Base Terms
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Figure 1: FastTrack Modules
1. Introductory Terms

1.1 Interpretation

1.1.1 In the Agreement:

a. clause headings and table of contents are for convenience of reference only and will not enter into the interpretation of such provisions;
b. unless otherwise specified, any reference to a “clause”, “section”, or “Schedule” in a Contract Document is a reference to a clause or section of that Contract Document or a Schedule attached to that Contract Document;
c. unless otherwise specified, all references to days, months or years are references to calendar days, months or years; and
d. unless the context requires otherwise, the singular includes the plural and vice versa.

1.1.2 Terms defined in any Contract Document shall have the same meaning when used in any of the other Contract Documents unless otherwise specified.

1.2 Application of terms of Agreement

1.2.1 If any provision of the Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the Parties as nearly as possible in accordance with applicable Law.

1.2.2 In performing its obligations under the Agreement, neither Party will be required to undertake any activity that would conflict with the requirements of any applicable Law.

1.2.3 Each Execution Document may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute one instrument.

1.3 Order of Precedence

1.3.1 Unless otherwise specified in a Module, Addendum or an Execution Document forming part of a Contract, the order of precedence of the Contract Documents comprising that Contract shall be as follows:

a. Execution Document(s);
b. Module(s);
c. Base Terms;
d. Addenda;
e. Solution Pack(s) and Product Orders (where applicable); and
f. any other documents forming part of the Contract, with the latest in time taking precedence over the earlier in time.
1.4 Conflicts

1.4.1 Subject to the remainder of this clause, in the event of any express conflict or inconsistency between the provisions of any Contract Documents, the order of precedence referred to in clause 1.3 of these Base Terms will apply. The provisions of a document higher in the order of precedence will prevail over the provisions of a document lower in the order of precedence to the extent of any express conflict or inconsistency. The provisions of a document higher in the order of precedence will be so construed to give effect to the applicable provisions of a document lower in the order of precedence to the fullest extent possible.

1.5 Goals and Objectives

1.5.1 The goals and objectives of the Parties, if any, are stated in a Contract and are not intended to increase or reduce the scope of the Parties' obligations under a Contract or to alter the plain meaning of any provision of a Contract.

1.6 Definitions

1.6.1 Capitalised terms used in the Agreement are contained in Schedule 1 of these Base Terms.

2. Structure

Figure 2: Modular Contract Structure
2.1 Key Contract Documents

2.1.1 These “Base Terms” comprise the core provisions that will apply generally to the services, resources, deliverables, Hardware and/or Software to be provided by DXC to Customer as mutually agreed upon from time to time by DXC and Customer in a Contract.

2.1.2 “Modules” contain more specific terms applicable to the provision of categories of Products and/or Services being purchased via a Contract.

2.1.3 Each Contract may have supporting Contract Documents in the form of “Addenda”.

2.1.4 A “Solution Pack” describes:
   a. Products and/or Services to be provided by DXC to Customer;
   b. the price for the Products and/or Services payable by Customer to DXC; and
   c. any Service Levels that apply to DXC’s provision of the Services.

2.1.5 An “Execution Document” is a document substantially in the form set out in Schedule 3.

2.1.6 A "Contract" is a compilation of documents referred to in clause 2.2.2 or 2.2.3.

2.2 Agreement Structure and Contracts

2.2.1 The Parties may execute Contracts from time to time to agree the basis and terms on which DXC will provide Products and/or Services to Customer.

2.2.2 The first Contract executed by the Parties must include at least an Execution Document, the Base Terms and one or more Modules and shall, together with all subsequent Contracts, form the “Agreement”.

2.2.3 Subject to clause 2.2.2, a Contract:
   a. must include an Execution Document executed by the Parties;
   b. includes the Base Terms in the Agreement and does not vary those Base Terms unless otherwise specified in the Execution Document;
   c. must specify in the Execution Document or Solution Pack that an existing agreed Module in the Agreement applies, and/or include another Module which will apply, to Products or Services to be provided pursuant to that Contract; and
   d. may otherwise include or incorporate by reference in the Execution Document any additional applicable Module(s), Solution Pack(s) and any Addenda and other ancillary documents (such as Product Orders) relevant to Products and/or Services to be provided pursuant to that Contract,
and each such Contract will:

e. be governed by the terms included or incorporated by reference in that Contract; and

f. vary the terms of the Agreement as it applies to that Contract in accordance with the terms of that Execution Document.

2.2.4 Except as otherwise specified in that Execution Document, an Addendum specified in an Execution Document as applying to that Contract will only apply to the Services and/or Products to be provided pursuant to that Contract. For the avoidance of doubt, an Execution Document may specify that an Addendum applies to one or more Solution Packs only, in which case, that Addendum will only apply to the Services and/or Products to be provided pursuant to such Solution Packs.

3. Agreement Term

3.1.1 Subject to clause 3.1.2 below, the term of the Agreement commences on the Effective Date of the first Contract and expires on the date that the last of the then current Contract(s) expires or terminates ("Agreement Term").

3.1.2 The Agreement shall automatically expire on the first anniversary of the Effective Date of the first Contract if there is no specified date for expiration and if DXC has not been obliged pursuant to the Contract or any subsequent Contract to supply Products to Customer or perform Services for Customer prior to that date.

3.1.3 Subject to clause 3.1.4 below, unless the relevant Contract provides otherwise, the term of a Contract commences on the Effective Date of that Contract and expires on the date that the last of the Solution Packs for that Contract expires or terminates ("Contract Term").

3.1.4 Each Contract shall automatically expire on the first anniversary of the Effective Date of that Contract if there is no specified date for expiration and if DXC has not been obliged pursuant to the Contract to supply Products to Customer or perform Services for Customer pursuant to that Contract prior to that date.
4. Service Recipients

4.1.1 DXC will provide the Services and/or Products to each Service Recipient.

4.1.2 In the event that a Service Recipient ceases to be a Customer Affiliate, DXC must, if requested by Customer:
   a. continue to provide the Services and/or Products for a maximum period of 12 months as if the divesture had not occurred, in which case Customer remains financially responsible to DXC for all Charges relating to such Services and/or Products even if DXC is providing part or all of the Services and/or Products to a divested Service Recipient or third party (for example, the new owner); and
   b. provide a proposal to continue to provide the Services and/or Products to the divested Service Recipient or its new owner under a separate agreement between DXC and the Service Recipient or that new owner.

4.1.3 Customer agrees that:
   a. any loss, damage, liability, cost or expense suffered by a Service Recipient in connection with the Services and/or Products will be deemed to be loss, damage, liability, cost or expense suffered by Customer;
   b. Customer is the only entity that may make a claim or commence any action or proceedings against DXC in relation to a Contract, the Services, the Products or the Agreement;
   c. any claim, action or proceeding by Customer or a Service Recipient in relation to a DXC Affiliate must be brought by Customer against DXC;
   d. Customer may enforce rights, recover damages and pursue other remedies on behalf of other Service Recipients; and
   e. Customer will procure that the other Service Recipients do not make any claim or commence any action or proceedings against DXC or a DXC Affiliate in relation to a Contract, the Services, the Products or the Agreement.

4.1.4 Customer indemnifies DXC against any and all Losses incurred by DXC or a DXC Affiliate which is caused or contributed to by any claims, actions or proceedings that are brought by a Service Recipient (other than Customer) against DXC or a DXC Affiliate in connection with the Agreement and/or any Services and/or Products. For clarity, clause 15.2 does not apply in respect of the indemnity in this clause 4.1.4 and this clause 4.1.4 does not:
   a. apply to any services provided by DXC to a Service Recipient under a separate agreement; and/or
   b. relieve DXC from any liability to Customer under a Contract or the Agreement in respect of the subject matter of any claim, action or proceeding brought by a Customer against DXC directly.

4.1.5 Unless specified otherwise in a Contract, Services and Products are for Customer’s and each Service Recipient’s exclusive use and benefit in its business only and not for resale, resupply or further commercialisation.
5. Relief Events

5.1 Relief Events Generally

5.1.1 Each Party will be excused from delays or failures to perform to the extent caused or contributed to by acts or omissions of the other Party, the other Party's Affiliates or Personnel or third parties under the control of the other Party. DXC will not be in breach of any of its obligations (including in respect of any Service Levels), or be liable to Customer or any Service Recipient, to the extent that the act or omission which would constitute such a breach, or give rise to liability, is caused or contributed to by an act or omission of Customer or a Customer's Affiliates or Personnel, or a third party not under the control of DXC, including any delay or failure in performing a Customer Responsibility ("Relief Event").

5.1.2 To the extent DXC is:
   a. delayed in performing its obligations under a Contract; or
   b. required to perform corrective action or additional services or provide additional products,

and this is caused or contributed to by a Relief Event, DXC is entitled to reasonable additional time to perform its affected obligations (taking into consideration the nature of the affected obligations and the length of the delay). Where DXC incurs Stranded Costs or material additional costs because of a Relief Event other than an act or omission of a third party not under the control of Customer, DXC is entitled to charge Customer for DXC's Stranded Costs and reasonable additional costs, including for corrective actions, additional services or additional products in accordance with the rates set out in the relevant Contract or, if no rates are specified in the relevant Contract, in accordance with DXC's then standard rates.

5.2 DXC Reliance on Customer Instructions

5.2.1 In performing its obligations under the Agreement, DXC will be entitled to rely upon any instructions, approvals or other information provided to DXC by the Customer Representative or by any other Customer Personnel identified by the Customer Representative from time to time. Unless DXC had actual knowledge of any error, incorrectness or inaccuracy in such instructions, approvals or other information, DXC will incur no liability or responsibility of any kind in relying on or complying with any such instructions, approvals or other information.
6. **Change Control**

6.1 **Change Requests**

6.1.1 If the Parties wish to make changes to the Services and/or Products being provided under the Agreement, they must comply with the procedure set out in the remainder of this clause 6.1 to make such changes.

6.1.2 The Parties agree to consider any proposed changes in good faith and to make a good faith effort to accept equitable adjustments to the Agreement or any affected Contract where appropriate to accomplish the mutual objectives of the Parties.

6.1.3 A Party proposing a change of the kind referred to in clause 6.1.1 above will notify the other Party’s primary representative in writing of the requested change and will include in such notice sufficient details of the change to enable such other Party to evaluate it (the “Change Request”).

6.1.4 Schedule 2 sets out the form of Change Request to be used for the purposes of clause 6.1.3.

6.1.5 If DXC submits a Change Request to Customer, it will include with such Change Request an estimate (the "Preliminary Estimate") of the time and Charges to make the requested change.

6.1.6 If Customer submits a Change Request to DXC, DXC will, within a reasonable period of time following the date of receipt of the Change Request, provide Customer with a Preliminary Estimate of the time and Charges to make the requested change.

6.1.7 Within the reasonable time frame specified by DXC in the Preliminary Estimate (the "Response Period"), Customer will notify DXC in writing whether or not to proceed with the assessment of the Change Request.

6.1.8 If, within the Response Period, Customer notifies DXC in writing not to proceed, the Change Request will be deemed withdrawn, and DXC will take no further action on it. Notwithstanding the above, where DXC submits a Change Request, and Customer decides not to proceed, DXC may raise a Dispute and the parties must seek to resolve the Dispute in accordance with clause 17.

6.1.9 If DXC does not receive any notice from Customer within the Response Period, Customer will be deemed to have advised DXC not to proceed.

6.2 **Urgent Change Requests**

6.2.1 If the Customer Representative requests that DXC perform any additional services of the same or a similar nature to any of the Services that are required by Customer and Customer can show to DXC's reasonable satisfaction the effect(s) of a material adverse impact to the Customer's business as a whole if the change is not implemented as a matter of urgency, and the Parties are unable to agree on the price impact (if any) of implementing the Change Request:
a. DXC will, if requested by Customer, commence performing the additional services pending agreement on the price impact of the Change Request;  
b. the Dispute regarding the price impact will be referred to dispute resolution under clause 17;  
c. Customer must pay DXC for the additional services or products an amount which reflects DXC’s reasonable position on the price impact of the change; and  
d. after resolution of the Dispute, the Parties will reconcile the amounts (if any) paid by Customer under clause 6.2.1c. against the price impact of the change as agreed or determined, and DXC will promptly reimburse any excess payment made, or Customer will promptly pay any shortfall (as applicable).

6.3 Change Control Documents

6.3.1 If, within the Response Period, Customer notifies DXC in writing to proceed with the assessment of the Change Request, DXC will spend up to 4 Business Days preparing a document (the “Change Control Document”) in accordance with the Preliminary Estimate which includes:

a. a description of the change;  
b. the benefit of or reason for the change;  
c. the issues or concerns with the change;  
d. the priority of the change;  
e. the modifications, additions and/or deletions that need to be made to the Agreement or affected Contract, including Customer Responsibilities, in order to implement the change;  
f. the increase or decrease in the Charges to be paid by Customer arising from the change; and  
g. the potential impact on the current nature and scope of the Services, including Service Levels, timing and any project delivery schedules.

6.3.2 DXC will provide Customer with the completed Change Control Document, signed by DXC, which will constitute an offer (“Offer”) by DXC to implement the Change Request with all associated changes to the affected Contract specified in the Change Control Document. An Offer will be irrevocable for 5 Business Days following the date of receipt of the Offer by Customer but may be withdrawn thereafter. An Offer will be deemed to have been withdrawn 20 Business Days following the date of receipt of the Offer by Customer unless accepted by Customer.

6.3.3 Customer may accept DXC’s offer by signing the Change Control Document and delivering it to DXC before the offer is withdrawn. If Customer so accepts DXC’s offer, the Change Control Document will become an amendment to the affected Contract and will be binding on both Parties.
7. **Subcontracts**

7.1 **Use of Affiliates and Subcontractors**

7.1.1 Except as set out in this clause 7.1.1, DXC may arrange for its Affiliates or Permitted Subcontractors to perform any of the Services on its behalf, without Customer’s consent. DXC must obtain Customer’s written consent prior to subcontracting to a Material Subcontractor unless that Material Subcontractor is described in paragraphs (a) or (b) of the definition of Permitted Subcontractor.

7.1.2 DXC will remain responsible for the obligations performed by any of its Affiliates or subcontractors to the same extent as if such obligations were performed by DXC. DXC will be Customer’s sole point of contact regarding the Services.

8. **Personnel**

8.1 **Approaches to Employees**

8.1.1 During a Contract Term and for a period of 12 months thereafter, neither Party nor any of its Affiliates will (without the other Party’s prior written consent) directly or indirectly, on that Party's or any of its Affiliates' own behalf or on behalf of any other person:

a. entice away or attempt to entice away from the other Party or its Affiliates a Restricted Person;

b. otherwise interfere with the relationship which the other Party or any of its Affiliates maintains with a Restricted Person in any manner which is likely to damage that relationship;

c. counsel, procure or assist any person to do any of the acts referred to above.

8.1.2 For the purposes of this clause 8.1, "Restricted Person" means:

a. any officer or employee of the other Party (including any manager, senior manager or senior executive);

b. any officer or employee of any Affiliate of the other Party (including any manager, senior manager, or senior executive); and/or

c. any person who is or was actively involved in the performance or evaluation of the Services and Products during a given Contract Term.

8.1.3 For the purposes of this clause 8.1, Restricted Person does not include a person who independently contacts a Party in response to an advertisement or other publications of general circulation.
9. Financial Terms

9.1 Charges

9.1.1 In consideration for the performance of the Services and/or the provision of the Products (as applicable), Customer will pay to DXC the Charges set out in each Contract (as amended by each Change Control Document).

9.1.2 Unless otherwise specified in a Contract:
   a. DXC will invoice Customer for Charges payable under that Contract on a monthly basis in arrears, with each invoice setting out the Charges related to the month; and
   b. Charges exclude any and all present or future taxes (including goods and services tax and other value added taxes) fees, surcharges and duties upon or arising from the provision of Services or Products by DXC.

9.1.3 Customer will be invoiced for the Services and Products provided to all Service Recipients and will be responsible for payment of all amounts due to DXC in respect of such Services and Products, including all taxes and duties referred to in clause 9.4.1.

9.2 Time of Payment

9.2.1 Any amount due to DXC under a Contract will be due and payable within 30 days of the date of DXC’s invoice. All amounts will be payable to DXC electronically, in accordance with payment instructions provided by DXC from time to time. If a due date does not fall on a Business Day, payments must be received by DXC on or before the Business Day prior to such date. Any amount not paid by Customer when due will bear interest from the date the amount is due until paid at a rate of interest equal to the Interest Rate.

9.3 Payment Disputes

9.3.1 Subject to clause 9.3.2, in the event of a bona fide Payment Dispute, Customer may withhold the disputed amount of the relevant invoice and must pay to DXC the undisputed amount of that invoice on the date such invoice is due.

9.3.2 In no event may Customer withhold in any one month, as a Payment Dispute or otherwise, more than 30% of DXC’s Charges for that month.

9.3.3 Subject to clause 9.3.2, within 15 Business Days of the date of an invoice that is the subject of a Payment Dispute, Customer must notify DXC in writing of the specific items in dispute and such notice must describe in detail Customer’s reason for disputing each item and be accompanied by substantiating documentary evidence (“Payment Dispute Notice”). Following DXC’s receipt of a Payment Dispute Notice, the Parties must seek to resolve the Payment Dispute in accordance with clauses 9.3.4 to 9.3.11 (inclusive).

9.3.4 Within 5 Business Days of DXC receiving a Payment Dispute Notice, the DXC Representative and the Customer Representative must meet to discuss the Payment Dispute.
9.3.5 The DXC Representative and the Customer Representative must attempt to resolve the Payment Dispute within 10 Business Days of meeting pursuant to clause 9.3.4 or within such other period as mutually agreed.

9.3.6 If the DXC Representative and the Customer Representative cannot resolve the Payment Dispute within the period set out in clause 9.3.5, within 5 Business Days of the end of that period, the Payment Dispute must be referred for determination to an independent expert ("Expert"):
   a. agreed to by the Parties; or
   b. failing agreement within the period specified in this clause 9.3.6, nominated by an institute of arbitrators and/or mediators or a professional services organisation in the jurisdiction in which the relevant Contract was signed that has been chosen by DXC and that is reasonably acceptable to Customer.

9.3.7 The Expert shall act as an expert and not as an arbitrator. The Expert may in his or her reasonable discretion determine the procedures to assist with the conduct of the determination as he or she considers just or appropriate subject to the following:
   a. the Parties shall have the right to make representations and submit documentation to the Expert within 5 Business Days after the Payment Dispute has been submitted to the Expert, copies of which are to be provided to the other Party;
   b. each Party must provide the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision; and
   c. each Party shall with reasonable promptness supply the other with all information and give the other access to all documentation as the other Party reasonably requires in order to make a submission under this clause 9.3.7.

9.3.8 The Parties agree to require the Expert to make its determination within 15 Business Days after the Payment Dispute has been submitted to the Expert. The determination is to be made in writing in English.

9.3.9 If:
   a. the monetary value of the Payment Dispute is found by the Expert to be below US$250,000, the decision of the Expert will be final and binding on the Parties; and
   b. the monetary value of the Payment Dispute is found by the Expert to be US$250,000 or above, or where the Expert finds that the monetary value cannot be determined, the decision of the Expert will not be final and binding and the Payment Dispute may be referred to a court or tribunal of competent jurisdiction within 10 Business Days of when the Parties have received the Expert's decision. If the Expert's decision is not referred to a court or tribunal of competent jurisdiction within 10 Business Days of receipt of the decision, then the decision will be final and binding on the Parties.
For the purpose of this clause 9.3.9, the reference to the monetary value of the Payment Dispute being US$250,000 or below or above US$250,000 includes the cumulative monetary value of the Payment Disputes if more than one Payment Dispute is referred to the Expert at the same time.

9.3.10 The costs of the Expert must be paid by the Parties in inverse proportion to the amounts that the Parties are awarded by the Expert in its determination of the Payment Dispute.

9.3.11 Upon resolution of a Payment Dispute, within 5 Business Days of receipt of the Expert’s decision:

a. Customer will pay to DXC all amounts it owes as a result of the Expert’s decision together with interest at the Interest Rate accrued from the date such amounts were originally due until the date paid;

b. DXC will pay to Customer all amounts it owes to the Customer as a result of the Expert’s decision. If Customer has already made payment and the Expert’s decision is that all or part of that payment should be refunded, DXC will pay Customer the amount to be refunded together with interest at the Interest Rate accrued from the date such amounts were originally paid by Customer until the date refunded.

9.4 Taxes

9.4.1 DXC’s invoices will separately state Charges and applicable taxes, fees, surcharges and duties (if any). Unless Customer has provided DXC with an appropriate exemption certificate before the relevant Services are performed or Products are delivered, Customer will pay or reimburse DXC for all taxes, fees, surcharges and duties (whether existing or new), including without limitation, goods and services taxes, value added taxes, stamp duties and governmental charges of all kinds levied on or in respect of the Agreement, each Contract, the Services, the Products, or payments for which DXC becomes liable, other than taxes that are based on or measured by DXC’s net income. Each Party bears sole responsibility for all taxes and assessments upon its own real and personal property and net income. If Customer is required to withhold any tax related to the Services or Products, Customer shall reduce payment to DXC by the amount of tax and provide DXC with official withholding tax certificate necessary for DXC to reclaim all taxes withheld. If documentation has not been provided within the time prescribed by relevant taxing authority, Customer shall reimburse the withheld amounts to DXC.
10. Confidentiality

10.1 Confidentiality

10.1.1 DXC acknowledges that Customer's Confidential Information that may be disclosed to DXC under or in connection with the Agreement is confidential information of Customer. Customer acknowledges that the Agreement, DXC's Charges and DXC's Confidential Information that may be disclosed to Customer under or in connection with the Agreement are confidential information of DXC. Except as otherwise specified in a Contract, each Party agrees to keep the other Party's Confidential Information confidential and use it only for the purposes of the Agreement.

10.1.2 The Receiving Party agrees to use the same means as it uses to protect its own Confidential Information, but in no event less than reasonable means, to prevent the unauthorised disclosure and to protect the confidentiality of the Confidential Information of the Disclosing Party. The Receiving Party will not disclose Confidential Information of the Disclosing Party without the prior written consent of the Disclosing Party; provided, however, that the Receiving Party may disclose the Contract Documents and the Disclosing Party’s Confidential Information to those of the Receiving Party’s own Affiliates, legal advisers, auditors, insurers and Personnel who have a need to have access to such information in connection with their employment or engagement by the Receiving Party, so long as the Receiving Party requires, in the case of its auditors and subcontractors, that each of them execute a confidentiality agreement containing terms and conditions no less restrictive than those set out in this clause 10.1 and advises, in the case of its legal advisers, insurers, agents, contractors and employees, each of them of the confidentiality obligations set out in this clause 10.1.

10.1.3 Compliance by each of the persons referenced in clause 10.1.2 with the confidentiality obligations set out in this clause 10.1 will remain the responsibility of the Party employing or engaging such persons. Notwithstanding clause 10.1.2 above, DXC may disclose any Contract Document and other Confidential Information to which it has access to professional advisers, financial institutions and other third parties in connection with either any proposed transaction to provide financing related to a Contract or the obligations of DXC, so long as each of them execute a confidentiality agreement containing terms and conditions no less restrictive than those set out in this clause 10.1.

10.1.4 If the Disclosing Party is required by a governmental authority to disclose the Receiving Party's Confidential Information, such Confidential Information may be disclosed pursuant to such requirement so long as the Disclosing Party, to the extent possible and permitted by applicable Law, promptly provides the Receiving Party with prior notice of such requirement and coordinates with the Receiving Party in an effort to limit the nature and scope of such required disclosure.
10.1.5 Unless otherwise required by applicable Law, upon written request of the Disclosing Party at the expiration or termination of the Contract Term or Agreement Term (at the Disclosing Party’s election), the Receiving Party must return all such documented Confidential Information of the Disclosing Party (including all copies of the same) to the Disclosing Party or destroy it, with written certification being given to the Disclosing Party, except where:

a. ownership in the Confidential Information has passed to the Receiving Party, in which case the Receiving Party may retain that Confidential Information, and if so must continue to hold it in accordance with this clause 10 until the Receiving Party elects to destroy that Confidential Information; or

b. a residual licence to use that Confidential Information has been granted to the Receiving Party and remains current, in which case the Receiving Party may retain that Confidential Information for the duration of such licence and, if it does so, must:
   i. continue to hold it in accordance with this clause 10; and
   ii. at the termination or expiry of such licence, destroy or return it to the Disclosing Party (at the Disclosing Party’s election).

11. **Intellectual Property**

11.1 Notwithstanding any other provisions of the Agreement, no transfer of ownership of any Intellectual Property, including any New Intellectual Property, will occur under the Agreement except as provided in this clause 11 or in an applicable Module or Solution Pack.

11.2 Neither Party is restricted from the use of any ideas, concepts, know-how, methodologies, processes, technologies, algorithms or techniques relating to the Services retained in the unaided mental impressions or memories of such Party’s personnel which either Party, individually or jointly, develops or discloses under a Contract; provided that neither Party breaches its obligations under clause 10 or infringes the Intellectual Property Rights of the other Party or third parties who have licensed or provided materials to the other Party.

11.3 Notwithstanding any other provision of this Agreement, each Party will retain ownership of its Background Intellectual Property (including any modifications to such Background Intellectual Property). In the event that any ownership of any Background Intellectual Property is obtained by a Party other than as provided in this clause 11, such Party shall transfer to the other Party all right, title and interest to such Background Intellectual Property. Third Party Intellectual Property will remain owned by the applicable third parties.

11.4 DXC retains all Intellectual Property Rights in all Deliverables, including all Intellectual Property Rights in New Intellectual Property in such Deliverables, and grants Customer a worldwide, non-exclusive, fully paid, royalty-free license for the applicable Contract Term to reproduce and use copies of such Deliverables for the sole benefit of Customer. DXC will deliver one copy of the Deliverables to Customer. Customer may sub-licence the foregoing licence to a Service Recipient for use for that Service Recipient’s internal business purposes.
11.5 Customer grants DXC a non-exclusive, worldwide, royalty-free right and license for the relevant Contract Term to any Intellectual Property Rights of Customer and works comprising or using such rights to use, modify, create Derivative works of, execute, display, reproduce, and distribute copies to the extent necessary for DXC and its designees to perform the Services and provide the Products pursuant to each Contract.

11.6 Customer shall, at its own cost, procure the rights for DXC and its designees to use for the relevant Contract Term any Third Party Intellectual Property provided by Customer that is necessary for DXC and its designees to perform the Services and provide the Products pursuant to each Contract.

11.7 Absent a written agreement between the Parties, the Parties agree not to use any trade mark or service mark of the other, or any trade mark or service mark which would be confusingly similar to a trade mark or service mark of the other.

11.8 No licenses will be deemed to have been granted by either Party to any of its patents, trade secrets, trademarks or copyrights, except as otherwise expressly provided in the Agreement.

11.9 Nothing in the Agreement will require DXC or Customer to violate any Third Party Intellectual Property Rights in any software or otherwise.

11.10 For the purposes of this clause 11, “Deliverable” means a tangible work product that is specifically identified as a deliverable in a Contract and delivered to Customer.

12. Compliance

12.1 Compliance with Laws

12.1.1 In performing its obligations and exercising its rights under the Agreement:

a. DXC agrees to comply in all material respects with all Laws that are applicable to it as a service provider in the information technology industry generally and will secure and obtain, at its sole expense, any and all permits, licenses and consents as may be required by such Laws, as well as bear the costs (whether incurred by Customer or by DXC) of any changes in these Laws; and

b. Customer agrees to comply in all material respects with all Laws that are applicable to Customer’s business and the industry in which it operates or its receipt or use of the Services and Products and will secure and obtain, at its sole expense, any and all permits, licenses and consents as may be required by such Laws, as well as bear the costs (whether incurred by Customer or by DXC) of any changes in these Laws.
13. **Warranties and Representations**

13.1 **Performance**

13.1.1 DXC warrants that all Services will be performed in a professional manner and will meet or exceed applicable Service Levels. Notwithstanding the above:

a. in all cases where DXC has committed to a specific Service Level in a Contract and where there is a conflict between that Service Level and a Service Level obligation under this clause 13.1, the specific Service Level will apply; and

b. in all cases where DXC has not committed to a specific performance standard or Service Level for certain Services, DXC will use reasonable care in providing such Services.

13.2 **Customer Information**

13.2.1 Customer warrants that all information provided by Customer, and each Service Recipient, to DXC in relation to the Services performed and the Products supplied under any Contract is accurate and complete in all material respects.

13.3 **Authorisation**

13.3.1 Each Party represents and warrants to the other that:

a. it is a corporation duly incorporated, validly existing and in good standing under the Laws of its jurisdiction of incorporation;

b. it has the requisite corporate power and authority to execute, deliver and perform its obligations under the Agreement;

c. it has obtained, or will obtain as and when required, all licenses, authorisations, approvals, consents or permits required to perform its obligations under the Agreement and to grant access to the other Party to systems and information which the Party has agreed to provide in each Contract under all applicable Laws from all authorities having jurisdiction over the products, services and systems made available or provided by that Party to the other Party (together "Consents"), except where the failure of a Party to so obtain any such Consent(s) is not material to either Party’s ability to perform its obligations; and

d. the execution, delivery and performance of each Contract has been duly authorised by the requisite corporate action on the part of such Party and will not constitute a violation of any judgment, order or decree, or a material default under any contract, by which it is bound or to which any of its material assets are subject.

13.4 **No Inducements**

13.4.1 DXC represents that it has not offered any inducements in connection with each Contract.
13.5 **Products and Materials**

13.5.1 DXC warrants that it has the necessary rights, title and interest in and to all Products and other materials and Intellectual Property Rights provided or made available by DXC in order to provide the Services to Customer.

13.6 **Disclaimer of Warranties**

13.6.1 To the maximum extent permitted by applicable Law, except as otherwise expressly provided in this clause 13 or as stated in a Contract, DXC makes no representations or warranties, express or implied, regarding any matter, including the merchantability, suitability, originality, fitness for a particular use or purpose, or results to be derived from the use, of any Service, Product or other materials provided under any Contract, or that the operation of any Service, Product, computer, network, system or other materials will be uninterrupted or error-free.

14. **Indemnities and Infringement of Intellectual Property Rights**

14.1 **By DXC**

14.1.1 Subject to clauses 14.5 and 15, DXC agrees to indemnify and defend Customer and Customer Affiliates from any and all Losses suffered or incurred by Customer and Customer Affiliates, arising out of, under or in connection with any third party claim:

- a. by a subcontractor of DXC arising out of DXC’s failure to comply with its agreement with such subcontractor relating to a Contract;
- b. for taxes or duties (including interest and penalties) assessed against Customer that are the responsibility of DXC under the Agreement or any Contract or according to applicable Law;
- c. for death of or personal injury to any person (including any employee of either Party) caused by DXC’s negligence or Wilful Misconduct; and
- d. for damage to any tangible personal or real property (whether owned or leased) caused by DXC’s negligence or Wilful Misconduct.

14.2 **By Customer**

14.2.1 Subject to clauses 14.5 and 15, Customer agrees to indemnify and defend DXC and DXC Affiliates from any and all Losses suffered or incurred by DXC and DXC Affiliates arising out of, under or in connection with any third party claim:

- a. by Customer Personnel;
- b. for taxes or duties (including interest and penalties) assessed against DXC that are the responsibility of Customer under the Agreement or any Contract or according to applicable Law;
- c. for death of or personal injury to any person (including any employee of either Party) caused by Customer’s negligence or Wilful Misconduct; and
d. for damage to any tangible personal or real property (whether owned or leased) caused by Customer’s negligence or Wilful Misconduct.

14.3 Infringement Claims

14.3.1 Subject to clauses 11.6, 14.3.3 and 14.5, DXC agrees to:
   a. indemnify and defend Customer and Customer Affiliates against; and
   b. pay final awards of damages and DXC-approved settlement payments to unrelated third parties concerning,
      allegations against Customer or Customer Affiliates that DXC’s performance of the Services or the provision of the Products or use of any proprietary technology of DXC or DXC Affiliates infringes Third Party Intellectual Property Rights.

14.3.2 Subject to clauses 14.3.3 and 14.5, Customer agrees to:
   a. indemnify and defend DXC and DXC Affiliates against; and
   b. pay final awards of damages and Customer-approved settlement payments to unrelated third parties concerning,
      allegations against DXC or DXC Affiliates that Customer’s acts or omissions (or those of Customer Affiliates, or their respective users, employees, contractors or agents) related to receipt or use of the Services or the provision of the Products infringe Third Party Intellectual Property Rights.

14.3.3 A Party will have no liability to the other Party for Losses arising from claims of or Losses suffered or incurred as a result of an infringement, including those under an indemnity, if:
   a. the claim of infringement pertains to the use of hardware or any works of Intellectual Property (including software) provided by the other Party in connection or combination with equipment, devices or software supplied or used in a manner for which the software was not designed;
   b. the other Party, or a third party on behalf of the other Party, modifies any hardware or any works of Intellectual Property (including software) provided and such infringement would not have occurred but for such modification, or uses the hardware, software or other work in the practice of a patented process and there would be no infringement in the absence of such practice;
   c. the claim of infringement arises out of compliance with specifications or instructions provided by the other Party and such infringement would not have occurred but for such compliance;
   d. the claim of infringement relates to third party hardware or works of Intellectual Property (including software), other than software, hardware or works of a DXC Affiliate, that the other Party has instructed the first Party to use or provide;
   e. the claim of infringement relates to the other Party’s failure to comply with specifications or other product specific terms or requirements set out in documentation provided by the first Party; or
   f. the claim for infringement relates to use of open source code in a Product or in delivery of Services, except as otherwise provided for in the Agreement.
14.4 Additional Remedy provided by DXC

14.4.1 Subject to clause 14.3.3, if hardware, works of Intellectual Property (including software) or Confidential Information becomes the subject of a claim under clause 14.3, or in DXC’s opinion is likely to become the subject of such a claim (being “At Risk Items”), then, in addition to defending the claim and paying any amounts it is required to pay under clause 14.3, DXC may, at its option and in its sole discretion, procure a license or provide a non-infringing substitute or modification of the At Risk Items.

14.4.2 Any costs associated with action taken under clause 14.4.1 above will be borne by DXC but will be subject to clause 15.

14.4.3 If DXC reasonably concludes that it is impractical to take the actions described in clause 14.4.1 above, the At Risk Items shall be withdrawn from use in the performance or receipt of Services or provision of the Products, and:

a. Customer will return to DXC or destroy (at DXC’s option) such At Risk Items;

b. the Parties will negotiate, subject to clause 15, to reach a written agreement on what, if any, monetary damages are reasonably owed as a result of Customer no longer having use of or access to such At Risk Items; and

c. the payment of any such monetary damages will be Customer’s sole and exclusive remedy in relation to Customer no longer having use of or access to those At Risk Items.

14.5 Procedures

14.5.1 Each Party agrees to give the other Party prompt written notice of all claims that the other Party (“Responsible Party”) is responsible to defend and to cooperate in their investigation and defence. The Party entitled to a defence may participate in the investigation and defence of such claims at its expense with its own counsel. Subject to clause 14.5.2 below, if, after receiving notice, a Responsible Party fails to promptly defend such claim, the other Party may defend or settle the claim in its discretion and at the Responsible Party’s expense.

14.5.2 A Responsible Party will not be responsible for any settlement or compromise of a claim made without its consent, unless the other Party has tendered notice of the claim and Responsible Party has then refused to assume and defend the claim and it is later determined that Responsible Party was liable to assume and defend the claim. Subject to the foregoing, settlements by a Responsible Party are subject to the other Party’s prior written consent (which may not be withheld if the settlement involves payment of money without any admission of liability or other remedy).

14.5.3 The provisions of clause 14 set out DXC’s entire liability and obligations and Customer’s and Customer’s Affiliates’ exclusive remedy with respect to any violation or infringement of any Intellectual Property Rights caused by all of or any part of the Products or Services.
14.6 Losses of Affiliates

14.6.1 For the purpose of this clause 14, Losses incurred by a Party's Affiliates are deemed to be Losses incurred by that Party.

15. Liability

15.1 Limitation of Liability

15.1.1 In addition to the liability provisions set out below, the limitations of liability set out in a particular Module will apply with respect to the Services and/or Products provided under those Contracts.

15.1.2 The maximum liability of one Party ("First Party") to the other Party ("Second Party") under or in connection with the Agreement, regardless of the form of action, whether in contract (including under any indemnity), equity, negligence, under statute, tort or otherwise, will be limited to and will not exceed, in the aggregate, the maximum amount for which the First Party may be liable in respect of each and every Contract, as provided for by the applicable Modules which govern those Contracts. Accordingly, the Second Party may only claim against the First Party under or in connection with the Agreement up to, and the First Party will not be liable to the Second Party in excess of, the aggregate of the maximum amount for which each Contract contemplates the First Party may be liable.

15.1.3 To the extent that there is an act or omission which:
   a. is a breach by the First Party of one Contract ("Contract 1"), but is not a breach of another Contract ("Contract 2") and does not otherwise give rise to liability under Contract 2 or result in the Second Party suffering losses in connection with Contract 2, then the Second Party is only entitled to recover amounts from the First Party in respect of such act or omission up to the maximum amount for which the First Party may be liable in respect of Contract 1 as provided for by the Contract which governs Contract 1 and is not entitled to recover any amounts under or in respect of Contract 2; and
   b. gives rise to liability for the First Party under more than one Contract, the Second Party is only entitled to claim against the First Party in relation to such act or omission up to the aggregate of the maximum amount for which the First Party may be liable under the relevant Contracts under which there is liability as provided for by the Modules which govern those Contracts.

15.2 Consequential Losses

15.2.1 In no event will the measure of damages payable by either Party include, nor will either Party be liable to the other Party (including under any indemnity) for, any amounts in respect of loss of revenue, profit, goodwill, business interruption, diminished business value, anticipated savings or for any special, incidental, indirect, exemplary, punitive or consequential damages of any party, including third parties, even if the first named Party has been advised of the possibility or amount of such damages in advance.
15.3 **Exceptions**

15.3.1 The limitations and exclusions set out in these Base Terms and each Module will not apply to the liability of a Party to the extent such liability results from that Party's:

a. Wilful Misconduct, Gross Negligence, fraudulent acts or omissions or acts of intentional tortious conduct in performance or non-performance of its obligations under the Agreement;

b. breach of confidence other than any breach of Privacy Law obligations (for the avoidance of doubt, if a Party breaches any obligations regarding data (or other information) that are both a breach of Privacy Law obligations and a breach of provisions related to Confidential Information, then such breach shall be deemed only to be a breach of that Party's obligations in relation to Privacy Laws and shall be subject to the limitations and exclusions in the Agreement);

c. liability from or in connection with events or claims that are the subject of the indemnity under clause 14.3 (Infringement Claims);

d. acts or omissions causing bodily injury, including death, or loss of, or damage to, tangible property; or

e. non-performance of its payment obligations under the Agreement.

15.3.2 The limitations and exclusions set out in these Base Terms and each Module apply to the maximum extent permitted by applicable Law.

15.4 **Mitigation**

15.4.1 Neither Party may recover from the other Party any amounts in respect of Losses that would not have been suffered or incurred if that Party had taken reasonable steps to minimise its Losses.

15.5 **Apportionment**

15.5.1 The amount of one Party's liability in respect of any claim, allegation, demand, suit, action or other proceeding of any kind under or in connection with each Contract, whether arising under contract (including under any indemnity), equity, negligence, under statute, tort or otherwise made by the other Party will be reduced by the extent, if any, to which the other Party's negligence, breach of contract, breach of any Law or other act or omission contributed to the loss or damage arising from the claim, allegation, demand, suit, action or proceeding.

15.6 **Calculation of Party's liability**

15.6.1 For the purposes of calculating the limitation of liability of a Party under a particular Module, "Charges" means the charges for Products and/or Services provided under that Module only excluding amounts payable for projects, transition, taxes, expense reimbursements and other related and ad-hoc charges.
15.6.2 Despite any provision to the contrary in the Agreement, the amount for which DXC would otherwise be liable to Customer in respect of any Losses suffered or incurred by Customer under or in connection with the Agreement (and each Contract), whether arising under contract (including under any indemnity), equity, negligence, under statute, tort or otherwise, will be reduced by an amount equal to the aggregate of all amounts paid or credited to Customer by DXC, including any Service Credits and liquidated damages, in respect of such Losses.

15.7 Group Loss

15.7.1 Customer acknowledges that it is intended that DXC has the benefit of the limitation and exclusion of liability under the Agreement when providing services for the benefit of Customer Affiliates. Accordingly:

a. Customer must ensure that, irrespective of the identity of the Service Recipient, all claims in connection with the Agreement or any act or omission by DXC or an DXC Affiliate in connection with the provision of Services and/or Products to any Customer Affiliate are made by Customer;

b. subject to the other provisions of this clause 15, DXC will be liable to Customer for any Losses suffered by any Customer Affiliate as a result of use or receipt of the Services and/or Products by such Affiliate or any act or omission by DXC or an DXC Affiliate in connection with the provision of Services and/or Products ("Group Loss") as if the Group Loss had been suffered by Customer; and

15.7.2 to the maximum extent permitted by applicable Law, Customer indemnifies DXC for any and all Losses suffered as a result of any claim made by a Customer Affiliate arising out of, or in connection with, any act or omission by DXC or an DXC Affiliate in connection with the provision of Services and/or Products on grounds that it has suffered Group Loss.

16. Termination

16.1 Termination for Cause

16.1.1 Subject to the remainder of this clause 16, Customer may terminate a Contract by notice in writing to DXC with effect from the date specified in such notice if DXC materially breaches that Contract and:

a. the Customer has given DXC written notice and details of the breach;

b. DXC has failed to cure the breach within 30 days after receiving written notice under clause 16.1.1a.; and

c. the Customer has thereafter delivered a second written notice in respect of such breach.

If a material breach which is capable of cure cannot be cured with reasonable diligence within 30 days, DXC may have an additional 30 days to cure that breach before the Customer may issue its second written notice in respect of the breach under subclause 16.1.1c. above.
16.2 Termination for Non-Payment

16.2.1 Notwithstanding anything contained in the Agreement to the contrary, DXC may terminate either the Agreement in its entirety or one or more Contracts, by notice in writing and with effect from the date specified in such notice, if:

a. Customer has failed to pay any of the Charges under a Contract ("Outstanding Amount") within 40 Business Days of the due date for payment ("Outstanding Payment Date") provided that such Charges are not otherwise the subject of a Payment Dispute Notice under clause 9.3.3;

b. following the Outstanding Payment Date, DXC provides written notice to Customer demanding payment of the Outstanding Amount (provided such notice specifically references this clause 16.2 and sets out the Outstanding Amount) ("Outstanding Payment Notice"); and

c. Customer fails to pay the Outstanding Amount within 5 Business Days of the Outstanding Payment Notice.

16.3 Termination for Insolvency

16.3.1 If either Party or any of its Affiliates is affected by an Insolvency Event, then the other Party may, by giving written notice to such Party, terminate the Agreement or one or more Contracts as of a date specified in such notice of termination, which must be a date on or after the date of the notice.

16.4 Termination for Convenience

16.4.1 Termination for convenience provisions for a Contract, if any, are set out in the relevant Module and/or Solution Pack.

16.5 Partial Termination

16.5.1 Partial termination provisions for a Contract, if any, are set out in the relevant Module.

16.6 Consequences of Termination

16.6.1 Subject to clause 3.1.1, unless otherwise agreed by the Parties, the termination or expiration of a Contract will not of itself result in the termination or expiration of the Agreement or of any other Contract.

16.6.2 Upon expiration or termination of a Contract, DXC will cease to perform the Services and cease to provide the Products covered by that Contract (other than any agreed termination assistance services which extend beyond the date of termination or expiration), and Customer will, on the expiration date or the effective date of termination, whichever occurs earlier, pay to DXC all amounts due to DXC under such Contract for all Services performed and all Products provided, together with all expenses incurred through the effective date of such expiration or termination.
16.6.3 Where the Agreement refers to termination or expiration of a Contract, this refers to the termination or expiration, with prospective effect, of the Parties' rights and obligations in respect of the delivery of Products and/or Services provided pursuant to that Contract, and all ancillary rights and obligations included in that Contract in respect of those Products and/or Services, including the obligation to pay Charges (other than the obligation to pay Termination Charges which survives termination) in respect of those Products and/or Services. In all other respects, all other rights and obligations of the Parties under the Agreement will, to the fullest extent reasonably practicable, remain unaffected by the termination of the Contract.

16.6.4 Without prejudice to any other rights or remedies DXC may have, Customer will be liable for any Stranded Costs and other reasonable costs incurred by DXC as a result of, or in connection with, the termination of a Contract or the Agreement in accordance with clause 16.2 or 16.3, such reasonable costs to include, without limitation, the Termination Charges specified in any Contract.

17. Dispute Resolution

17.1.1 Subject to 17.1.2 below, in the event of a Dispute between the Parties in relation to any Contract, no Party will commence proceedings in any court or tribunal in relation to that Dispute until:

a. that Party has given written notice to the other Party or Parties that it wishes to meet pursuant to this clause 17.1.1 to discuss whether an amicable resolution of the Dispute can be achieved (the “Dispute Notice”); and

b. either:
   i. the Parties have met to discuss whether an amicable resolution of the Dispute can be achieved; or
   ii. 10 Business Days have elapsed since the giving of the Dispute Notice.

17.1.2 All meetings, related communications, and any settlement offers (or counter-offers) made pursuant to this clause will be confidential, without prejudice to any claims or defences, and inadmissible as evidence in any later proceedings (but use of otherwise admissible evidence during negotiations will not render that evidence inadmissible).

17.1.3 Each Party will pay its own costs and attorneys' fees associated with discussions and negotiations pursuant to clause 17.1.1.

17.1.4 Nothing in clause 17.1.1 above restricts or limits:

a. a Party from applying to a court or tribunal for urgent interim or interlocutory relief; or

b. DXC from commencing proceedings in court for payment or to enforce a debt or judgment in the country where Customer receiving Services is located.

17.1.5 Customer and DXC agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to any Contract.
18. **Force Majeure**

18.1 Neither Party will be deemed to be in breach of the Agreement or a Contract, nor will be liable to the other, for delays or failure to perform any of its non-monetary obligations under the Agreement or a Contract to the extent that such failure results from a Force Majeure Event.

18.2 To the extent that disaster recovery services are included in the Services, clause 18.1 will not limit DXC’s obligation to provide such services except to the extent such services are affected by a Force Majeure Event.

18.3 A failure by any subcontractor of DXC (or any third party acting under the control of DXC) will not be treated as a Force Majeure Event unless, and except to the extent that, the failure of any such subcontractor or third party is caused by a Force Majeure Event.

19. **Notices**

19.1 **Addresses**

19.1.1 Each Party's contact details for notices under the Agreement will be specified in the Execution Document in the first Contract. Either Party from time to time may change its address or designee for notification purposes by giving the other Party notice of the new address or designee in accordance with this clause 19.

19.2 **Notices**

19.2.1 All notices must be:

a. in writing and in English;

b. addressed to the recipient at the address, email address or fax number provided in accordance with clause 19.1.1 or to such other address, email address or fax number as that Party may notify to the other Party;

c. signed by or on behalf of the Party giving the notice. If the notice is sent by email and does not contain a signature, it is deemed to be signed by the person identified as the sender of the email;

d. sent to the recipient by hand, courier, prepaid post (airmail if to or from a place outside the country where notice was sent), fax or email; and

e. if sent by email, in a form which:

i. identifies the sender; and

ii. clearly indicates the subject matter of the notice in the subject heading of the email.
19.3 Receipt

19.3.1 Without limiting any other means by which a Party may prove that a notice has been received, a notice is deemed to be received:

a. if sent by hand or courier service, when left at the address of the recipient;

b. if sent by prepaid post, five Business Days (if posted to an address in the same country as the place of sending) or seven Business Days (if posted from one country to another) after the date of posting;

c. if sent by fax, at the time that the whole fax was sent as stated in a report generated by the sender's fax machine; or

d. if sent by email, when the recipient's email server generates a message to the sender confirming that the email has been delivered to that server ("Delivery Receipt"), unless the sender receives an "out of office" reply from the recipient's email address, or at the time that the recipient "read" the email as stated in an automated message received by the sender ("Read Receipt"), whichever is earlier,

but if a notice is left at the recipient's address or is received by fax or email on a day which is not a Business Day, or after 5:00 pm (recipient's local time) on a Business Day, the notice is deemed to be received by the recipient at 9:00 am (recipient's local time) on the first Business Day after that day.


20.1 Exclusivity and Minimum Commitments

20.1.1 Except where a Contract specifically requires a Party to provide or purchase certain services, resources, deliverables, hardware or software, each Party reserves the right to supply or obtain any services, resources, deliverables, hardware or software to or from any other client or source.

20.2 Right to Engage in Other Activities

20.2.1 DXC may provide services to third parties at any DXC facility that DXC may use for performing the Services. Except where a Contract provides otherwise, nothing will impair DXC’s right to acquire, license, market, distribute, develop for itself or others or to have others develop for DXC similar technology performing the same or similar functions as the technology and Services and Products contemplated by a Contract.

20.3 Independent Contractors

20.3.1 The Parties are independent contractors, and nothing in the Agreement will be construed as constituting either Party as partner, joint venturer or fiduciary of the other, or as creating any other form of legal association that would impose liability on one Party for the act or omission of the other or as providing either Party with the right, power or authority (express or implied) to create any duty or obligation of the other, unless otherwise specified in a Contract.

20.3.2 Each Party also has the sole right to determine, provide for and pay the compensation and employee benefits of its personnel resources.
20.4 **Entire Agreement**

20.4.1 The Agreement constitutes the full and complete statement of the agreement of the Parties with respect to the subject matter of all Contracts and supersedes any previous or contemporaneous agreements, understandings, communications or purchase orders, whether written or oral, relating to such subject matter.

20.5 **Survival**

20.5.1 The expiration or termination of a Contract or the Agreement for any reason will not release either Party from any liabilities or obligations set out in that Contract (or the Agreement) which:

a. the Parties have expressly agreed will survive any such expiration or termination; or

b. by their nature would be intended to be applicable following any such expiration or termination.

20.5.2 The parties agree that clauses 9 (Financial Terms), 10 (Confidentiality), 14 (Indemnities and Infringement of Intellectual Property Rights), 15 (Liability), 17 (Dispute Resolution) and 20.11 (Export Restriction) shall survive expiration or termination of the Agreement.

20.6 **Amendments**

20.6.1 Changes or modifications to a Contract Document may only be made by a written amendment signed by the Parties.

20.6.2 Unless otherwise specifically agreed, any amendment to:

a. the Base Terms will apply to the Agreement;

b. a Module will apply to all Contracts that utilise that Module;

c. an Addendum will apply to all Contracts that utilise that Addendum; and

d. a Solution Pack will apply only to that Solution Pack,
on and from the date the parties enter into the written amendment.

20.7 **Waiver**

20.7.1 Waivers must be written and neither waive other provisions nor constitute a continuing waiver unless they so state. Unless otherwise expressly provided in a Contract and without limiting a Party's rights for breach of clause 20.12, a delay or omission by either Party to exercise any right or power under the Agreement will not be construed to be a waiver of such right or power.

20.7.2 An approval or consent given by a Party under the Agreement will not relieve the other Party from responsibility for complying with the requirements of the Agreement, nor will it be construed as a waiver of any rights under the Agreement, except as and to the extent otherwise expressly provided in such approval or consent.
20.7.3 A waiver of any breach of any provision of the Agreement will not constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision of the Agreement.

20.8 **Binding Nature**

20.8.1 Each Contract is binding on the Parties, their successors and permitted assigns.

20.9 **No Third Party Beneficiaries**

20.9.1 Except as expressly stated otherwise, nothing contained in a Contract is intended to confer upon any party other than DXC and Customer any rights, benefits or remedies of any kind or character whatsoever. An entity who is not a party to a Contract has no right to enforce any term of the Contract.

20.10 **Assignment**

20.10.1 Subject to the remainder of this clause 20.10, a Party must not assign, transfer, or otherwise deal in any other way with any or all of its rights and obligations under the Agreement without the prior written consent of the other Party. Any assignment, transfer or other dealing in breach of this clause 20.10 shall be void and of no effect.

20.10.2 Either Party may assign, transfer or otherwise deal in any way with any of its rights or obligations under the Agreement without the prior written consent of the other Party:

   a. to an Affiliate in the event of a restructure or reorganisation of the Party's corporate group, provided that that Party demonstrates to the other Party's reasonable satisfaction that the relevant Affiliate is financially sound and capable of carrying out its obligations under the Agreement;

   b. to the acquirer of all or substantially all of the assets of that Party's business to which the Agreement specifically relates; or

20.10.3 The Party assigning, transferring or otherwise dealing with rights or obligations under the Agreement must provide the other Party with reasonable prior notice of the assignment, transfer or other dealing.

20.10.4 Customer will not unreasonably delay executing any novation agreement or other document necessary to give effect to effect an assignment, transfer or other dealing of a nature referred to in clause 20.10.2.

20.10.5 For the purposes of this clause 20.10, a change in Control affecting a Party is deemed to be an assignment by that Party of its rights under the Agreement.

20.11 **Export Restriction**

20.11.1 Each Contract is expressly made subject to any United States and other applicable Laws regarding export from the United States or another country, and import into any country, of computer hardware, software, technical data or other items, or derivatives of such hardware, software, technical data or other items.
20.11.2 Notwithstanding anything to the contrary in a Contract, in the course of exercising its rights and performing its obligations under a Contract, neither Party will directly or indirectly export (or re-export) any computer hardware, software, technical data or any other item provided to or by it for purposes of a Contract, or any derivative of the same, or permit the shipment of the same:

a. into (or to a national or resident of) Cuba, Myanmar, North Korea, Iran, North Sudan (Khartoum), Syria or United States embargoed countries or any other country with respect to which the United States has imposed sanctions;

b. to anyone on the United States Treasury Department’s List of Specially Designated Nationals, List of Specially Designated Terrorists or List of Specially Designated Narcotics Traffickers, or the United States Commerce Department’s Table of Denial Orders or Entity List of proliferation concern, or the United States State Department’s Debarred Parties List; or

c. to any person, country or destination for which the United States or another country with jurisdiction, or any agency of the same, requires an export license or other authorisation for export, without first having obtained any such license or other authorisation required.

20.11.3 Customer, represents and warrants that it is not, and no Service Recipient or other party authorised by Customer to receive the benefit of Services, is:

a. located in, under the control of, or a national or resident of any country;

b. included on any government list;

c. a person,

referred to in clauses 20.11.2a. to 20.11.2c. above.

20.11.4 Customer will provide to DXC not less than 10 days’ prior written notice in the event that any technical data, hardware, software or other items provided by Customer that will be used or accessed by DXC in providing the Services and/or Products is controlled for export under the International Traffic in Arms Regulations or other applicable Laws (unless such items are controlled for export under United States Law only as ECCN EAR99) and, if requested by DXC, will provide ECCN classification of any such item or the similar classification as appropriate under other applicable Law. Unless otherwise expressly agreed, Customer will be the importer of record of any items for which import is required for delivery of any portion of the Services outside the United States. Each Party will reasonably cooperate with the other and will provide the other promptly upon request any end-user certificates, affidavits regarding re-export or other certificates or documents as are reasonably requested to obtain authorisations, consents, licenses and/or permits required for any payment or any export or import of items or services under a Contract. In the event there are inconsistencies or contradictions between this clause 20.11 and any other clause in a Contract this clause 20.11 shall prevail.

20.11.5 If Customer exports, imports or otherwise transfers any Product provided under a Contract, Customer must be responsible for complying with applicable Laws and regulations and for obtaining any required export or import authorisations. DXC may suspend its performance under the relevant Contract to the extent required by Laws applicable to either Party.
20.12  Good Faith

20.12.1 Wherever the Agreement requires or contemplates any action, consent or approval, a Party shall act reasonably and in good faith and may not unreasonably withhold or delay its action, consent or approval.

20.13  Public Relations and Marketing References

20.13.1 Each Party will coordinate with the other regarding any media release, public announcement or similar disclosure relating to the Agreement or its subject matter and will give the other Party a reasonable opportunity to review and comment on the content of such release, announcement or disclosure prior to its release. This provision does not alter the restrictions on the disclosure of Confidential Information set out in clause 10.1 and, subject to clause 10.1, will not be construed so as to delay or restrict either Party from disclosing any information required to be disclosed in order to comply with any applicable Laws.

20.13.2 Notwithstanding the above and clause 10.1, subject to any applicable Laws, each Party may list the name of the other Party, to make general references to the basic nature of the relationship between the Parties and to describe generally Services and Products in promotional and marketing materials, oral or visual presentations, interviews conducted by the news media or securities analysts and in or through any other available media channels, including print, internet, radio, cable and broadcast mediums.

20.14  Further assurances

20.14.1 Each Party must, at its own expense, whenever requested by the other Party, promptly do or, to the extent reasonably practicable, arrange for others to do everything, including executing any documents, reasonably necessary to give full effect to the Agreement and the transactions contemplated by the Agreement.

20.15  Governing Law and Jurisdiction

20.15.1 The Agreement will be governed by and construed in accordance with the Law of the Selected Location.

20.15.2 Each party irrevocably and unconditionally:

a. submits to the non-exclusive jurisdiction of the courts of the Selected Location; and

b. waives, without limitation, any claim or objection based on absence of the jurisdiction or inconvenient forum
Schedule 1

Definitions

**Addenda** or **Addendum** has the meaning set out in clause 2.1.3 of these Base Terms.

**Affiliate** means any entity controlled by, controlling, or under common control with a Party.

**Agreement** has the meaning set out in clause 2.2.2 of these Base Terms.

**Agreement Term** means the term of the Agreement as set out in clause 3.1.1 of these Base Terms.

**Background Intellectual Property** means all Intellectual Property Rights in any materials, know-how, methodologies, processes, techniques, tools, forms, templates, and software (whether written or machine-readable) (collectively, “**Materials**”) that are: (i) owned or licensed by a Party, its subcontractors, or their respective Affiliates before the effective date of the Agreement; (ii) developed by such Party, its subcontractors, or their respective Affiliates, independently of the Services; or (iii) Derivative works of the Materials described the preceding clauses (i) and (ii), whether created singly or jointly by DXC and/or by Customer or their respective Affiliates.

**Base Terms** means the terms contained in this Base Terms document.

**Business Day** means any day that is not a weekend or holiday in the Selected Location.

**Change Control Document** has the meaning set out in clause 6.3 of these Base Terms.

**Change Control Procedure** means the procedure detailed in clause 6 of these Base Terms.

**Change Request** has the meaning set out in clause 6.1.3 of these Base Terms.

**Charges** means amounts that a Contract provides DXC is entitled to charge Customer for the Services and Products provided under that Contract.

**Confidential Information** means, in relation to a Party (“**Disclosing Party**”):

a. any and all information communicated by the Disclosing Party to the other Party (“**Receiving Party**”) and identified as “confidential” or which could reasonably be expected to be confidential, whether before or after the date of the Agreement;

b. any and all information of the Disclosing Party identified as confidential to which the Receiving Party has access in connection with the Services or Products, whether before or after the effective date of the Agreement;

c. the Disclosing Party’s confidential and proprietary information that may be disclosed to the Receiving Party under or in connection with the Agreement; and

d. each Contract and the Disclosing Party’s rights and obligations under the Agreement,

but excludes information which:

e. is already known by the Receiving Party without an obligation of confidentiality other than under the Agreement;

f. is publicly known or becomes publicly known without any breach of obligation not to disclose that information by the Receiving Party;
g. is rightfully received by the Receiving Party from a third party having no obligation
not to disclose that information; or
h. is independently developed without use of the Disclosing Party’s confidential
information.

Consents has the meaning set out in clause 13.3.1 of these Base Terms.
Contract has the meaning set out in clause 2.1.6 of these Base Terms.
Contract 1 has the meaning set out in clause 15.1.3 of these Base Terms.
Contract 2 has the meaning set out in clause 15.1.3 of these Base Terms.
Contract Document means any document forming part of the Agreement.
Contract Term has the meaning set out in clause 3.1.3 of these Base Terms.
Control means any situation where a person (a "Controlling Person") has, or is
entitled to acquire, the right or power to secure, whether directly or indirectly, that the
affairs of another person (the "Controlled Person") are conducted under the wishes of
the Controlling Person.
Customer means the Party named as Customer on the first Execution Document and
which enters into the Agreement.
Customer Representative means the person nominated by Customer from time to
time to liaise with the DXC Representative.
Customer Responsibilities means the responsibilities of Customer under or pursuant
to each Contract.
Delivery Receipt has the meaning set out in clause 19.3.1 of these Base Terms.
Derivative means a work based upon, recast, transformed, or adapted from one or
more pre-existing works, such as a translation, transformation, reproduction,
abridgment or condensation (e.g., a work containing any portion of a pre-existing work
is a Derivative). The term "work" as used in this definition means a work of authorship
(including without limitation a software program), fixed in any tangible medium of
expression, now known or later developed, from which it can be perceived, reproduced,
or otherwise communicated, either directly or with the aid of a machine or device, but
does not include any underlying idea, procedure, process, system, method of
operation, concept, principle, or discovery, regardless of the form in which it is
embodied in such work.
Dispute means any dispute, controversy, or claim of any kind or nature arising under or
in connection with the Agreement and all Contracts.
DXC means the DXC Technology Company related entity named as DXC on the first
Execution Document and which enters into the Agreement.
DXC Representative means the person nominated by DXC from time to time to liaise
with the Customer Representative.
Effective Date means the date specified as such in a Contract or, if no date is
specified, the date that the last Party signs the Execution Document forming part of that
Contract.
Execution Document has the meaning set out in clause 2.1.5 of these Base Terms.
An Execution Document may also be referred to as a Transaction Document, and its
content may be included as part of a Solution Pack.
Expert has the meaning set out in clause 9.3.6 of these Base Terms.
First Party has the meaning set out in clause 15.1.2 of these Base Terms.
**Force Majeure Event** means any event or circumstance beyond a Party’s reasonable control including acts or omissions of the other Party or third parties, natural disasters, health crises such as epidemics and pandemics, riots, war, terrorism, civil disorder, court orders, acts or regulations of governmental bodies, labour disputes (other than those limited to the affected Party’s own workforce) or failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment or lines, or other equipment failure (excluding equipment provided to Customer as a Product), and which it could not have prevented by reasonable precautions or could not have remedied by the exercise of reasonable efforts, provided that the exercise of such reasonable precautions or reasonable efforts would not require the incurrence of any additional cost or expense.

**Gross Negligence** means negligence which involves an indifference to, and a blatant violation of a legal duty with respect to the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross Negligence involves conduct that is extreme when compared with ordinary negligence.

**Group Loss** has the meaning set out in clause 15.7.1 of these Base Terms.

**Hardware** means any hardware sold by DXC to Customer under the Hardware Module.

**Insolvency Event** means, in respect of a Party, the happening of one or more of the following events:

- a. except for the purpose of a solvent reconstruction or amalgamation which has the prior written consent of the other Party:
  - i. process is filed in a court seeking an order that it be wound up or that a controller be appointed to it or any of its assets, unless the application is withdrawn, struck out or dismissed within seven days of it being filed;
  - ii. an order is made that it be wound up or that a controller be appointed to it or any of its assets; or
  - iii. a resolution that it be wound up is passed or proposed;
- b. a liquidator, provisional liquidator, controller or any similar official is appointed to, or takes possession or control of, all or any of its assets or undertaking;
- c. an administrator is appointed to it, a resolution that an administrator be appointed to it is passed or proposed, or any other steps are taken to appoint an administrator to it;
- d. it enters into, or resolves to enter into, an arrangement, compromise or composition with any of, or any class of, its creditors or members, or an assignment for the benefit of any of, or any class of, its creditors, or process is filed in a court seeking approval of any such arrangement, compromise or composition;
- e. a reorganisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors is proposed or effected or by reason of financial difficulties it begins negotiations with one or more of its creditors with a view to readjustment or rescheduling of any of its indebtedness;
- f. any action is taken by a competent governmental authority with a view to its deregistration or its dissolution, or an application is made to such an authority that any such action be taken;
- g. it states that it is unable to pay its debts or it is, or is presumed to be, insolvent under any applicable Law;
- h. as a result of the operation of applicable Law, it is taken to have failed to comply with a statutory demand;
- i. it stops or suspends or threatens to stop or suspend the payment of all or a class of its debts or the conduct of all or a substantial part of its business;
j. any event or circumstance exists which would entitle a court to make an order to wind it up; or

k. anything having a substantially similar effect to any of the events specified in paragraphs a to j of this definition happens to it under the Law of any jurisdiction.

**Intellectual Property** means copyright, designs, circuit layouts, trademarks, know-how, Confidential Information, patents, inventions, discoveries and domain names and all other intellectual property as defined in article 2 of the Convention establishing the World Intellectual Property Organisation 1967.

**Intellectual Property Rights** means all registered and unregistered rights in respect of Intellectual Property.

**Interest Rate** means: (a) the official cash rate from time to time of the Central or Reserve Bank of the jurisdiction in which the relevant Contract was signed plus 2% per annum calculated daily, or (b) where applicable Laws do not permit charging of the foregoing rate, the Interest Rate will be the maximum rate of interest permitted under those Laws.

**Law** means any statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in the relevant jurisdiction and includes any mandatory industry codes of conduct.

**Losses** means any claims, actions, damages, liabilities, costs and expenses of every kind and nature, including reasonable legal fees and expenses.

**Material Subcontractor** means any entity (other than an DXC Affiliate) who is engaged to perform DXC responsibilities under the Agreement involving:

a. access to Customer's core systems; and/or

b. externally-facing activity involving direct contact with customers of a Service Recipient.

**Minimum Volume** means a minimum volume of Products and/or Services which Customer agrees to purchase from DXC, as further described in a Contract.

**Minimum Term** means a minimum duration for which Customer agrees to receive Products and/or Services from DXC, as further described in a Contract.

**Module** has the meaning set out in clause 2.1.2 of these Base Terms.

**New Intellectual Property** means any Intellectual Property Rights developed during the Agreement Term pursuant to or in connection with the Agreement, and excludes the Background Intellectual Property.

**Outstanding Amount** has the meaning set out in clause 16.2.1a. of these Base Terms.

**Outstanding Payment Date** has the meaning set out in clause 16.2.1a. of these Base Terms.

**Outstanding Payment Notice** has the meaning set out in clause 16.2.1b. of these Base Terms.

**Party** or **Parties** means DXC or Customer or both according to the context.

**Payment Dispute** means a Dispute that arises out of, or in connection with, the payment or invoicing of any amount in respect of Charges due under the Agreement.

**Payment Dispute Notice** has the meaning set out in clause 9.3.3 of these Base Terms.
**Permitted Subcontractor** means any entity (other than a Material Subcontractor) who is engaged to perform DXC responsibilities under the Agreement including any entity who:

a. is named as a Permitted Subcontractor in a Contract; and/or
b. performs functions in relation to an environment which is not dedicated to Customer.

**Personnel** means, in respect of a Party, that Party's employees, agents or contractors.

**Preliminary Estimate** has the meaning set out in clause 6.1.5 of these Base Terms.

**Privacy Law** means all Laws relating to protection of personal data, including without limitation, the laws implementing EU Directive 95/46/EC EU and Directive 2002/58/EC (the “GDPR”) and any amendments thereto. For the sake of clarity, the GDPR shall be applied as of May 25, 2018.

**Product** means hardware or software which DXC has agreed to provide to Customer in a Contract.

**Product Order** means an accepted order (excluding pre-printed terms and conditions such as contained in a purchase order or similar document) for Hardware or Software together with any Supporting Material that the Parties identify as incorporated either by attachment or reference.

**Read Receipt** has the meaning set out in clause 19.3.1 of these Base Terms.

**Relief Event** has the meaning set out in clause 5.1.1 of these Base Terms.

**Response Period** has the meaning set out in clause 6.1.7 of these Base Terms.

**Responsible Party** has the meaning set out in clause 14.5.1 of these Base Terms.

**Restricted Person** has the meaning given to that term in clause 8.1.2 of these Base Terms.

**Second Party** has the meaning set out in clause 15.1.2 of these Base Terms.

**Selected Location** means the jurisdiction specified as the Selected Location (including states and provinces (if any) of the Selected Location) in the Execution Document in the first Contract.

**Service Credit** means the amount payable by DXC to Customer for failure to meet a critical Service Level, as specified in a Contract.

**Service Level** means a quantitative performance standard for Services set forth in a Solution Pack included in a Contract.

**Service Recipient** means Customer and any Customer Affiliate specified as “Service Recipient” in a Contract subject to clause 4 of these Base Terms.

**Service** means support, managed services, professional services, and any other services which DXC has agreed to provide to Customer in a Contract.

**Software** means any software provided by DXC to Customer under the Software Module.

**Solution Pack** has the meaning set out in clause 2.1.4 of these Base Terms.
**Stranded Costs** means any costs incurred by DXC or its DXC Affiliates which would typically be likely to be recovered by DXC through the Charges paid by Customer for Services and Products but which DXC is not able to recover because of delay or suspension relating to, or suspension or termination of, a Contract or the Agreement, including, without limitation, costs incurred in respect of under-utilised DXC Personnel, licences or equipment.

**Supporting Material** means any materials forming part of a Contract, including product lists, hardware or software specifications, standard or negotiated service descriptions, data sheets and their supplements, and published warranties.

**Termination Charge** means the amount payable under a Contract upon certain termination events, as specified in the relevant Contract.

**Third Party Intellectual Property** means Intellectual Property owned or provided by a party other than Customer, DXC, or their respective Affiliates.


**Wilful Misconduct** means any act or omission of a Party which is wrongful and wilfully intended to harm the interests of the other Party, provided however that negligence (including Gross Negligence), an error of judgment or mistake of a person, or an exercise of rights by a Party does not of itself amount to Wilful Misconduct.
## Schedule 2

### Form of Change Request

<table>
<thead>
<tr>
<th>Title of the Change Request:</th>
<th>Contract that this change relates to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Change Request No:</td>
<td></td>
</tr>
<tr>
<td>Originator:</td>
<td>Date of the request or recommendation for the change:</td>
</tr>
<tr>
<td>Is this a Preliminary Estimate?</td>
<td>Is this a Change Control Document?</td>
</tr>
<tr>
<td>Reason for the change:</td>
<td>[Amend Contract to ]</td>
</tr>
<tr>
<td>Full details of the change:</td>
<td></td>
</tr>
</tbody>
</table>

**Step 1: Preliminary Estimate (clause 6.1.5), indicating the impact of the change on the following:**

(a) The Services and Service Levels:

(b) The Customer environment:

(c) The Charges:
   - Total (non-binding) estimated price for this engagement is

(d) The timeframes in the Contract (including the time to implement the change):

(e) The Contract documentation (in particular the Execution Document or the Solution Pack):

**Step 2: Change Control Document (clause 6.3.1), indicating the impact of the change on the following:**

(a) The Services and Service Levels:

(b) The Customer environment:

(c) The Charges:
   - Total price for this engagement is

(d) Price type:

(e) The timeframes in the Contract (including the time to implement the change):

(f) The Contract Documents (in particular the Execution Document or the Solution Pack):

**Response to Change Request required on or before:**

**Date of expiry of validity of the Change Request:**

**Valid to:**

**Provision for signature by Customer and DXC:**

<table>
<thead>
<tr>
<th>Customer</th>
<th>DXC</th>
</tr>
</thead>
<tbody>
<tr>
<td>By: ...............................................</td>
<td>By: ...............................................</td>
</tr>
<tr>
<td>Name: ............................................</td>
<td>Name: ............................................</td>
</tr>
<tr>
<td>Title: ............................................</td>
<td>Title: ............................................</td>
</tr>
<tr>
<td>Date: .............................................</td>
<td>Date: .............................................</td>
</tr>
</tbody>
</table>
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Figure 1: FastTrack Modules
Recitals

A. Customer desires to obtain from DXC, and DXC desires to provide to Customer, certain cloud computing and software as-a-service ("SaaS") services described in Solution Packs related to this Module as may be agreed upon, by Customer and DXC from time to time in a Contract ("Cloud and SaaS Services").

B. Customer and DXC have agreed upon certain standard provisions that will govern the performance of the activities contemplated by this Module.

C. The Base Terms together with this Module, any relevant Solution Packs, any relevant Addenda and the Execution Documents entered into by the Parties document the terms and conditions under which Customer agrees to purchase, and DXC agrees to provide, Cloud and SaaS Services.

D. For the avoidance of doubt, the Parties acknowledge that this Module applies to the provision of Cloud and SaaS Services and does not apply to any other Services or Products.

1. Introductory Terms

1.1 Definitions

1.1.1 Definitions are contained in Schedule 1 of the Base Terms and
1.1.2 Schedule 1 of this Module.

2. Structure

Figure 2: Modular Contract Structure

2.1 Execution Document

2.1.1 DXC will provide the Cloud and SaaS Services to Customer as described in the Contract for those Cloud and SaaS Services. In respect of a Contract for the provision of Cloud and SaaS Services, each applicable Execution Document will include, at a minimum, the following:

a. a reference to the Base Terms;
b. a reference to this Module;
c. the Addenda that are to apply;
d. the Solution Pack(s) that are to apply;
e. the Customer name;
f. the Effective Date of the Contract;
g. if applicable, the expiry date of the Contract, Minimum Term and Minimum Volume;
h. the name and address of any Service Recipients;
i. Customer Authorised Representatives;
j. Customer Technical Representatives; and
k. any additional provisions applicable to the Contract that:
   i. are required by the Base Terms, this Module, any relevant Solution Packs or any Addenda to be addressed;
ii. are not otherwise set out in the Base Terms, this Module, any relevant Solution Packs or any Addenda; or

iii. are exceptions to the provisions set out in the Base Terms, this Module, any relevant Solution Packs or any Addenda.

2.1.2 A Contract will not become effective until an Execution Document has been executed by an Authorised Representative of each of DXC and Customer. Execution may occur by electronic signature.

3. Location of Operations

3.1 DXC Locations

3.1.1 DXC may use global resources, in worldwide locations to provide the Cloud and SaaS Services. Unless DXC otherwise expressly agrees in a Contract to provide Cloud and SaaS Services from service location(s) in a specific country or region, DXC may relocate the service location(s), from time to time, after providing at least ninety (90) days prior notice to Customer in accordance with clause 4.3.2.

4. Change Control

4.1 Change Control Procedure

4.1.1 To the extent of any inconsistency between this clause 4 and clause 6 (Change Control) of the Base Terms, this clause 4 will prevail in respect of the Cloud and SaaS Services provided under this Module. Clause 19 (Notices) of the Base Terms applies to this Module subject to the changes permitted pursuant to this clause 4.

4.2 Customer Changes

4.2.1 Customer may request certain changes through the DXC designated portal or website (e.g. adjustments to capacity and addition of optional services), or as otherwise provided for in an applicable Solution Pack. Changes agreed by DXC will be priced at DXC's then-current standard rates available via the designated portal, as set out in the applicable Solution pack, or as the Parties otherwise agree. DXC may decline Customer's request for changes. DXC may also offer enhancements as options subject to additional Charges. Customer may also request operational changes through the Operations Centre (e.g. changes to IP addresses or server reboots) or as otherwise provided for in the applicable Solution Pack.
4.3  **DXC Changes and Notifications**

4.3.1 DXC reserves the right to make changes in its operations, the Cloud and SaaS Services, Service Levels, Solution Packs and policies (“DXC Change”) in such circumstance, and for such purposes, as DXC deems appropriate in its sole and unfettered discretion (including without limitation) in order to make improvements, address security requirements or comply with changes in Laws. To express such right, DXC will notify Customer of DXC Changes via updates to Solution Packs and policies in accordance with this clause 4.3. Changes made in accordance with this clause 4 will automatically amend and modify the Contract(s) governing the provision of the relevant Cloud and SaaS Services.

4.3.2 DXC shall notify Customer of a DXC Change by: (i) posting such notice and/or an updated Solution Pack in a DXC-designated website or portal(s) or (ii) transmitting such notice and/or updated Solution Pack by e-mail to the Customer Authorised Representatives and Customer Technical Representatives. It is Customer’s responsibility to refer to these means for notices and updates. Additionally, DXC may defer, alter or cancel any announced DXC Change for any reason at any time, but will give further notice of any such deferral, alteration or cancellation.

4.3.3 Except in the circumstances described in clause 4.3.4, in the event a DXC Change eliminates or reduces any Cloud and SaaS Services or Service Levels, DXC will provide Customer with at least 18 months’ advance written notice. Following receipt of such notice, Customer may terminate the affected Cloud and SaaS Services for its convenience by giving written notice to DXC as required by the applicable Solution Pack prior to the change taking effect and without paying a Termination Charge.

4.3.4 In circumstances where the elimination or reduction of a Cloud and SaaS Service or Service Levels results from discontinuation of service or support by a DXC third party service provider, DXC will provide written notice to Customer as soon as practicably possible. Following receipt of such notice, Customer may terminate the affected Cloud and SaaS Services for its convenience by giving written notice to DXC as required by the applicable Solution Pack prior to the change taking effect and without paying a Termination Charge.

4.3.5 DXC notifications related to maintenance or incidents shall be as specified in the applicable Solution Pack.

5.  **Subcontracts**

5.1  **Use of Affiliates and Subcontractors**

5.1.1 DXC may subcontract provision of any of the Cloud and SaaS Services to third parties without Customer’s consent.

5.1.2 Clause 7.1.1 of the Base Terms does not apply to the provision of Cloud and SaaS Services under this Module.
6. **Service Levels and Service Credits**

6.1 **General**

6.1.1 Where applicable and subject to clause 4.3, any Service Levels specified in a Solution Pack will apply to the Cloud and SaaS Services outlined in that Solution Pack with effect from the date indicated in such Solution Pack or, if no date is indicated, from the date DXC starts providing those Cloud and SaaS Services.

6.2 **Measurement and Reporting**

6.2.1 DXC will implement measurement and monitoring tools and metrics as well as standard reporting procedures to measure and report DXC’s performance of the Services against the applicable Service Levels. Where agreed in a Contract, DXC will provide Customer with access to the data used by DXC to calculate its performance against the Service Levels and the measurement and monitoring tools and procedures utilised by DXC to generate such data for purposes of audit and verification.

6.3 **Service Credit Amounts and Calculation**

6.3.1 In the event of an unexcused DXC failure to meet Service Levels, Customer may be entitled to Service Credits, if specified in the applicable Solution Pack.

6.3.2 For Service Levels not identified as bearing Service Credits, DXC may report performance for informational purposes only, as specified in the applicable Solution Pack. Customer agrees that any such Service Levels are an indicative measure of performance and not contractually binding.

6.4 **Assessment and Payment**

6.4.1 Service Credits, if applicable, shall be credited against future invoices monthly.

6.5 **Sole Remedy**

6.5.1 Service Credits are Customer’s sole and exclusive monetary remedy for unexcused failures to meet Service Levels, except in the case of material breach by DXC of its obligations under the Contract which would trigger a right for Customer to terminate under clause 16.1 (Termination for Cause) of the Base Terms, in which case Customer may seek damages, up to applicable limits, less any Service Credits assessed or paid, or exercise any other available rights or remedies. Service Levels do not apply following Force Majeure Events or similar emergencies until normal Cloud and SaaS Services are restored.
7. Personnel

7.1 Hiring of Employees

7.1.1 Clause 8 (Personnel) of the Base Terms does not apply to the provision of Cloud and SaaS Services under this Module.

8. Financial Terms

8.1 Disputed Amounts

8.1.1 Clause 9.3 (Payment Disputes) of the Base Terms do not apply to the provision of Cloud and SaaS Services under this Module. Customer must pay DXC invoices in full without withholding or set-off.

9. Intellectual Property

9.1 Intellectual Property Rights

9.1.1 During the applicable Contract Term, DXC grants Customer and Service Recipients a royalty-free, non-transferable, non-exclusive, revocable right to access and use DXC's Intellectual Property Rights (other than the DXC Software) in accordance with the terms of the Contract, to the extent necessary to use the Cloud and SaaS Services.

9.2 DXC Software

9.2.1 For the purposes of this Cloud and SaaS Module “DXC Software” means those DXC owned software tools and products used by DXC in provision of the Cloud and SaaS Services.

9.2.2 During the applicable Contract Term, DXC grants Customer and Service Recipients a non-exclusive, worldwide, royalty-free and revocable right to use any DXC Software included in the Cloud and SaaS Services, solely to the extent necessary for Customer and End Users to receive and use the Cloud and SaaS Services.

9.3 Third Party Software

9.3.1 DXC will obtain and maintain such rights to third party software provided by DXC as may be necessary for DXC to use such software in the performance of the Cloud and SaaS Services.

9.3.2 Customer will obtain and maintain such rights to third party software as may be necessary for Customer and Service Recipients to use such software in connection with Customer's or Service Recipients' receipt of the Cloud and SaaS Services and use of related infrastructure, including applications or systems software furnished or installed by Customer or Service Recipients.
9.3.3 Any open source software provided by DXC as may be necessary for DXC to use in the performance, or Customer's or Service Recipients' receipt, of the Cloud and SaaS Services will be subject to the license terms applicable to such open source software.

10. Customer Data and Security

10.1 Access to Customer Data

10.1.1 Each Party shall comply with any applicable Addenda regarding privacy obligations.

10.1.2 Customer is responsible for: (i) verifying that the Cloud and SaaS Services satisfy its requirements; (ii) security of its systems, content, Confidential Information, Customer Data and Personal Information; (iii) access or use of Cloud and SaaS Services by any third party to whom Customer gives access; (iv) complying with terms of use for any software, content, service or website it loads, creates or accesses when using the Cloud and SaaS Services; (v) securing rights and authorizations for the use of Customer Data with the Cloud and SaaS Services; and (vi) implementing appropriate disaster recovery and/or backup and restore services for adequate protection of Customer Data. Customer has the right to retrieve Customer Data at any time in its usual format.

10.1.3 DXC may have access to Customer's business contact information and other Customer Data that Customer furnishes, enters into, stores, or processes on DXC infrastructure from countries other than the country from which Customer entered that Customer Data. DXC may make reasonable use of Customer’s business contact information in connection with performance and delivery of the Cloud and SaaS Services.

10.1.4 Unless otherwise expressly agreed in a Contract, Customer acknowledges and agrees that DXC may, as part of Cloud and SaaS Services, store Customer Data (including Personal Information that is part of Customer Data) in a country other than the country from which Customer entered that Customer Data, and may, in order to perform the Cloud and SaaS Services, provide access to such Customer Data from countries other than the country from which Customer entered that Customer Data.

10.1.5 Customer must obtain all rights to use and disclose the Customer Data described in this clause 10.1, including by obtaining any necessary consents (as applicable).

10.1.6 Customer is responsible for safely and securely transmitting Customer Data to DXC and managing its Customer Data and any access to its Customer Data. DXC will have limited access to Customer Data only where necessary to support the IT systems, networks and other resources used by DXC to provide the Cloud and SaaS Services. If DXC should have access to Customer Data, DXC may use or disclose Customer Data only:

a. as authorised, directed, or permitted by Customer;
b. in connection with performance of Cloud and SaaS Services;
c. in order to comply with applicable Laws, subpoenas, discovery, or similar orders or requests; or
d. to investigate or help to prevent or mitigate security threats, fraud or other illegal, malicious, or inappropriate activity.

If and when any such disclosure is required by Law, DXC will (if permitted by Law to do so) make reasonable efforts to inform Customer so that Customer may seek legal protection.

10.1.7 Each Party will promptly notify the other upon learning of unauthorised access to or use of Customer Data, unless such notification is prohibited by Laws, and DXC will:

a. investigate the causes of the incident;
b. take such corrective action as DXC deems appropriate to prevent recurrence (to the extent the causes are within DXC’s responsibility); and
c. assist Customer with the restoration of lost or corrupted data according to DXC’s specific obligations set out in a Contract

10.2 Personal Information Protection

10.2.1 Defined terms used in this clause 10.2 not defined in this Module or in the Agreement shall have the meaning as defined in the applicable Privacy Laws.

10.2.2 The Parties will comply with applicable Privacy Laws.

10.2.3 To the extent DXC is acting as a Data Processor and Customer is acting as a Data Controller, this clause 10.2 sets out the terms and conditions for the Processing of Personal Information by DXC on behalf of Customer under the Agreement for the purpose of providing the Cloud and SaaS Services. The details of the respective Personal Information Processing carried out by DXC are set out in the relevant Solution Packs.

10.2.4 In its role as Data Processor, and only to the extent required by the applicable Privacy Laws, DXC shall:

a. Process Personal Information in accordance with Customer’s written instructions. At the time of signing a Contract, the written instructions given by Customer to DXC are included in the relevant Contract. Any amendments to this clause 10.2 shall be carried out in accordance with the change control procedure set out in clause 4 (Change Control).

b. maintain appropriate technical and organizational security measures to protect Personal Information Processed by DXC on Customer’s behalf against unauthorized or unlawful Processing of such Personal Information, and against accidental loss or destruction of, or damage to, that Personal Information;

c. have its employees use the Personal Information solely for the purposes of providing the Services and respect and maintain the confidentiality and security of the Personal Information;

d. not disclose the Personal Information to any other legal or natural person except where there is a legal or regulatory obligation to do so, or DXC is otherwise authorized or required to do so in the Agreement or in a Contract;
e. assist Customer with obligations to respond to requests relating to the exercise of Data Subject rights or from a supervisory authority and shall carry out data protection impact assessments as required by applicable Privacy Laws;

f. notify Customer without undue delay after becoming aware of any Personal Information breach that results in the accidental, unauthorised or unlawful destruction, loss, alteration or unauthorised disclosure of or access to the Personal Information;

g. keep records of Processing in accordance with applicable Privacy Laws and as necessary to demonstrate compliance and, upon Customer’s request make available such records in reasonable time;

h. ensure that subcontractors Processing Personal Information (“Sub-Processor”) comply with obligations no less protective than the terms set out in this clause 10.2. DXC shall have the right to appoint a new Sub-Processor provided that Customer is given sixty (60) days’ prior notice and Customer does not legitimately object to the new Sub-Processor within that timeframe. Legitimate objections must contain reasonable and documented grounds relating to a Sub-Processor’s non-compliance with the Privacy Laws. DXC shall remain fully liable to the Customer for the performance of a Sub-Processor’s obligations under these Personal Information protection terms;

i. transfer any Personal Information processed on behalf of Customer to a country outside the European Economic Area only if:
   i. that Personal Information is transferred to a country approved by the European Commission as providing an adequate level of protection for Personal Information;
   ii. the transfer is made pursuant to Standard Contractual Clauses for the transfer of Personal Information; or
   iii. the transfer is based upon other appropriate legal mechanisms.

Should any transfer mechanism be found invalid by competent authority, the Parties shall agree on an alternative transfer mechanism;

j. allow audits by Customer related to the Cloud and SaaS Services to demonstrate DXC's compliance with obligations set out in this clause 10.2 and the Privacy Laws. Unless otherwise agreed between the Parties, audits shall be conducted:
   i. subject to prior written notice of at least thirty (30) days,  
   ii. during DXC’s business hours, and
   iii. at intervals not shorter than 12 months.

Audits conducted on DXC’s premises or those of DXC Affiliates or Sub-Processors shall be carried out without any avoidable disruptions of business operations. If DXC provides proof of an appropriate implementation of the applicable Privacy Laws as provided for in clause 10.2.4g such audits shall be limited to random sampling only.

The audit report shall at all times be deemed DXC's Confidential Information; and
k. upon termination of the Agreement or a Contract and at the choice of Customer, delete or return all Personal Information to Customer, unless DXC is subject to a legal obligation requiring retention of the Personal Information.

10.2.5 If DXC receives a request or communication from a Data Subject directly, and unless legally prohibited, it shall promptly inform and forward the request to Customer and shall not respond to the request or communication unless expressly authorized by Customer.

10.2.6 As a Data Controller, Customer confirms that it has obtained all necessary consents and authorisations for the lawful Processing of Personal Information by DXC, DXC Affiliates, and Sub-Processors, before passing Personal Information to DXC. Customer hereby authorizes DXC, DXC Affiliates, and Sub-Processors to collect, use, store and transfer the Personal Information that Customer provides to DXC for the purpose of performing DXC’s obligations under the Agreement or a Contract.

10.3 Security

10.3.1 Customer has verified that the security features described in the applicable Solution Pack satisfy Customer’s requirements. Customer must determine whether the security features are suitable for Customer’s requirements and DXC has no responsibility to Customer in the event that the security features are not sufficient for such requirements.

10.4 Viruses, Malicious and Disabling Code

10.4.1 DXC has no responsibility for viruses or other malware not introduced by DXC into the Cloud and SaaS Services or Customer’s system, or for restoration of lost or corrupted data or applications except for DXC’s specific restoration obligations, if any, specified in the Agreement.

11. Audit

11.1.1 With the exception of audits pursuant to clause 0, Customer audit rights, if any, shall be as described in the relevant Solution Pack and will be limited solely to environments dedicated to Customer.

12. Compliance

12.1 Legal and Regulatory Compliance generally

12.1.1 The Cloud and SaaS Services are not intended for, and Customer will not use the Cloud and SaaS Services to, store, transmit or process data for any applications or uses prohibited by the Agreement, any applicable policies (including, without limitation, any ‘Acceptable Use Policy’ set out in the Solution Pack or applicable Addenda) or by Law.
12.1.2 Customer bears responsibility for use of the Cloud and SaaS Services by Customer, Service Recipients and End Users, including compliance with Laws that apply to such uses and to uses in connection with DXC’s performance (such as export controls, arms trafficking, electronic communications, telecommunications or common carrier laws or regulations). Customer may not use the Cloud and SaaS Services (including data stored, transmitted or processed using the Cloud and SaaS Services) in ways that would impose additional regulatory or other legal obligations upon DXC because of that use (for example, by subjecting DXC to regulations that apply to Customer’s industry) unless the Parties have expressly agreed to do so in a regulatory Addendum incorporated in a Contract.

12.1.3 In the event of any seizure or legal hold of any Customer Data stored within the Cloud and SaaS Services or any seizure or legal hold of Cloud and SaaS Services infrastructure by Customer, its Affiliates, or a third party, including government entities, via commercial, legal or other means DXC will immediately suspend provision of the Cloud and SaaS Services but will continue to invoice Customer monthly for remainder of the Contract Term and during any additional period for which DXC is compelled to retain Customer Data at the level of monthly Charges invoiced for the Cloud and SaaS Services in the month immediately prior to the seizure or hold event.

13. Indemnities

13.1 Infringement Claims

13.1.1 Clause 14.3 (Infringement Claims) of the Base Terms does not apply to the use or provision of Red Hat Enterprise Linux software or any other open source software. Clause 14.3 (Infringement Claims) of the Base Terms provides Customer’s sole and exclusive remedy against third party claims of infringement.
14. Liability

14.1 General Provisions

14.1.1 For the avoidance of doubt, clause 15 (Liability) of the Base Terms applies to Contracts which incorporate this Module and the provision of Cloud and SaaS Services, and qualifies the remainder of this clause 14.

14.2 Limitations of Liability

14.2.1 The liability of one Party to the other for all Losses, except for Losses described in clause 14.2.2, arising out of or related to the provision of Cloud and SaaS Services under a Contract ("Cloud and SaaS Losses"), regardless of the form of action, whether arising under contract (including under any indemnity), equity, negligence or any other tort, statute, or otherwise, will be limited to and will not exceed, in the aggregate, the Charges paid or payable by Customer to DXC for the provision of Cloud and SaaS Services under that Contract during the 12 months preceding the last act or omission giving rise to such liability or, if 12 months have not elapsed since the Effective Date of the Contract, an amount calculated by multiplying the average monthly Charges paid or payable by Customer since the Effective Date of the Contract for the provision of Cloud and SaaS Services under that Contract, by 12.

14.2.2 The liability of one Party to the other for all Losses arising out of or related to any breach of Privacy Law obligations, breach of security obligations or loss of data related to the provision of Cloud and SaaS Services under a Contract ("Designated Losses") regardless of the form of action, whether arising under contract (including under any indemnity), equity, negligence or any other tort, statute, or otherwise, will be limited to and will not exceed, in the aggregate, the Charges paid or payable by Customer to DXC for the provision of Cloud and SaaS Services under that Contract during the 12 months preceding the last act or omission giving rise to such liability or, if 12 months have not elapsed since the Effective Date of the Contract, an amount calculated by multiplying the average monthly Charges paid or payable by Customer since the Effective Date of the Contract for the provision of Cloud and SaaS Services under that Contract, by 12.

14.2.3 For the avoidance of doubt:

a. neither Party is entitled to claim or recover any amounts in connection with any act or omission (or related series of acts or omissions) giving rise to Cloud and SaaS Losses or Designated Losses in excess of the applicable limit set out in clause 14.2.1 or 14.2.2 above, whether under or in excess of any other liability cap in any other Module that may apply to the relevant Contract, or under or in connection with any other Contract, the Agreement or otherwise; and

b. an act or omission by a Party (or related series of acts or omissions) will be treated as giving rise to either Cloud and SaaS Losses or Designated Losses (but not both) and other Party is not entitled to claim or recover an amount in excess of the relevant limit set out in clause 14.2.1 or 14.2.2 in respect of any such act or omission (or related series of acts or omissions).
15. Termination

15.1 Termination for Force Majeure

15.1.1 If a Force Majeure Event continues for more than 45 days and a Party's ability to perform its obligations under a Contract is substantially affected by the Force Majeure Event and a suitable workaround cannot be found, the other Party may terminate that Contract for its convenience by written notice as of the date specified in such notice of termination, which must be a date after the date of the notice.

15.2 Termination for Convenience

15.2.1 Customer may terminate a Contract in whole or a Solution Pack in whole (subject to any requirements in the Contract or Solution Pack) by:
   a. giving 30 days Business Days written notice; and
   b. paying any applicable Termination Charge within 30 days after the date of DXC's invoice.
Schedule 1

Definitions

**Authorised Representative** means the person nominated by a Party from time to time to make the necessary decisions on behalf of the Party.

**Cloud and SaaS Losses** has the meaning set out in clause 14.2.1 of this Module.

**Cloud and SaaS Services** has the meaning set out in Recital A of this Module.

**Customer Data** means all information provided by or on behalf of Customer and each Service Recipient to DXC for use or access in providing the Cloud and SaaS Services.

**Customer Technical Representative** means a person designated by Customer who may contact the Operations Centre concerning operational matters relating to Cloud and SaaS Services.

**Data Controller** means a person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any Personal Information are, or are to be, Processed.

**Data Processor** means a person (other than an employee of the Data Controller) who Processes the Personal Information on behalf of the Data Controller.

**Data Subject** means a living individual to which Personal Information pertains.

**Designated Losses** has the meaning set out in clause 14.2.2 of this Module.

**DXC Change** has the meaning set out in clause 4.3 of this Module.

**End User** means any individual, agent or other third party that uses or receives the Cloud and SaaS Services or acts on behalf of Customer in using or receiving the Cloud and SaaS Services.

**Operations Centre** means the centre that DXC provides to respond to inquiries regarding the Cloud and SaaS Services and receive reports of incidents submitted by Customer through the Customer Authorised Representatives or Customer Technical Representatives.

**Personal Information** means data which relates to a living individual who is identified or can be identified: (a) from that data; or (b) from that data and other information which is in the possession of, or is likely to come into the possession of, the Data Controller. Personal Information includes any expression of opinion about the individual and any indication of the intentions of the Data Controller or any other person in respect of the individual.

**Process** means obtaining, recording or holding the Personal Information or carrying out any operation or set of operations whether or not by automatic means on the Personal Information, including: (a) organisation, adaptation or alteration of the Personal Information; (b) retrieval, consultation or use of the Personal Information; (c) disclosure of the Personal Information by transmission, dissemination or otherwise making available; or (d) alignment, combination, blocking, erasure or destruction of the Personal Information.

**SaaS** has the meaning set out in Recital A of this Module.

**Service Level** has the meaning set out in clause 6.1.1.

**Sub-Processor** has the meaning set out in clause 10.2.4h of this Module.
Terms not defined in this Schedule 1 may be defined in Schedule 1 (Definitions) of the Base Terms included in the Agreement.
Execution Document

For the provision of [Managed Services/ Application Services/ Cloud and SaaS/ Software/ Hardware/ Professional Services]

*please delete Modules that do not apply

Contract Number: [xxx]

[Drafting Note: Please adopt an appropriate number system to track FastTrack Contracts]

In accordance with the Base Terms agreed to by the Parties, the Parties wish to enter into an Agreement or, where the Parties have already entered into an Agreement, amend the Agreement to include a new Contract by executing this Execution Document.

1. Contract Documents

The documents referred to in the tables below, together with this Execution Document, form a new Contract between the Parties:

[Drafting Note: Where a Contract Document (i.e. Base Terms, Module, Solution Pack or Addendum) already forms part of the Agreement, please include a cross reference to the Contract which incorporated that document into the Agreement after the name of that Contract Document (e.g. Base Terms (Version [x.x]) as amended by the parties– adopted under Contract [xxx] on [date])

| ☒ BASE TERMS (VERSION 2.2) | [EXECUTED UNDER CONTRACT [XXX] ON [DATE]] |
| ☒ ADDENDA | [LIST ADDENDA RELATED TO THIS CONTRACT] |

<table>
<thead>
<tr>
<th>Applicable Module</th>
<th>Solution Packs Related to Applicable Module</th>
<th>Addenda Applying to a Specific Module or Solution Pack</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ MANAGED SERVICES MODULE (VERSION 2.2)</td>
<td>[List applicable Managed Services Solution Packs]</td>
<td>[Reference Addenda applying to specific Managed Services Solution Packs (reference Solution Packs)]</td>
</tr>
<tr>
<td>☐ APPLICATION SERVICES MODULE (VERSION 2.2)</td>
<td>[List applicable Application Services Solution Packs]</td>
<td>[Reference Addenda applying to specific Application Services Solution Packs (reference Solution Packs)]</td>
</tr>
<tr>
<td>☐ CLOUD AND SAAS MODULE (VERSION 2.2)</td>
<td>[List applicable Cloud &amp; SaaS Solution Packs]</td>
<td>[Reference Addenda applying to specific Cloud &amp; SaaS Solution Packs (reference Solution Packs)]</td>
</tr>
<tr>
<td>☐ PROFESSIONAL SERVICES MODULE (VERSION 2.2)</td>
<td>[List applicable Professional Services Solution Packs]</td>
<td>[Reference Addenda applying to specific Professional Services Solution Packs (reference Solution Packs)]</td>
</tr>
<tr>
<td>☐ HARDWARE MODULE (VERSION 2.2)</td>
<td>[List applicable Hardware Solution Packs]</td>
<td>[Reference Addenda applying to specific Hardware Solution Packs (reference Solution Packs)]</td>
</tr>
<tr>
<td>☐ SOFTWARE MODULE (VERSION 2.2)</td>
<td>[List applicable Software Solution Packs]</td>
<td>[Reference Addenda applying to specific Software Solution Packs (reference Solution Packs)]</td>
</tr>
</tbody>
</table>
2. Contract Details and Key Terms

The Parties acknowledge and agree the following specific requirements apply to the provision of Products and Services under this Contract.

[Drafting Note: complete the tables below. Delete (or specify 'N/A') and add rows & key terms as necessary]

A. Additional General & Base Terms Specific Contract Details

[Drafting Note: if there are any separate Key Terms required for a particular Module/Solution Pack, please indicate under 'Specific Requirements' or otherwise address in the table in Section B below]

<table>
<thead>
<tr>
<th>Key Term/Subject</th>
<th>Specific Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer</td>
<td>[Identify Customer Entity for Agreement]</td>
</tr>
<tr>
<td>DXC</td>
<td>[Identify DXC Entity for Agreement]</td>
</tr>
<tr>
<td>Effective Date</td>
<td>[Delete and add to Section B below if Module specific Effective Dates required]</td>
</tr>
<tr>
<td>Contract Term</td>
<td>[Delete and add to Section B below if Module specific Contract Terms required]</td>
</tr>
<tr>
<td>Minimum Term</td>
<td>[Delete and add to Section B below if Module specific Minimum Terms required]</td>
</tr>
<tr>
<td>Customer Address for Notices</td>
<td>[Specify for first Contract or if Address is being varied, otherwise, insert “As specified in Contract [xxx]”]</td>
</tr>
<tr>
<td>DXC Address for Notices</td>
<td>[Specify for first Contract or if Address is being varied, otherwise, insert “As specified in Contract [xxx]”]</td>
</tr>
<tr>
<td>Customer Representative</td>
<td></td>
</tr>
<tr>
<td>DXC Representative</td>
<td></td>
</tr>
<tr>
<td>Selected Location</td>
<td>[Insert Country of Governing Law and Jurisdiction – only to be completed for first Contract]</td>
</tr>
<tr>
<td>Termination Charge</td>
<td>[Where Termination Charges apply, insert details of Termination Charges or cross refer to Solution Packs if they already include appropriate Termination Charges. Delete and add to Section B below if Module specific Termination Charges required]</td>
</tr>
<tr>
<td>Additional Base Terms</td>
<td>[Insert any deviations/additional provisions for this particular Contract. Note that the Execution Document takes precedence over other Contract Documents]</td>
</tr>
</tbody>
</table>

B. Additional Module Specific Contract Details

The following details specific to a Module are in addition to those set out in an applicable Solution Pack.

[Specify in the table below specific details for each applicable Module. If none then state not applicable or ‘see Solution Pack’ as appropriate]

<table>
<thead>
<tr>
<th>Contract Document</th>
<th>Key Term/Subject</th>
<th>Specific Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>MANAGED SERVICES MODULE</td>
<td>Service Recipients</td>
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<tr>
<td></td>
<td>Key Positions</td>
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<td></td>
<td>Subcontractors</td>
<td>Permitted Subcontractors:</td>
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<td></td>
<td></td>
<td>Approved Material Subcontractors:</td>
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<tr>
<td>Customer Responsibilities</td>
<td>[Include Customer Responsibilities or refer to the relevant Solution Pack]</td>
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<tr>
<td>Customer Policies and Procedures</td>
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<tr>
<td>Acceptance Criteria</td>
<td>[Where Acceptance Criteria apply, insert details of Acceptance Criteria or cross refer to Solution Packs]</td>
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<tr>
<td>Liquidated Damages</td>
<td>[Where Liquidated Damages apply, insert details of Liquidated Damages or cross refer to Solution Packs if they already include appropriate Liquidated Damages]</td>
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<tr>
<td>Additional Provisions &amp; Deviations</td>
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</tbody>
</table>

**APPLICATION SERVICES MODULE**

<table>
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<tbody>
<tr>
<td>Subcontractors</td>
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<tr>
<td>Approved Material Subcontractors:</td>
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<tr>
<td>Permitted Subcontractors:</td>
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<tr>
<td>Acceptance Criteria</td>
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<tr>
<td>Liquidated Damages</td>
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<tr>
<td>Customer Responsibilities</td>
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<tr>
<td>Additional Provisions &amp; Deviations</td>
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**CLOUD AND SAAS MODULE**

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<th>Service Recipients</th>
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<tr>
<td>Customer Authorised Representative</td>
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<tr>
<td>Customer Technical Representative</td>
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<tr>
<td>Customer Responsibilities</td>
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<tr>
<td>Additional Provisions &amp; Deviations</td>
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**SOFTWARE MODULE**

<table>
<thead>
<tr>
<th>Subcontractors</th>
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<tbody>
<tr>
<td>Permitted Subcontractors:</td>
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<td>Approved Material Subcontractors:</td>
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<tr>
<td>Customer Responsibilities</td>
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<tr>
<td>Product Licences</td>
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<tr>
<td>Additional Provisions &amp; Deviations</td>
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**HARDWARE MODULE**

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<th>Effective Date</th>
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<td>Contract Term</td>
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<tr>
<td>PROFESSIONAL SERVICES MODULE</td>
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<tr>
<td><strong>Service Recipients</strong></td>
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<tr>
<td><strong>Subcontractors</strong></td>
</tr>
<tr>
<td>Permitted Subcontractors:</td>
</tr>
<tr>
<td>Approved Material Subcontractors:</td>
</tr>
<tr>
<td><strong>Customer Responsibilities</strong></td>
</tr>
<tr>
<td>[Include Customer Responsibilities or refer to the relevant Solution Pack]</td>
</tr>
<tr>
<td><strong>Additional Provisions &amp; Deviations</strong></td>
</tr>
</tbody>
</table>

[SIGNED for and on behalf of **Customer** by its duly authorised representative in the presence of:

..........................................................  ..........................................................  
Signature of Witness                                      Signature of Authorised Representative  
..........................................................  ..........................................................  
Name of Witness in full                                   Name of Authorised Representative in full  

SIGNED for and on behalf of **DXC** by its duly authorised representative in the presence of:

..........................................................  ..........................................................  
Signature of Witness                                      Signature of Authorised Representative  
..........................................................  ..........................................................  
Name of Witness in full                                   Name of Authorised Representative in full]
## Schedule – Modular Contract

The below table sets out all Contracts executed by the Parties under the Agreement:

<table>
<thead>
<tr>
<th>Contract No.</th>
<th>Contract Documents</th>
<th>Effective Date</th>
<th>Expiry Date</th>
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</table>

*This Schedule is intended for record keeping purposes only and does not form part of the Agreement. The specific documents comprising a Contract, together forming the entire Agreement, consist of the individual Execution Documents executed by the Parties and all documents attached to or incorporated by reference in those Execution Documents.*