTY; ACTS OF FRAUD; WILLFUL REPUDIATION OF THESE GENERAL TERMS AND CONDITIONS OR A CONTRACT, BREACHES IN RESPECT OF CLAUSE 13 (IP INFRINGEMENT), AND BREACHES IN RESPECT OF CLAUSE 21 (NON-SOLICITATION).

MONETARY DAMAGES AS SET OUT IN SECTIONS (A), (B), AND (C) ABOVE ARE AN EXCLUSIVE REMEDY WHERE NO OTHER REMEDY IS PROVIDED AND ARE A SOLE AND EXCLUSIVE ALTERNATIVE REMEDY IN THE EVENT ANOTHER

REMEDY IS PROVIDED AND SUCH OTHER REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE.

- (d) *Replace Clause 21 (Non-solicitation) of the General Terms and Conditions in its entirety with the following:* "Unless approved in writing by the other party, neither party will directly solicit employees of the other (who first become known to a party as a result of these General Terms and Conditions or any Contract) to undertake employment with it, or any Affiliate, until one (1) year following the later of execution of these General Terms and Conditions or the expiration/termination of all Contracts. Direct solicitation does not include: (i) responding to advertisements in the general media; (ii) submission of resumes through a party's web site; and/or (iii) submission of resumes while attending a party's job fair, and, except to the extent an individual was specifically encouraged to respond to such advertisements or submit a resume as set out above, there will not be a restriction on the hiring of individuals so responding. Because of the difficulty of measuring damages, the parties agree that liquidated damages of one year's salary per applicable individual will be paid for each breach of this clause."
- (e) *Add the following to the end of Clause 19 (Disputes) of the General Terms and Conditions:* "Notwithstanding the foregoing, neither party is required to participate in mediation."
- (f) *Delete the following from Clause 24 (Notices) of the General Terms and Conditions:* "(provided that the document itself is in a portable document format)".
- (g) *Replace "the country, state or territory of the incorporation of DXC" in Clause 25 (Governing Law) of the General Terms and Conditions with the following:* "the state of New York".
- (h) *Replace Annexure A – Part 1 – Software Licensing. Paragraph 8 (Warranty) in its entirety with the following:* "DXC does not provide any replacement covenant with respect to Third Party Software. The replacement covenant (if any) with respect to Third Party Software will be as set out in the third party's then-current terms and conditions".
- (i) *Replace Annexure A – Part 2 – Professional Services. Paragraph 8 (Warranty) in its entirety with the following:* "**Replacement Period** for a deliverable that is software (but excluding DXC Software and Third Party Software) is 90 days from acceptance (in accordance with clause 5 of this Part 2) and for all other deliverables is 30 days from delivery. DXC covenants that during the Replacement Period, each deliverable, will substantially comply with its specification in the Contract. If Customer notifies DXC of a non-conformity during the Replacement Period, then as Customer's sole and exclusive remedy DXC will remedy or replace the affected deliverable. DXC does not covenant that deliverables will be error-free or operate without interruption or that the deliverables will operate in hardware and software combinations other than as authorized by DXC in the Contract. DXC does not provide any replacement covenant with respect to third party components incorporated in any deliverable. The replacement covenant (if any) with respect to third party components will be as set out in the third party's then-current terms and conditions."

ANNEXURE C – CONTRACT DETAILS

This is a Contract for Services to be provided by DXC to the Customer. This Contract incorporates the GENERAL TERMS AND CONDITIONS specified below.		
Customer for this Contract		
Name:	Click or tap here to enter text.	
Company number:	Click or tap here to enter text.	
Attention:	Click or tap here to enter text.	
Address:	Click or tap here to enter text.	
Phone:	Click or tap here to enter text.	
Email:	Click or tap here to enter text.	
Signature of authorised representative:	Name of authorised representative: Click or tap here to enter text.	Date signed: Click or tap to enter a date.
DXC entity for this Contract		
DXC entity:		
Signature of authorised representative:	Name of authorised representative: Click or tap here to enter text.	Date signed: Click or tap to enter a date.
GENERAL TERMS AND CONDITIONS applicable to this Contract: <ul style="list-style-type: none"> GENERAL TERMS AND CONDITIONS previously agreed between DXC and Customer (or their Affiliates) as detailed below ("MASTER SERVICES AGREEMENT"); or in all other cases, the GENERAL TERMS AND CONDITIONS attached. 		
Customer entity which is party to MASTER SERVICES AGREEMENT	Click or tap here to enter text.	
DXC entity which is party to MASTER SERVICES AGREEMENT	Click or tap here to enter text.	
Date of execution of MASTER SERVICES AGREEMENT	Click or tap to enter a date.	

Services		
Services:	<input type="checkbox"/> Software Licensing (Part 1)	<input type="checkbox"/> Professional Services (Part 2)
	<input type="checkbox"/> Maintenance and Support Services (Part 3)	<input type="checkbox"/> Hosting Services (Part 4)
	<input type="checkbox"/> Managed Services (Part 5)	<input type="checkbox"/> Hardware Procurement Services (Part 6)
Order, Solution Pack or SOW:	The Order, Solution Pack or SOW for this Contract is attached as Schedule 1.	
Third Party Software:	Third Party Software provided under this Contract is listed below: (if Hosting Services are not provided, leave blank) [Insert Details] The applicable Third-Party licence terms are specified in [the Solution Pack / Schedule 2] .	
Supported Software:	Maintenance and Support Services are provided under this Contract for the following Third-Party Software: (if none, leave blank) [Insert Details]	
Supported Hardware:	Maintenance and Support Services are provided under this Contract for the following hardware: (if none, leave blank) [Insert Details]	
Hosting Service Provider and Hosting Service Terms:	The Hosting Service Provider for Hosting Services provided under this Contract is: (if Hosting Services are not provided, leave blank) [Insert Details] The applicable Hosting Service Terms are specified in [the Solution Pack / Schedule 3] .	
Procured Hardware	The Procured Hardware to be procured under this Contract is listed below: [Insert Details]	

SCHEDULE 1 – ORDER, SOLUTION PACK or SOW

[Attach Order / Solution Pack / SoW Here]

SCHEDULE 2 – THIRD PARTY SOFTWARE LICENCE TERMS

The following terms and conditions govern Customer's use of the Third-Party Software (if any). If no terms are provided, then the applicable terms are the Third Party's then current standard terms.

[Attach or insert a link to the Third Party's terms and conditions – usually in the form of an End User Licence Agreement - or if those terms are contained in the Solution Pack, delete this schedule]

SCHEDULE 3 – HOSTING SERVICE TERMS

The following terms and conditions govern Customer's use of the Hosting Services (if any). If no terms are provided, then the applicable terms are the Hosting Service Provider's then current standard terms.

[Attach or insert a link to the Hosting Service Terms. If the Hosting Services are provided by DXC then insert DXC's Hosting Service terms - or if those terms are contained in the Solution Pack, delete this schedule]