

G Cloud 14: DXC Technology FastTrack, Base Terms and Modules.



FastTrack - Execution Document

Contract Reference: [DXC/Customer – Contract XXX]

1. Contract Documents

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





Other supporting documents	
[Identify supporting document(s) not otherwise referenced in a Solution Pack as appropriate.]	Applicable to [Identify whether supporting document is applicable to Contract as a whole or to specific Module(s) or Solution Pack(s)]

2. Contract Details and Key Terms

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

A. Contract Details

Key	Term/Subject	Specific Requirements	
	Customer		
DXC	DXC		
7	Effective Date		
C	Contract Term		
Ŷ	Customer address for notices		
Ŷ	DXC address for notices		
	Selected Location		
₽	Additional Contract provisions & deviations		
	Customer policies and/or procedures	Policy Name	Version date
	(if applicable)	[Add rows as needed]	
		[Add rows as needed]	



B. Module Key Terms

The following details specific to a Module are in addition to those set out in an applicable Solution Pack. [Delete Modules that do not apply]

Contract Document	Key Term/Subject	Specific Requirements								
_	Service Recipients									
Managed Services	Service Commencement Date									
Module	Key Positions (if any)									
	Affected Agreements (if any)									
	Subcontractors	Material Managed Services:	Approved Subcontractors:							
	Termination Charges	See Solution Packs								
	Service Level cap									
	Liquidated Damages cap									
	Service Recipients									
Application Services Module	Service Commencement Date									
	Subcontractors	Material Application Services:	Approved Subcontractors:							
	Termination Charges	See Solution Packs								
•	Service Recipients									
Cloud and SaaS Module	Service Commencement Date									
	Customer Authorised Representative									
	Customer Technical Representative(s)									
	Termination Charges	See Solution Packs								
	Service Level cap									
	Service Recipients									
Next Generation IT Services Module	Service Commencement Date									
	Customer Authorised Representative									
	Customer Technical Representative(s)									
	Termination Charges	See Solution Packs								
	Service Level cap									
	Liquidated Damages cap									
	Service Recipients									
Hardware Module	Service Commencement Date									

	Service Recipients		
Professional Services Module	Service Commencement Date		
	Termination Charges	See Solution Packs	

[Drafting Note: check execution formalities for each entity and amend as necessary]

SIGNED for and on behalf of Customer by its duly authorised representative in the presence of:	SIGNED for and on behalf of DXC by its duly authorised representative in the presence of:
Signature of Witness	Signature of Witness
Name of Witness in full	Name of Witness in full
Signature of Authorised Representative	Signature of Authorised Representative
Name of Authorised Representative in full	Name of Authorised Representative in full



Schedule – FastTrack Contract Library

The below table sets out all Contracts and associated Variations executed by the Parties:

Contract Reference.	Contract Documents		Effective Date	

This Schedule is intended for record keeping purposes only and does not form part of the Contract.







FastTrack Modular Contract Base Terms (V3.1.6)



Modular Contract A fair contract fast

Table of Contents

1.	How FastTrack Works	3				
2.	Services	4				
3.	Customer Obligations	5				
4.	Financial terms	5				
5.	Contract Changes	6				
6.	Data Security and Privacy	7				
7.	Intellectual Property	9				
8.	Confidentiality	.13				
9.	Personnel	.13				
10.	Audit	.14				
11.	Delays and Force Majeure	.15				
12.	Warranties, Covenants and Indemnities	.16				
13.	Liability	.18				
14.	Insurance	.19				
15.	Termination	.20				
16.	Dispute Resolution	.22				
17.	7. International Trade Restrictions					
18.	8. General Provisions					
Sch	nedule 1 Definitions	.29				





1.	How FastT	rack	Works
1.1	How to read this Document	1.1.1	Capitalized terms have the meaning given to them in Schedule 1 of these Base Terms.
		1.1.2	Icons are used throughout a Contract for convenience to highlight sections addressing the following:
			Cross-reference: This icon highlights clauses referring to provisions in another specifically referenced Contract Document, which the reader needs to check to get a comprehensive understanding of that clause.
			Documentation: This icon highlights clauses covering record-keeping and documentation requirements and/or obligations to provide appropriate documentation to the other Party.
			Notifications: This icon highlights clauses requiring one Party to notify and keep informed the other Party.
			Requirement to agree or approve: This icon highlights clauses requiring the Parties to come to an agreement or give their approval to the other Party.
1.2	General Structure	1.2.1	These Base Terms, together with the Modules, Solution Packs, Addenda and other supporting documents incorporated into a Contract by reference in an Execution Document form a set of agreed terms for Services performed under that Contract by DXC for Service Recipients.
		1.2.2	The Parties may execute Contracts from time to time to agree the terms on which DXC will perform Services for Service Recipients.
		1.2.3	Only those Contract Documents comprising a Contract govern the performance of Services provided under that Contract.
		1.2.4	In the event of any conflict or ambiguity, unless expressly identified otherwise in a Contract, the provisions of a document higher in the list below will prevail over the provisions of a document lower in the list to the extent necessary to resolve the conflict or ambiguity:
			a. Execution Document;
			b. Addenda;
			c. Module(s);
			d. Base Terms;
			e. Solution Pack(s); and
			f. any other supporting documents.





- **1.3** Term**1.3.1** A Contract will commence on its Effective Date and will continue for its
Contract Term unless otherwise terminated in accordance with that Contract.
 - **1.3.2** A Solution Pack may specify a Solution Pack Term which may be shorter than the Contract Term in which case, the Services performed under that Solution Pack will be performed for that Solution Pack Term.
 - **1.3.3 D C** An extension to a Contract Term or a Solution Pack Term will be by mutual written agreement of the Parties or as set out in the applicable Contract or Solution Pack.

2.	Services		
2.1	Supply of Services	2.1.1	DXC will perform Services for each Service Recipient in accordance with each Contract. No exclusivity or guarantee of volumes is provided by Customer to DXC unless the Parties have agreed otherwise in a Contract.
2.2	Location of Services	2.2.1	Unless otherwise provided for in a Contract, DXC may perform Services from any location or relocate any DXC software, equipment or other resources used to perform Services, provided that any change in service location or relocation of such DXC software, equipment or other resources will not:
			 adversely and materially affect Service delivery, including the achievement of any applicable Service Levels; or
			b. increase the Charges or cause any Service Recipient to incur any additional costs in respect of receipt of Services, unless DXC agrees to reimburse Customer (or other Service Recipient) for such increase.
		2.2.2	If DXC uses any Customer sites or systems to perform Services, DXC agrees to comply with any of Customer's policies and procedures related to the use of, or access to, such sites and systems (including work health and safety and security policies) specified in the applicable Contract. DXC may suspend or refuse to perform Services if conditions at the site are, in its reasonable opinion, unsafe or hazardous to DXC Personnel required to work on that site.



3.	Customer Obligations			
3.1	Dependencies	3.1.1	To enable DXC to comply with its obligations regarding the Services, Customer is responsible, at its own cost, for:	
			a.	timely provision of materially accurate and complete information as specified in a Contract or as reasonably requested by DXC;
			b.	delivery of all Customer responsibilities set out in a Contract;
			c.	e obtaining all necessary approvals, licenses, authorizations, consents and permits to enable DXC to:
				i. access Service Recipients' sites and personnel; and
				use, access, maintain and modify Service Recipients' IT systems, and Service Recipient provided Third Party IP, to the extent necessary to perform Services;
			d.	ensuring that any Service Recipients' sites accessed by DXC Personnel comply with all applicable work, health and safety Laws;
			e.	complying in all material respects with all Customer Laws and any changes to Customer Laws to the extent such Laws do not fall within the responsibility of DXC under clause 12.2.1b;
			f.	monitoring changes to Customer Laws and instructing DXC on any resulting changes required by Customer to Services (any such change will be managed in accordance with clause 5); and
			g.	complying with any third-party terms and conditions provided to Customer by DXC, which are applicable to a Service Recipient's use of any Third Party IP incorporated in Services.

4.	Financial t	erms	
4.1	Charges	4.1.1	In consideration for the performance of Services, Customer will pay to DXC the Charges set out in each Contract.
		4.1.2	DXC may increase Charges at the intervals and by the amount of the index or other mechanism specified in each Contract.
4.2	Invoicing and Payment	4.2.1	DXC will invoice Customer for the amounts set out in clause 4.1.1 on the dates specified in the applicable Contract or, if no dates are specified, then monthly in arrears.
		4.2.2	Each amount due to DXC under a Contract will be due and payable by the Due Date and must be paid in accordance with the instructions provided by DXC from time to time.
		4.2.3	If, by the Due Date, Customer fails to pay any amount of an invoice not otherwise the subject of an Expedited Dispute, DXC may charge interest on the outstanding amount at the Interest Rate, applied from the Due Date until the date payment is received in full by DXC.
		4.2.4	If Customer (acting in good faith) disputes an amount shown on any invoice, Customer may raise an Expedited Dispute by issuing DXC with a Dispute Notice in accordance with clause 16.1.2 before the applicable Due Date (setting out the amount disputed and the reason for disputing that amount). Customer may withhold the amount disputed in the Dispute Notice



until the dispute is resolved in accordance with clause 16. Customer must pay to DXC the amount of an invoice not otherwise the subject of an Expedited Dispute by the Due Date. If Customer does not notify DXC of an Expedited Dispute before the Due Date, Customer must pay the invoice in full by the applicable Due Date.

4.2.5 A Party may set off undisputed amounts due and payable to it under a Contract against amounts due and payable to the other Party under that same Contract.



5. Contract Changes

5.1	Change Control Procedure	5.1.1	Contract Changes will not be implemented without adopting the change control procedure set out in this clause 5.1 except for Contract Changes that are:	
			a.	minor and incidental and implemented at DXC's reasonable discretion (e.g. Contract Changes that do not materially affect Customer's receipt of Services);
			b.	necessary, on a temporary emergency basis, to maintain the continuity of Services and implemented at DXC's reasonable discretion;
			c.	to be actioned via an agreed ordering or service request process set out in a Contract; or
			d.	applicable to Services for which a Solution Pack provides a different change control procedure.



- 5.1.2 Either Party may submit a Change Request to the other Party.
- **5.1.3** For Customer-requested Contract Changes, DXC will respond to a Customer-submitted Change Request with a Change Proposal.
- **5.1.4** Within 15 Business Days of receipt of a Change Request or a Change Proposal from DXC, Customer will evaluate the Change Request or Change Proposal and deliver to DXC a written response including confirmation as to whether the Change Request or Change Proposal is accepted. If the Change Request or Change Proposal is not accepted, Customer's written response must provide sufficient detail to permit DXC to understand why it was not accepted and any proposed amendments. DXC may issue a new Change Request or Change Proposal following Customer's written response, in which case, this clause will apply following its receipt.
- **5.1.5** Neither a Change Request nor a Change Proposal have a mandated format, except that Change Requests and Change Proposals must be reasonably sufficient for the receiving Party to understand the request or proposal.
- **5.1.6 D** To the extent the Parties agree in writing to implement a Contract Change, the Parties will promptly implement and document matters related to the Contract Change as reasonably necessary.
- **5.1.7 E C** If a Party conditionally agrees to a Contract Change (including where DXC provides Customer with a Change Proposal), the other Party must decide in its sole discretion to accept, reject or negotiate such conditions. Neither Party will have to implement a Contract Change until all applicable conditions are agreed upon, and either Party may cease negotiation of it at any time and for any reason. If the Parties agree on the conditions to implement a Contract Change, the Parties must promptly implement the Contract Change and document matters as reasonably necessary.



Summary of Change Control Procedure

6. Data Security and Privacy

6.1 Customer Data 6.1.1 Customer Data remains the property of the relevant Service Recipient.

6.1.2 Unless otherwise expressly agreed in a Contract and subject to clause 6.4, Customer agrees on behalf of the Service Recipients that DXC may, as part of the performance of any Services, store Customer Data in a country other than where it originated and may provide access to Customer Data from a country other than where it is stored.



		6.1.3	Customer will ensure that the content of Customer Data, including its storage or use on DXC's or any other system, does not breach any Law or regulation. For the duration of each applicable Contract Term, at Customer's own cost and expense, Customer will obtain and maintain all government and third party consents and approvals (including from Customer's and other Service Recipients' customers, suppliers, and employees) that are required in connection with DXC accessing, processing, storing, and/or otherwise using Customer Data.
6.2	Security	6.2.1	Customer has determined that the security features set out in each Contract satisfy, and are suitable for, Service Recipients' requirements. Except to the extent agreed in a Contract, DXC has no responsibility to Customer if the security features are not sufficient for such requirements.
		6.2.2	DXC will maintain safeguards against the unauthorized access, loss of or alteration to Customer Data in the possession of DXC in accordance with the Data Standard of Care.
		6.2.3	Unless agreed otherwise in a Contract, Customer will:
			 establish a reliable backup mechanism for Customer Data and undertake regular backups of Customer Data; and
			 provide DXC with timely access to its backup files as is reasonably required by DXC.
		6.2.4	DXC will ensure DXC Personnel will not knowingly access or authorize access to Customer Data unless such access is required for performance of the Services.
		6.2.5	Except to the extent otherwise agreed in a Contract, DXC will promptly notify Customer of any breach of security resulting in improper access to Customer Data by an unrelated third party following DXC becoming aware of such improper access. DXC will investigate the root cause of the breach and, to the extent reasonably practicable, DXC will remediate the effects of the breach in accordance with the applicable Contract and Customer's reasonable instructions. If such remediation is not within the scope of Services of the applicable Contract, Customer will pay or reimburse DXC at DXC's then standard commercial rates for the additional resources used and out-of-pocket expenses incurred to investigate and remediate a breach, unless the root cause of the breach was a failure by DXC to comply with its obligations under the applicable Contract.
		6.2.6	DXC will not be liable for disclosing Customer Data (other than Personal Data under clause 6.4) if such disclosure occurs despite the exercise by DXC of the Data Standard of Care.
		6.2.7	If DXC is liable for loss of, damage to, or corruption of Customer Data, DXC will restore, at its cost, Customer Data from the most recent available backup. If the backup is unavailable, incomplete, out-of-date or otherwise corrupted due to no fault of DXC, then DXC will have no further liability for Losses associated with the loss of, damage to, or corruption of Customer Data.
6.3	Malware	6.3.1	Unless and to the extent Malware protection is provided as a DXC responsibility as part of the Services, DXC has no responsibility:
			a. for Loss or damage (including under an indemnity) caused by Malware not introduced by DXC, its Affiliates or subcontractors into the Services or into any Service Recipient's systems (or removal of such Malware); or
			b. for restoration of lost, damaged or corrupted data or applications caused by Malware, except for DXC's data backup and restore obligations (if any) specified in that Contract.
		6.3.2	To the extent Malware protection is not provided as part of the Services, DXC will use commercially reasonable efforts to assist Customer to remove viruses



			or Malware subject to payment by Customer for the additional work performed on a time and materials basis at the rates specified in the applicable Contract, and if no applicable rates are specified, at DXC's then standard commercial rates.
6.4	Personal Information Protection	6.4.1	The Parties will comply with applicable Privacy Laws to the extent required for the performance and receipt of Services. The Parties will comply with any other Personal Information protection requirements set out in applicable Addenda that the Parties agree in an Execution Document for the applicable Contract.
		6.4.2	DXC acting as a service provider will Process Personal Information on behalf of Customer as required to perform the Services in accordance with the applicable Contract. Unless, and to the extent, set out in a Contract DXC will not Process Personal Information for any other purpose.
		6.4.3	Customer confirms that it has obtained all necessary consents and authorizations for the lawful Processing of Personal Information by DXC, DXC Affiliates and DXC subcontractors before providing Personal Information to DXC. Customer authorizes DXC, DXC Affiliates, and DXC subcontractors to Process the Personal Information that Customer (or another Service Recipient) provides to DXC to perform DXC's obligations under a Contract.

7. Intellectual Property



7.1	Pre-Existing IP	7.1.1	All Pre-Existing IP will belong to the Party or the third party that owned those
			rights at the Effective Date of the applicable Contract.

- 7.2 DXC IP 7.2.1 Under each Contract, DXC will own all:
 - a. Pre-Existing IP owned by DXC or any DXC Affiliate;
 - b. IP in any works developed by DXC, its Affiliates and subcontractors in connection with that Contract, including any deliverables developed for Customer and/or jointly with Customer, except for IP in:



			i. modifications to Customer IP under clause 7.3.1c; and
			ii. deliverables owned by Customer under clause 7.3.2;
			c. IP in any works developed by DXC or any DXC Affiliate independently the applicable Contract; and
			d. all modifications, enhancements and derivative works of the IP referre in clauses 7.2.1a, 7.2.1b (except clauses 7.2.1b.i and 7.2.1b.ii) and 7.2.1c, irrespective of the Party creating them.
7.3	Customer IP	7.3.1	Under each Contract, each Service Recipient will own all:
			a. Pre-Existing IP owned by it;
			 IP in any works developed by it independently of the applicable Contra and
			c. all modifications, enhancements and derivative works of the IP referre in clauses 7.3.1a and 7.3.1b, irrespective of the Party creating them.
		7.3.2	f a Contract specifies that Customer (or another Service Recipient) owns t P in a deliverable created by DXC for Customer (or that Service Recipient following payment in full of DXC's invoices related to such IP, DXC assigns Customer (or that Service Recipient as applicable) all IP rights in that deliverable, excluding any:
			 Pre-Existing IP (including DXC proprietary software) owned by DXC o DXC Affiliates;
			b. derivative works of the Pre-Existing IP referred to in clause 7.3.2a;
			c. DXC Tools; and
			d. Third Party IP.
7.4	License to DXC IP	7.4.1	DXC proprietary software products and DXC Tools are subject to the indivi icense terms provided for those software products set out in the applicable Contract. If license terms are not set out in the applicable Contract the term clause 7.4.2 will apply.
7.4		7.4.1 7.4.2	icense terms provided for those software products set out in the applicable Contract. If license terms are not set out in the applicable Contract the term
7.4			icense terms provided for those software products set out in the applicable Contract. If license terms are not set out in the applicable Contract the term clause 7.4.2 will apply. Subject to clause 7.4.1, if DXC IP is made available to Customer (or anothe
7.4			icense terms provided for those software products set out in the applicable Contract. If license terms are not set out in the applicable Contract the term clause 7.4.2 will apply. Subject to clause 7.4.1, if DXC IP is made available to Customer (or anothe Service Recipient as applicable) in connection with a Contract: a. DXC grants Customer, during the Contract Term, a limited, non-exclusion
7.4			 icense terms provided for those software products set out in the applicable Contract. If license terms are not set out in the applicable Contract the term clause 7.4.2 will apply. Subject to clause 7.4.1, if DXC IP is made available to Customer (or anothe Service Recipient as applicable) in connection with a Contract: a. DXC grants Customer, during the Contract Term, a limited, non-exclusion non-transferable, worldwide, royalty-free license to: i. use DXC IP solely for the receipt and use of Services for Custom
7.4			 icense terms provided for those software products set out in the applicable Contract. If license terms are not set out in the applicable Contract the term clause 7.4.2 will apply. Subject to clause 7.4.1, if DXC IP is made available to Customer (or anothe Service Recipient as applicable) in connection with a Contract: a. DXC grants Customer, during the Contract Term, a limited, non-exclusion non-transferable, worldwide, royalty-free license to: i. use DXC IP solely for the receipt and use of Services for Custom internal business purposes; ii. make a reasonable number of copies of DXC IP as may be required.
7.4			 icense terms provided for those software products set out in the applicable Contract. If license terms are not set out in the applicable Contract the term clause 7.4.2 will apply. Subject to clause 7.4.1, if DXC IP is made available to Customer (or another Service Recipient as applicable) in connection with a Contract: a. DXC grants Customer, during the Contract Term, a limited, non-exclusion non-transferable, worldwide, royalty-free license to: i. use DXC IP solely for the receipt and use of Services for Custom internal business purposes; ii. make a reasonable number of copies of DXC IP as may be require for backup and archive purposes; and iii. grant a sublicense to the Service Recipients under that Contract solely for the receipt and use of Services for the Service Recipier internal business purposes, provided that Customer remains responsible for its sublicensees' acts and omissions in respect of



		7.4.3	All copies of DXC IP must be stored securely by Service Recipient and marked with any proprietary notices required by DXC.
7.5	License to	7.5.1	If DXC requires access to any Customer IP in the performance of Services:
	Customer IP		a. Customer grants DXC, during the Contract Term, a limited, non-exclusive non-transferable, worldwide, royalty-free license to use, reproduce, modify, adapt and create derivative works of that Customer IP to the extent required to perform its obligations under that Contract;
			b. Customer grants DXC the right, during the Contract Term, to sublicense Customer IP to DXC Affiliates and subcontractors who are involved in performing Services, provided that DXC remains responsible for its sublicensees' acts and omissions in respect of the licensed Customer IP; and
			c. Customer must make Customer IP available to DXC in the form and on the media as DXC may reasonably request, together with appropriate documentation.
		7.5.2	Customer also grants to DXC:
			a. an irrevocable, non-exclusive, non-transferable, worldwide, royalty-free license during the Contract Term to use, reproduce, modify, adapt, and create derivative works of modifications to Customer IP made by DXC, DXC Affiliates, or their subcontractors under clause 7.3.1c that are strictly necessary for DXC to perform the Services; and
			b. an irrevocable, perpetual (or, if a perpetual license is not permitted under applicable Law, the maximum term so permitted), non-exclusive, non-transferable, worldwide, royalty-free license to use, reproduce, modify, adapt, and create derivative works of deliverables owned by Customer (or the applicable Service Recipient) under clause 7.3.2.
		7.5.3	All copies of Customer IP must be stored securely by DXC and marked with any proprietary notices required by Customer.
7.6	Third Party IP	7.5.3	
7.6	Third Party IP		with any proprietary notices required by Customer. To the extent IP is Third Party IP, the third party continues to own that IP and any modifications, enhancements or derivative works in respect of that IP.
7.6	Third Party IP	7.6.1	with any proprietary notices required by Customer. To the extent IP is Third Party IP, the third party continues to own that IP and any modifications, enhancements or derivative works in respect of that IP. If Third Party IP is made available by DXC to Service Recipients in connection
7.6	Third Party IP	7.6.1	 with any proprietary notices required by Customer. To the extent IP is Third Party IP, the third party continues to own that IP and any modifications, enhancements or derivative works in respect of that IP. If Third Party IP is made available by DXC to Service Recipients in connection with a Contract: a. Third Party IP is licensed to the applicable Service Recipient during
7.6	Third Party IP	7.6.1	 with any proprietary notices required by Customer. To the extent IP is Third Party IP, the third party continues to own that IP and any modifications, enhancements or derivative works in respect of that IP. If Third Party IP is made available by DXC to Service Recipients in connection with a Contract: a. Printer Third Party IP is licensed to the applicable Service Recipient during the Contract Term, either: i. under the terms of the third party's 'End User License Agreement'
7.6	Third Party IP	7.6.1	 with any proprietary notices required by Customer. To the extent IP is Third Party IP, the third party continues to own that IP and any modifications, enhancements or derivative works in respect of that IP. If Third Party IP is made available by DXC to Service Recipients in connection with a Contract: a. Third Party IP is licensed to the applicable Service Recipient during the Contract Term, either: i. under the terms of the third party's 'End User License Agreement' (EULA) with Customer; or ii. under the terms of a right to use or sublicense granted by DXC to Customer and each Service Recipient in accordance with the terms
7.6	Third Party IP	7.6.1	 with any proprietary notices required by Customer. To the extent IP is Third Party IP, the third party continues to own that IP and any modifications, enhancements or derivative works in respect of that IP. If Third Party IP is made available by DXC to Service Recipients in connection with a Contract: a. Third Party IP is licensed to the applicable Service Recipient during the Contract Term, either: i. under the terms of the third party's 'End User License Agreement' (EULA) with Customer; or ii. under the terms of a right to use or sublicense granted by DXC to Customer and each Service Recipient in accordance with the terms of DXC's license or reseller agreement with the third party; b. Customer, other Service Recipients and each of their authorized users' use of the Third Party IP is governed by the third party's terms and conditions; and
7.6	Third Party IP	7.6.1	 with any proprietary notices required by Customer. To the extent IP is Third Party IP, the third party continues to own that IP and any modifications, enhancements or derivative works in respect of that IP. If Third Party IP is made available by DXC to Service Recipients in connection with a Contract: a. P Third Party IP is licensed to the applicable Service Recipient during the Contract Term, either: i. under the terms of the third party's 'End User License Agreement' (EULA) with Customer; or ii. under the terms of a right to use or sublicense granted by DXC to Customer and each Service Recipient in accordance with the terms of DXC's license or reseller agreement with the third party; s terms and conditions; and c. Customer is responsible for ensuring the Service Recipients and each of their authorized users comply with the third party's terms and



			 procure the rights for DXC, its Affiliates and subcontractors to use any Third Party IP necessary to perform the Services during the relevant Contract Term; and
			ii. Imake the Third Party IP available in the form and on the media as DXC may reasonably request, together with appropriate documentation; and
			b. DXC is responsible for ensuring that its Affiliates and subcontractors comply with the third party's terms notified by Customer to DXC.
7.7	IP Rights on Termination or	7.7.1	Unless subject to a license applying beyond the Contract Term, on termination or expiry of a Contract, DXC must return to Customer:
	Expiry		a. all Customer IP; and
			b. any Third Party IP provided by Customer to DXC.
		7.7.2	Unless subject to a license applying beyond the Contract Term, on termination or expiry of a Contract, Customer must return to DXC:
			 any DXC IP (including DXC Tools) used in connection with Services, except for DXC IP in deliverables which are identified in that Contract to be retained by Customer upon termination of Services; and
			 any Third Party IP provided by DXC to Customer, except where Customer has been granted an ongoing license by the third party.
		7.7.3	In regards to deliverables transferred to Customer (or Service Recipient) under clause 7.3.2, if DXC IP (including DXC Tools) is embedded in deliverables and necessary for Customer (or Service Recipient) to make use of the deliverables, DXC shall license such IP on the same terms as set out in clause 7.4.2, except that this license will be perpetual (or, if a perpetual license is not permitted under applicable Law, the maximum term so permitted). The granting and ongoing provision of this license is subject to:
			a. DXC's receipt of payment in full of all applicable Charges and Termination Charges; and
			b. Customer's continued compliance with all license conditions.
		7.7.4	Service Recipients must not unbundle or use DXC IP (including DXC Tools) in any manner other than as integral components of the deliverables.
		7.7.5	If requested by Customer, on termination or expiry of a Contract DXC will use commercially reasonable efforts to assist Customer (or the applicable Service Recipient) in obtaining licenses to Third Party IP provided by DXC as part of the Services on then-current market terms and price.
7.8	Know-How	7.8.1	Each Party will have the perpetual right to use any know-how it acquires or generates in the performance of a Contract so long as this use does not breach a Party's obligations of confidentiality or does not otherwise infringe on the other Party's rights.
7.9	Open Source Software and COTS	7.9.1	Any Open Source Software or COTS product incorporated in Services is provided as-is and a Service Recipient's rights in respect of that software will be governed by the applicable license terms.
7.10	Documentation of IP Rights	7.10.1	Each Party agrees to execute and deliver those documents reasonably requested by either Party as evidence of or to effect the transactions contemplated by this clause 7.



8.	Confidenti	ality		
8.1	Use of	8.1.1	Sub	pject to clause 8.1.3, each Party must:
	Confidential Information		a.	only use Confidential Information of the other Party to fulfil obligations or exercise rights under a Contract pursuant to which the information was disclosed;
			b.	only share Confidential Information of the other Party with its (and its Affiliates') employees, contractors, subcontractors and professional advisers who need to know or access such information to support the purpose of fulfilling obligations or exercising rights under the applicable Contract and who are under substantially similar non-disclosure obligations; and
			С.	except to the extent Confidential Information is also Customer Data (which will be protected in accordance with the Data Standard of Care), keep Confidential Information of the other Party and its Affiliates confidential by treating that Confidential Information with the same degree of care, but no less than a reasonable degree of care, it uses in protection of its own Confidential Information.
		8.1.2		ere a Party discloses Confidential Information of the other Party to a third ty under clause 8.1.1b, the disclosing Party:
			a.	must inform the third party of the confidential nature of the Confidential Information before disclosure; and
			b.	will be responsible for all use and disclosure of the Confidential Information by the third party.
		8.1.3	Law requ by a suc	Where a Party must disclose the other Party's Confidential Information by v, such Confidential Information may be disclosed to satisfy that uirement provided the disclosing Party, to the extent possible and permitted applicable Law, promptly provides the other Party with prior written notice of h requirement and coordinates with the other Party in an effort to limit the ure and scope of such required disclosure.
		8.1.4	Info reas resp Info cou imp Cor	Subject to clause 7.7, a Party may retain a copy of any Confidential ormation to the extent required by Law or for the purposes of a Party's sonable internal credit, risk, insurance, legal and professional ponsibilities. Each Party's obligations to return or destroy Confidential ormation will not include extracts, summaries, and records kept in the normal rse of its business or Confidential Information which is either physically ractical or commercially unreasonable to destroy or return, nor will it include offidential Information contained in the Contract Documents, or in other ords reasonably required to document the performance of Services.
		8.1.5	or e all C	Subject to clause 8.1.4, and if requested by the other Party, on termination expiry of a Contract, a Party must promptly return or destroy (as instructed) Confidential Information provided under or in respect of that Contract and firm in writing when this has been done.
9.	Personnel			
9.1	Status	9.1.1	Not	hing in a Contract will operate or be construed as making Customer and

(including provision for employment taxes, federal, state and local income

DXC partners, joint ventures, principals, joint employers, agents or employees of or with the other. Each Party will process and pay any salary and benefits



			taxes, workers compensation and any similar taxes) associated with the employment of its respective employees.	
9.2	Non Solicitation	9.2.1	The Parties acknowledge that each Party has spent significant time, resources and effort recruiting and training its respective Restricted Persons. During a Contract Term and for 12 months after it expires, each Party agrees that it will not (and will procure that its Affiliates will not), without the other Party's prior written consent, directly or indirectly:	
			a. recruit, employ or attempt to recruit or employ a Restricted Person; or	
			 counsel, procure or assist any person to do any of the acts referred to above. 	
		9.2.2	Nothing in clause 9.2.1 will prevent a Party or its Affiliates from recruiting or employing a Restricted Person when such individual independently contacts that Party or its Affiliates in response to an advertisement or other publication of general circulation.	
9.3	No Transfer	9.3.1	Except as otherwise agreed in an applicable Contract, the Parties agree that a Contract will not involve or require any Staff Transition. If a Staff Transition is later agreed between the Parties, or required by Law, the Parties must agree to a reasonable adjustment to the Charges to reflect the actual increased employment costs incurred by DXC (including the cost of any redundancies or termination of transitioning staff) due to such Staff Transition.	
		9.3.2	If the Parties cannot agree on a reasonable adjustment to the Charges under clause 9.3.1 within 20 Business Days of a written request by either Party to do so, either Party may raise an Expedited Dispute by issuing a Dispute Notice under clause 16.1.2.	

10. Audit	
10.1 General 10.1.	Customer may, in its sole discretion, audit DXC's compliance with its obligations and responsibilities set out in a Contract, including:
	a. verifying compliance with Privacy Laws under clause 6.4; and
	b. verifying the data used for reporting the Service Levels.
10.1.2	Customer may designate a third party auditor to perform or participate in the audit provided the auditor is not a competitor of DXC and the auditor agrees in writing to the security and confidentiality requirements of DXC.
10.1.3	Audits will be limited solely to computing environments dedicated to Customer. Customer has no right to audit any information relating to DXC's costs or profits in performing Services, records or minutes of internal management meetings of DXC, Confidential Information relating to DXC's employees, suppliers, or customers, information subject to legal professional privilege, or information not directly related to the performance of the relevant Services.
10.1.4	Audits may be conducted once in each calendar year during the Contract Term and must be conducted only during DXC's standard business hours without any avoidable disruptions of business operations. Customer must provide DXC with at least 20 Business Days' prior written notice of an audit.
10.1.5	DXC will provide Customer or its designated auditor with reasonable access to any DXC facility where Services are being performed. DXC will cooperate with the audit on a timely basis and will assist Customer or its auditors as reasonably necessary.



- **10.1.6** All information learned or exchanged in connection with an inspection, examination or audit, including its results, must be treated as Confidential Information of DXC and Customer.
- **10.1.7** If support of an audit requires additional resources to be made available by DXC, those resources will be provided in accordance with the rates specified in the applicable Contract or, if no applicable rates are specified, at DXC's then standard commercial rates.

11. Delays and Force Majeure

-			
11.1	General	11.1.1	Neither Party will be in breach of a Contract (including, in the case of DXC, in respect of any Service Levels), and each Party will be excused from (and will not be liable for) delays or failures to perform, to the extent caused or contributed to by:
			a. acts or omissions of the other Party, the other Party's Affiliates, Service Recipients, Personnel or third parties under the control of the other Party, or, in the case of Customer, Service Recipients, that are not expressly permitted under that Contract; or
			b. subject to clause 11.1.2, a Force Majeure Event.
		11.1.2	A Force Majeure Event will not:
			a. limit DXC's obligation to provide disaster recovery services that are part of the Services except to the extent such disaster recovery services are affected by the Force Majeure Event; and
			b. relieve a Party from its payment obligations under a Contract.
11.2	Extension of	11.2.1	In the event of:
	Time and		a. a Customer Delay; or
	Recovery of Costs		b. a delay caused or contributed to by a Force Majeure Event,
			DXC is entitled to additional time to perform its affected obligations as reasonably necessary to overcome the effects of the Customer Delay or Force Majeure Event (provided that DXC must, as soon as reasonably practicable, recommence the performance of its affected obligations following completion of the Force Majeure Event).
		11.2.2	If a Customer Delay or a Force Majeure Event occurs:
			a. DXC will use commercially reasonable efforts to overcome or minimize the impact of the Customer Delay or Force Majeure Event (without incurring additional costs or third party expense or utilizing persons not already assigned to the performance of the applicable Services on a substantially full time basis); and
			b. if requested in writing by Customer, DXC will commit additional resources, at the cost and expense of Customer, to minimize the impact of a Customer Delay or Force Majeure Event, such additional resources being provided at the rates specified in the applicable Contract or, if no applicable rates are specified, at DXC's then standard commercial rates.
		11.2.3	DXC may charge Customer for DXC's costs to the extent incurred as a result of a Customer Delay, including costs that DXC would otherwise have recovered through the Charges but for the Customer Delay and costs regarding under-utilized DXC Personnel, licenses or equipment, provided that DXC has used commercially reasonable efforts to mitigate such costs.



12.1	General	12.1.1	Each Party represents and warrants to the other that:
	Warranties		a. it is a duly incorporated corporation, validly existing under the Laws of its incorporation jurisdiction and with the power and necessary authorizations to enter into and perform each Contract;
			b. the execution, delivery and performance of each Contract has been duly authorized by the requisite corporate action on the part of such Party and will not violate any applicable judgment, order or decree, or constitute a material default of any other contract by which it is bound or to which any of its material assets are subject; and
			c. it has obtained, or will obtain as and when required, all licenses, authorizations, approvals, consents or permits required to perform its obligations under each Contract and to grant the other Party (and any specified persons, including, where applicable, Affiliates, subcontractors and Personnel) access to or rights in respect of IP, systems, facilities, and information which the Party has agreed to provide in each Contract.
12.2	DXC Covenants	12.2.1	DXC covenants that:
			a. Services will be performed using Good Industry Practice; and
			 Services will be performed in accordance with all Laws applicable to DXC's IT services business.
12.3	Disclaimer of Warranties	12.3.1	EXCEPT AS SPECIFIED IN A CONTRACT, THE PARTIES MAKE NO OTHER REPRESENTATIONS OR WARRANTIES, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY EXCLUDES ALL OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
		12.3.2	Any warranties and indemnities in respect of COTS, third party proprietary software and Open Source Software incorporated in Services are limited to those provided in the applicable third party's terms and conditions. DXC does not provide any additional warranties or indemnities for such software.
12.4	DXC Indemnities	12.4.1	DXC will indemnify, defend and hold harmless Customer from any claims brought against any Service Recipients by an unaffiliated third party in connection with a Contract in respect of:
			a. DXC's failure to comply with its agreement with a subcontractor relating to that Contract;
			 Taxes (including interest and penalties) assessed against a Service Recipient that are the responsibility of DXC under that Contract or according to applicable Law;
			 death of or personal bodily injury to any person caused by DXC's negligence or Willful Misconduct, or that of its Affiliates;
			 loss of or damage to tangible personal property or buildings of any Service Recipient caused by DXC's negligence or Willful Misconduct, or that of its Affiliates; and
			e. a claim that any Service Recipient's use of Services in accordance with the Contract infringes Third Party IP.
		1242	If a claim arises, or in DXC's reasonable opinion is likely to arise, under clause



			procure the right for Customer to continue using the affected Intellectual Property;
		i	make or procure alterations, modifications, adjustments or substitutions to all or any part(s) of the affected Intellectual Property so that it becomes non-infringing without materially increasing the costs of Customer; or
			substitute a non-infringing version of the infringing item of equivalent functionality.
	12.4.3		will have no obligation to Customer with respect to any Losses claimed or clause 12.4.1e to the extent they arise from:
		(a Service Recipient using the Services in combination with any products or services not provided or performed by DXC unless the Parties agree that such products or services are approved for use with the Services;
			use of Services by a Service Recipient for purposes for which they were not designed;
		:	failure of a Service Recipient to comply with specifications or other Service specific terms or requirements set out in the Contract or in documentation provided with the Service;
			modification, repair or improper maintenance of Services not performed o authorized by DXC;
			DXC compliance with specifications, conditions of use, or reasonable instructions provided by a Service Recipient; or
			DXC use of hardware or software that a Service Recipient has instructed DXC to use.
12.5 Customer Indemnities	12.5.1	broug	omer will indemnify, defend and hold harmless DXC from any claims ght against DXC, its Affiliates and/or subcontractors by an unaffiliated thir r in connection with a Contract in respect of:
		t	Taxes (including interest and penalties) assessed against DXC that are the responsibility of Customer or a Service Recipient under that Contract or according to applicable Law;
			death of or personal bodily injury to any person caused by any Service Recipient's negligence or Willful Misconduct;
		i	loss of or damage to any tangible personal property or buildings of DXC, its Affiliates and/or subcontractors caused by any Service Recipient's negligence or Willful Misconduct;
			infringement of Third Party IP caused by a Service Recipient's receipt or use of the Services other than in accordance with the Contract; or
			infringement of Third Party IP caused by use of hardware or software tha a Service Recipient has instructed DXC to use.
	12.5.2	its Af claim than	omer will indemnify and defend DXC against all Losses incurred by DXC, filiates and subcontractors which are caused or contributed to by any is, actions or proceedings that are brought by a Service Recipient (other Customer) against DXC, its Affiliates or subcontractors in connection with ntract and any Services performed under a Contract.
	12.5.3		omer will have no obligation to DXC with respect to any Losses claimed or clause 12.5.1d to the extent they arise from:
			use by DXC of Customer IP other than as permitted under the Contract;
		a. (use by DAC of Customer in other man as permitted under the Contract,



			C.	modification, repair or improper maintenance by DXC of Customer provided hardware or software not performed or authorized by Customer; or
			d.	Service Recipient compliance with specifications, conditions of use, or reasonable instructions provided by DXC.
12.6	Indemnity Procedures	12.6.1	noti The clai Bus and	An Indemnified Party must give the Indemnifying Party prompt written ce of all claims that the Indemnifying Party is responsible for defending. Indemnified Party may participate in the investigation and defense of such ms at its expense with its own counsel. Subject to clause 12.6.2, if, after 15 iness Days of receiving a notice, the Indemnifying Party fails to assume defend such claim, the Indemnified Party may defend or settle the claim at Indemnifying Party's expense, subject to compliance with this clause 5.1.
		12.6.2	con has Bus inde fore Par	An Indemnifying Party will not be responsible for any settlement or appromise of a claim made without its consent, unless the Indemnified Party tendered notice of the claim and the Indemnifying Party has after 15 siness Days failed to assume and defend a claim that is required to be emnified by the Indemnifying Party under a Contract. Subject to the going, settlements by an Indemnifying Party are subject to the Indemnified ty's prior written consent (which may not be withheld if the settlement olves payment of money without any admission of liability or other remedy).

13. Liability

13.1	Limitation of Liability	13.1.1	SUBJECT TO CLAUSES 13.2 AND 13.3 AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY'S AGGREGATE LIABILITY (INCLUDING LIABILITY OF A PARTY'S AFFILIATES) FOR ALL LOSSES ARISING UNDER OR IN CONNECTION WITH A CONTRACT, WHETHER IN CONTRACT (INCLUDING UNDER ANY INDEMNITY), TORT (INCLUDING NEGLIGENCE), STATUTE, EQUITY, STRICT LIABILITY, WARRANTY OR OTHERWISE WILL NOT EXCEED:	
			a. the amount of the Data Cap for all Losses arising out of or related to any:	
			 breach of Privacy Law obligations set out in the applicable Contract, including clause 6.4 (Personal Information Protection); 	
			 breach of security obligations set out the applicable Contract, including clause 6.2 (Security); or 	
			iii. loss of, damage to or corruption of data; and	
			b. the amount of the General Cap for all other Losses.	
		13.1.2	Where Losses may be recovered under both of the caps in clause 13.1.1, the caps apply in the alternative and not cumulatively such that a Party may recover under only a single applicable cap for a claim or series of claims, but not under multiple caps.	
		13.1.3	Each Party's aggregate liability under or in connection with each Contract under clause 13.1.1 will be reduced by any amounts already paid or credited as damages under that Contract, including any Service Credits or Liquidated Damages.	
		13.1.4	Losses incurred by Service Recipients are deemed to be Losses incurred by Customer and any claim, action or proceeding by a Service Recipient in relation to DXC or a DXC Affiliate must be brought by Customer against DXC.	



13.2	Excluded Losses	13.2.1	EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OR AMOUNT OF SUCH LOSSES OR DAMAGES IN ADVANCE, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR, NOR WILL THE MEASURE OF DAMAGES INCLUDE: (A) ANY LOSS OF REVENUE, PROFIT, GOODWILL, OR ANTICIPATED SAVINGS; (B) LOSSES IN RESPECT OF BUSINESS INTERRUPTION, OR DIMINISHED BUSINESS VALUE; OR (C) ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL LOSSES OR DAMAGES.		
13.3	Exceptions to Limitations of	13.3.1		limitations and exclusions of liability under clauses 13.1.1 and 13.2 do not ly in respect of a Party's:	
	Liability		a.	Willful Misconduct, Gross Negligence, fraudulent acts or omissions or acts of intentional tortious conduct in performance or non-performance of its obligations under a Contract;	
			b.	breach of confidentiality obligations under clause 8 (Confidentiality), except to the extent such a breach relates to, or involves, Personal Information or Customer Data, or is a breach of a Privacy Law obligation;	
			c.	liability to defend and settle an infringement claim under clause 12.4.1e, 12.5.1d or 12.5.1e;	
			d.	acts or omissions causing death of or bodily injury to any person or loss of, or damage to, tangible personal property or buildings (which for clarity does not include software programs or data in whatever media they are stored) of the other Party or the other Party's Affiliates or subcontractors;	
			e.	willful abandonment of a Contract except as a result of a good faith exercise of a Party's termination rights;	
			f.	non-performance of its payment obligations under a Contract; or	
			g.	acts or omissions to the extent a resulting liability cannot be excluded or limited by applicable Law.	
13.4	Mitigation and	13.4.1	Whe	ether liability arises under an indemnity or otherwise:	
	Apportionment	onment	a.	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 minimize its Losses; and	
			b.	a Party's liability will be reduced by the extent to which the other Party's (or its Affiliates', Personnel, sublicensees' or subcontractors') acts or omissions contributed to the Losses suffered.	

14. Insurance

14.1	Required Insurance Coverage			ill obtain and maintain at its own expense insurance of the type and in ounts set out in the table below:	
			Insi	urance type	Amounts
		a	a.	Workers compensation insurance	As required by Law
			b.	Commercial general liability insurance providing coverage for bodily injury, personal injury and property damage	Combined single limits of not less than USD \$1,000,000 per occurrence and USD \$2,000,000 in the aggregate (or such other limits specified in the Contract)



			c. Professional liability (also known as errors and omissions liability) insurance covering acts, errors and omissions arising out of DXC's operations or the Services	Not less than USD \$5,000,000 per claim and in the aggregate (or such other amount specified in the Contract)
			d. All-risk property insurance covering loss or damage to DXC owned or leased equipment and other DXC assets used to perform the Services	Limits and terms similar to those normally maintained by operations of a similar nature operating in similar locations
		14.1.2	To the extent third party insura respect of the insurance coverage red Customer's request, DXC will furnish evidencing such coverage.	
		14.1.3	DXC's obligation to maintain insurance limitation or expansion of any other lia otherwise have under a Contract.	ce coverage in specified amounts is not a ability or obligation that DXC would
15.	Terminat	ion		
15.1	Termination fo Convenience	or 15.1.1	Customer's right, if any, to termina specified in the Module(s), Solution P comprising the Contract. Where a Co convenience provisions containing me applicable to the termination of that C notice period.	ack(s) or other Contract Documents ntract includes termination for ultiple notice periods, the notice period
15.2	Termination fo Cause by Customer	or 15.2.1	Customer may terminate a Contra a. DXC materially breaches that Co	
			b. DXC fails to remedy the breach written notice setting out details of	within 20 Business Days of receiving of the breach,
			such termination to take effect as of the termination, which must be a date after	
		—	20 Business Days	Termination date specified ▼ by Customer
DXC mate brea Cont		Customer provides inital notice setting ou details of the breach	DXC fails to remedy the breach within t 20 Business Days of inital notice	Customer then gives written notice of termination, specifying on what date termination is effective
15.3	Termination b DXC for Non- payment	^y 15.3.1	DXC may terminate a Contract or	n written notice if:

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			 Customer fails to pay any Charges un otherwise the subject of an Expedited within 20 Business Days of the applic Payment Date); and 	Dispute (Outstanding Charges)
			 Customer fails to pay the Outstanding after receipt of a demand for paymen Outstanding Payment Date, 	
			such termination to take effect as of the date termination, which must be a date after the	
		2	0 Business Days 5	Termination date specified by DXC Business Days
due	nent date ivoice		Undisputed charges are still unpaid DXC sends a demand for payment	If charges are still unpaid, DXC gives written notice of termination, specifying on what date termination is effective
15.4	Termination for Force Majeure	15.4.1	Party's ability to perform its obligations un affected by the Force Majeure Event, then	der a Contract is substantially , provided that a suitable workaround
			cannot be found, either Party may termina by giving written notice to the other Party. of the date specified in the notice of termin date of that notice.	Such termination will take effect as
			by giving written notice to the other Party. of the date specified in the notice of termin	Such termination will take effect as nation, which must be a date after the
Force	e Majeure	Force	by giving written notice to the other Party. of the date specified in the notice of termin date of that notice.	Such termination will take effect as nation, which must be a date after the
	e Majeure it starts	Force	by giving written notice to the other Party. of the date specified in the notice of termin date of that notice.	Such termination will take effect as hation, which must be a date after the termination date specified by the terminating Party
		Force	by giving written notice to the other Party. of the date specified in the notice of termin date of that notice.	Such termination will take effect as hation, which must be a date after the date after the specified by the terminating Party Either party can give written notice
Even		Force 15.5.1	by giving written notice to the other Party. of the date specified in the notice of termin date of that notice. 20 Business Days Majeure Event continues for more than 20 Business days a Party cannot perform its obligations a suitable workaround cannot be found	Such termination will take effect as hation, which must be a date after the specified by the specified by the termination, specifying on what date termination is effective
	Termination for	15.5.1	by giving written notice to the other Party. of the date specified in the notice of termin date of that notice. 20 Business Days Majeure Event continues for more than 20 Business days a Party cannot perform its obligations a suitable workaround cannot be found Either Party may terminate a Contract if the	Such termination will take effect as hation, which must be a date after the section, which must be a date after the section of a Contract will not nination or expiration or expiration of a Contract will not nination or expi
Even	Termination for Insolvency Consequences	15.5.1 15.6.1	by giving written notice to the other Party. of the date specified in the notice of termin date of that notice. 20 Business Days Majeure Event continues for more than 20 Business days a Party cannot perform its obligations a suitable workaround cannot be found Either Party may terminate a Contract if the Insolvency Event. Unless otherwise agreed by the Parties, the be retrospectively applied, nor will the term	Such termination will take effect as hation, which must be a date after the mation, which must be a date after the specified by the termination date specified by the termination party date termination, specifying on what date termination is effective date to an the termination of a Contract will not nination or expiration of a Contract will not nination or expiration of a Contract t.
Even	Termination for Insolvency Consequences	15.5.1 15.6.1 15.6.2	by giving written notice to the other Party. of the date specified in the notice of termin date of that notice. 20 Business Days Majeure Event continues for more than 20 Business days a Party cannot perform its obligations a suitable workaround cannot be found Either Party may terminate a Contract if the Insolvency Event. Unless otherwise agreed by the Parties, the be retrospectively applied, nor will the term automatically terminate any other Contract DXC will perform Services covered by a C termination or expiry, including any agreed specified otherwise in the Contract, all lice	Such termination will take effect as hation, which must be a date after the mation, which must be a date after the specified by the specified by the terminating Party remination, specifying on what date termination is effective date termination of a Contract will not nination or expiration of a Contract will not nination or expiration of a Contract t. Sontract up to the effective date of d Disengagement Services. Unless enses, leases and authorizations the Contract terminates or expires. Accessible to it on or before the end er requires DXC to return Customer at Customer's expense and to the DATA in DXC's possession and in
Even	Termination for Insolvency Consequences	15.5.1 15.6.1 15.6.2 15.6.3	by giving written notice to the other Party. of the date specified in the notice of termin date of that notice. 20 Business Days Majeure Event continues for more than 20 Business days a Party cannot perform its obligations a suitable workaround cannot be found Either Party may terminate a Contract if the Insolvency Event. Unless otherwise agreed by the Parties, the be retrospectively applied, nor will the term automatically terminate any other Contract DXC will perform Services covered by a C termination or expiry, including any agreed specified otherwise in the Contract, all lice granted under a Contract will cease when Customer will transfer all Customer Data a of an applicable Contract Term. If Custom Data that is not accessible by it, DXC will, extent practicable, return such Customer D	Such termination will take effect as hation, which must be a date after the mation, which must be a date after the specified by the termination date specified by the terminating Party termination, specifying on what date termination is effective date termination of a Contract will not nination or expiration of a Contract will not nination or expiration of a Contract t. The termination of a Contract will not nination or expiration of a Contract to the effective date of d Disengagement Services. Unless enses, leases and authorizations the Contract terminates or expires. Accessible to it on or before the end er requires DXC to return Customer at Customer's expense and to the Data in DXC's possession and in mat and media.



- **b.** any amounts payable for Disengagement Services (and any associated asset transfer) in accordance with the Contract and payment schedule in the Disengagement Plan; and
- c. subject to clause 15.6.5, any Termination Charges set out in the Contract, except if Customer terminates the Contract under clause 15.2 or 15.5.
- **15.6.5** If a Contract is terminated by either Party under clause 15.4 (Termination for Force Majeure), Customer must pay to DXC 50% of the applicable Termination Charges set out in the Contract.
- **15.6.6** To the extent that Customer is liable for Termination Charges on a time and materials basis, DXC will take commercially reasonable steps to minimize such Charges.

16. Dispute Resolution

16.1	dispute under a Contract, other than for urgent injunctive or similar relief, unless that Party has used commercially reasonable efforts to with this clause 16.		
		16.1.2	In the event of a dispute, the aggrieved Party must notify the other Party in writing of the specific items in dispute and describe them in sufficient detail for the other Party to reasonably understand the reason for disputing each item (Dispute Notice).
		16.1.3	Until a dispute is resolved, whether by agreement between the Parties, Expert determination, arbitration or by a court order, the Parties will continue to perform their obligations under the affected Contract.
		16.1.4	All meetings, information exchanged and settlement offers (or counter-offers) made pursuant to this clause 16 will be privileged, confidential, and without prejudice to a Party's legal position in any court proceedings. All such information exchanged or settlement offers, as well as any conduct during dispute resolution proceedings, are inadmissible in any later proceedings for any purpose. This clause will not be construed to render confidential, inadmissible, or non-discoverable any otherwise admissible documents or other evidence merely because they were exchanged or referenced during the attempted resolution of a dispute.
		16.1.5	Each Party will pay its own costs and attorneys' fees associated with all discussions and negotiations conducted under this clause 16.
16.2	Expedited Disputes Process	16.2.1	Upon receipt of a Dispute Notice for an Expedited Dispute, the Parties' representatives must meet to discuss the Expedited Dispute within 5 Business Days of the date of receipt of the applicable Dispute Notice and attempt to resolve the Expedited Dispute within 7 Business Days of that meeting.
		16.2.2	If the Expedited Dispute is not resolved within the period specified in clause 16.2.1, the Expedited Dispute will be referred to the regional managing director (or equivalent) of each Party who (or whose nominee) will attempt to resolve the Expedited Dispute within 3 Business Days of the end of the period specified in clause 16.2.1.
		16.2.3	If the Expedited Dispute is not resolved within the period specified in clause 16.2.2, either Party may, within 3 Business Days of the last day of that period, request by written notice to the other Party that the Expedited Dispute be referred to an Expert.



16.2.4	If a Party requests referral of the Expedited Dispute to an Expert under
	clause 16.2.3, the Parties must meet to agree and appoint an Expert within 5
	Business Days following receipt of the written notice requesting referral.

- **16.2.5** The appointed Expert will, in the Expert's reasonable discretion, determine the relevant procedures to be used in evaluating the Expedited Dispute. The Parties will reasonably cooperate with the Expert's requests for information. The Expert will provide both Parties with written findings and a decision regarding the Expedited Dispute within a time frame agreed between the Parties and the Expert.
- **16.2.6** To the extent the Expert decides an amount subject to an Expedited Dispute should be paid to DXC, then within 10 Business Days following that decision Customer will pay that amount to DXC together with interest accrued at the Interest Rate from the date the amount was originally due until the date paid.
- 16.2.7 The Parties agree that:
 - **a.** the decision of the Expert will be conclusive if the total cumulative monetary value of the Expedited Dispute is less than US\$250,000; and
 - b. the decision of the Expert will not be conclusive if the total cumulative monetary value of the Expedited Dispute is US\$250,000 or over, or if the Expert finds that the monetary value cannot be determined. Either Party may then refer the Expedited Dispute to a court or tribunal of competent jurisdiction within 10 Business Days following delivery of the Expert's written findings and decision.
- 16.2.8 The fees of the Expert will be shared equally between the Parties.
- **16.2.9** An Expedited Dispute may only be referred by either Party to a court or tribunal of competent jurisdiction:
 - a. as permitted under clause 16.2.7b;
 - **b.** if the Expert does not provide written findings and decision as required in clause 16.2.5;
 - c. if the Parties cannot agree upon an Expert within 5 Business Days following either Party initiating a request for an Expert under clause 16.2.3;
 - **d.** if neither Party requests referral of the Expedited Dispute to an Expert within the period specified under clause 16.2.3; or
 - **e.** if the Expert behaves unethically or unprofessionally in the reasonable opinion of either Party.

Summary of Expedited Disputes Process

F		8	😋 💬
5 Business Days	7 Busin	ess Days	3 Business Days
▲	A	▲	
Aggrieved Party issues a Dispute Notice for an Expedited Dispute	Parties must meet within 5 Business Days to discuss the Expedited Dispute	If unresolved, the dispute escalates to the Parties regional managing directors (or equivalent)	If unresolved, the dispute may be referred to an Expert by written notice by either Party

16.3Standard (Non
Expedited)16.3.1Upon receipt or
Dispute, the Pa
10 Business Da
resolve the disputeDisputes
Process10 Business Da
resolve the dispute

16.3.1 Upon receipt of a Dispute Notice relating to a dispute other than an Expedited Dispute, the Parties' representatives must meet to discuss the dispute within 10 Business Days of the date of receipt of the Dispute Notice and attempt to resolve the dispute within 20 Business Days of that meeting.



	16.3.2	disp who	ute will be referred	to senior managem Ive the dispute with	od specified in clause ent representatives of in 10 Business Days o	each Party
	16.3.3	disp eacl	ute will be referred n Party who (or who	to the regional man se nominee) will att	od specified in clause aging director (or equiv empt to resolve the dis specified in clause 16.3	valent) of spute within
	16.3.4	Part	ies will meet within	5 Business Days of	od specified in clause the last day in that pe uld be used to settle th	riod to
	16.3.5	or a the	rbitration, either Par	rty may commence	ee to refer the dispute t any other form of actio rt or tribunal of compet	n to resolve
	16.3.6	S arbit	If, and to the extent ration, the procedu	, the Parties agree t re will be subject to	o refer the dispute to r the following:	nediation or
		а.			luding the costs for the e shared equally betwe	
		b.		5	nducted under an agre or mediation in the Sel	
		c.			agreed set of proced Selected Location; ar	
		d.	unresolved, either	Party may commen , including proceed	ation, the dispute rema ce any other form of a ings in a court or tribur	ction to
Summary of Standa	rd Disputes Process					The Parties agree to commence
	20 Dustas	- D		O		Arbitration or Mediation
10 Business Days Aggrieved Party issues a Dispute Notice		lf the dispu o senior	10 Business Da unresolved, ute escalates management resentatives	ys 10 Business Days 5 If unresolved, the dispute escalates to regional managing director (or equivalent)	If unresolved, the Parties meet within 5 Business Days to discuss if dispute to be referred to an Arbitrator or Mediator	Either Party may commence other forms of action, incl. court proceedings

17. International Trade Restrictions

17.1 General	17.1.1 Each Contract is subject to any applicable export or import restrictions of the United States and any other applicable jurisdiction.	•
	17.1.2 Each Party agrees that, unless specifically authorized by the applicable government authority, it will not knowingly, directly or indirectly, export (or re export) any item provided under a Contract to any jurisdiction or entity prohibited from receiving such item by any applicable export restriction, including:	-
	a. the U.S. Export Administration Regulations (15 C.F.R. §§ 730-774);	



- **b.** the economic sanctions regulations and guidelines administered by the U.S. Department of Treasury, Office of Foreign Assets Control; or
- c. the International Traffic in Arms Regulations (22 C.F.R. §§ 120-130).
- **17.1.3** Customer will provide DXC with not less than 10 days' prior written notice if any items provided by Customer are controlled for export under the International Traffic in Arms Regulations (22 C.F.R. §§ 120-130), the U.S. Export Administration Regulations (15 C.F.R. §§ 730-774) or any other applicable Law. Such notice must provide the proper export classification of the item.
- **17.1.4** If Customer exports, imports or otherwise transfers any goods, services or technical data provided or performed under a Contract, Customer is responsible for compliance with applicable export or import restrictions, for obtaining any required export or import authorizations and will be responsible for any fines or penalties imposed because of non-compliance with any such restrictions.

18. General Provisions

18.1	Interpretation	18.1.1	In each Contract:	
			 clause headings, icons, figures, illustrations, and the table of contents, whether included or not included, are for convenience of reference only and will not enter into the interpretation of such provisions; 	
			 unless otherwise specified, any reference to a "clause", "section", or "schedule" in a Contract Document is a reference to a clause, section or schedule of that Contract Document; 	
			 unless otherwise specified, all references to days, months or years are references to calendar days, months or years; 	
			d. unless the context requires otherwise, the singular includes the plural and vice versa; and	
			e. the use of the word 'including' must be construed as if it were followed by "(without limitation)".	
		18.1.2	Unless otherwise specified, terms defined in any Contract Document have the same meaning when used in any of the other Contract Documents.	
		18.1.3	Each Party represents that each Contract is the product of negotiations between the Parties, each of whom has been or has had the opportunity to be represented by counsel in those negotiations. Any rules of construction relating to interpretation against the drafter of an agreement do not apply to Contracts and are expressly waived.	
18.2	Entire Agreement	18.2.1	Each Contract represents the entire understanding of the Parties regarding its subject matter and supersedes any previous communication, agreement, representations or any terms on a Service Recipient purchase order or other Service Recipient document regarding that subject matter.	
18.3	Governing Law	18.3.1	A Contract will be governed by, and construed in accordance with, the Laws of the Selected Location. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the Selected Location.	
18.4	Assignment and Change of Control	18.4.1	A Party must not assign or transfer a Contract or any of its rights or obligations under a Contract without the prior written consent of the other Party, except as allowed under clause 18.4.2.	



		19 / 2	10 44	an event of an acquisition restructure or reorganization of a Dartula
		18.4.2	corp tran	ne event of an acquisition, restructure or reorganization of a Party's porate group, a Party may assign or transfer a Contract (or assign or sfer any of its rights or obligations under a Contract) to an Affiliate if that iate is:
			a.	financially sound and capable of carrying out its obligations under the applicable Contract;
			b.	not a competitor of the other Party; and
			C.	incorporated in the Selected Location or within the Country in which the Selected Location is situated.
		18.4.3		ler this clause 18.4, a change in Control affecting a Party is deemed to be assignment by that Party of its rights under any Contracts entered into by it.
18.5	No Third Party Beneficiaries	18.5.1	Part any any brou Con Con	ept as stated otherwise, each Contract is for the exclusive benefit of the ties to that Contract and nothing in a Contract is intended to confer upon Party other than DXC and Customer any rights, benefits or remedies of kind or character. All claims under or related to a Contract can only be ught by the Parties to that Contract and a third party who is not a party to a tract (including a Party's Affiliates) has no right to enforce any term of the tract. All applicable Laws stating otherwise are excluded to the fullest ent permitted.
18.6	Anti-Corruption	18.6.1	Eac	h Party:
			a.	must comply with all applicable Laws relating to anti-bribery and anti- corruption including the U.S. Foreign Corrupt Practice Act, the UK Bribery Act 2010 and the UK Criminal Finances Act 2017; and
			b.	in connection with the transactions contemplated by a Contract, must not make any payment or transfer anything of value, offer, promise or give a financial or other advantage or request, agree to receive or accept a financial or other advantage either directly or indirectly to any government official or government employee (including employees of a government corporation or public international organization) or to any political party or candidate for public office; or to any other person or entity with an intent to obtain or retain business or otherwise gain an improper business advantage.
18.7	Publicity and References	18.7.1	mak Part in a	Neither Party will, without the prior written approval of the other Party, the any public statement, announcement or media release about the other ty or its Affiliates. Each Party may use the name and logo of the other Party my medium to make general references to the basic nature of the tionship between the Parties and the Services.
		18.7.2	pros	tomer will, at DXC's reasonable request, provide references to DXC spective customers regarding DXC's performance of the Services. In nection with each request by DXC for a reference:
			a.	Customer will make appropriate and knowledgeable Customer Personnel available to meet with DXC's prospective customer to discuss the Services and DXC's performance of them;
			b.	Customer may in the abovementioned meeting freely disclose to DXC's prospective customer aspects of DXC's performance of the Services and Customer's satisfaction with them;
			C.	Customer must not disclose the terms of the Contract or the Charges as they are Confidential Information of DXC; and
			d.	Customer will not be obligated to act as a reference if, at the time the reference request is made, DXC is materially failing to meet the performance standards for the Services.



18.8 Notices	18.8.1	Each Party must send all notices to enforce or exercise specific rights under a Contract in writing to the other Party's address for notices specified in the Execution Document. A notice may be:
		a. posted (using pre-paid registered mail);
		b. hand delivered; or
		c. sent by email.
	18.8.2	A notice will be deemed to be given:
		a. if posted, on the date of registered receipt at the recipient's address;
		b. if delivered by hand, on the date of delivery; or
		c. if emailed, on the date recorded as sent on the device from which the Party sent the email, unless the sending Party receives an automated message that the email has not been delivered.
	18.8.3	If a notice is delivered by hand or email and received after 5:00pm (local time of the receiving Party) or not on a Business Day, it will be deemed given on the next Business Day.
	18.8.4	Any notice under clause 15 (Termination) or 16 (Dispute Resolution) sent via email must also be sent by registered mail or hand delivered.
18.9 Enforceabil	lity 18.9.1	If any provision of a Contract 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. As a substitute for an invalid, illegal or unenforceable provision, the Parties will negotiate in good faith an alternative provision consistent with the original intentions of the Parties.
18.10 eSignature Counterpar		The Parties will use all reasonable endeavors to sign Execution Documents and other appliable Contract Documents by certified electronic signature (e.g. Adobe Sign, DocuSign, or a similar then current certified digital signature technology). The Parties agree that the electronic record shall be as valid and effective to bind the Party signing electronically identically to a paper copy bearing that Party's hand-written signature. Therefore, the Parties agree that any certified electronic signature appearing on an Execution Document or another applicable Contract Document shall be treated, for purpose of validity, enforceability, and admissibility, the same as a hand-written signature.
	ts	and other appliable Contract Documents by certified electronic signature (e.g. Adobe Sign, DocuSign, or a similar then current certified digital signature technology). The Parties agree that the electronic record shall be as valid and effective to bind the Party signing electronically identically to a paper copy bearing that Party's hand-written signature. Therefore, the Parties agree that any certified electronic signature appearing on an Execution Document or another applicable Contract Document shall be treated, for purpose of validity,
	ts 18.10.2	and other appliable Contract Documents by certified electronic signature (e.g. Adobe Sign, DocuSign, or a similar then current certified digital signature technology). The Parties agree that the electronic record shall be as valid and effective to bind the Party signing electronically identically to a paper copy bearing that Party's hand-written signature. Therefore, the Parties agree that any certified electronic signature appearing on an Execution Document or another applicable Contract Document shall be treated, for purpose of validity, enforceability, and admissibility, the same as a hand-written signature.
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Counterpar	ts 18.10.2	 and other appliable Contract Documents by certified electronic signature (e.g. Adobe Sign, DocuSign, or a similar then current certified digital signature technology). The Parties agree that the electronic record shall be as valid and effective to bind the Party signing electronically identically to a paper copy bearing that Party's hand-written signature. Therefore, the Parties agree that any certified electronic signature appearing on an Execution Document or another applicable Contract Document shall be treated, for purpose of validity, enforceability, and admissibility, the same as a hand-written signature. Each Execution Document may be executed in multiple identical counterparts, each of which will be deemed an original and all of which taken together will constitute one instrument. The clauses listed below, and any other clause which by its nature should survive to give adequate meaning and effect to its terms, will survive the termination or expiration of a Contract: a. Clause 4 (Financial Terms);
Counterpar	ts 18.10.2	 and other appliable Contract Documents by certified electronic signature (e.g. Adobe Sign, DocuSign, or a similar then current certified digital signature technology). The Parties agree that the electronic record shall be as valid and effective to bind the Party signing electronically identically to a paper copy bearing that Party's hand-written signature. Therefore, the Parties agree that any certified electronic signature appearing on an Execution Document or another applicable Contract Document shall be treated, for purpose of validity, enforceability, and admissibility, the same as a hand-written signature. Each Execution Document may be executed in multiple identical counterparts, each of which will be deemed an original and all of which taken together will constitute one instrument. The clauses listed below, and any other clause which by its nature should survive to give adequate meaning and effect to its terms, will survive the termination or expiration of a Contract: a. Clause 4 (Financial Terms); b. Clause 7 (Intellectual Property);
Counterpar	ts 18.10.2	 and other appliable Contract Documents by certified electronic signature (e.g. Adobe Sign, DocuSign, or a similar then current certified digital signature technology). The Parties agree that the electronic record shall be as valid and effective to bind the Party signing electronically identically to a paper copy bearing that Party's hand-written signature. Therefore, the Parties agree that any certified electronic signature appearing on an Execution Document or another applicable Contract Document shall be treated, for purpose of validity, enforceability, and admissibility, the same as a hand-written signature. 2 Each Execution Document may be executed in multiple identical counterparts, each of which will be deemed an original and all of which taken together will constitute one instrument. 1 The clauses listed below, and any other clause which by its nature should survive to give adequate meaning and effect to its terms, will survive the termination or expiration of a Contract: a. Clause 4 (Financial Terms); b. Clause 7 (Intellectual Property); c. Clause 8 (Confidentiality);
Counterpar	ts 18.10.2	 and other appliable Contract Documents by certified electronic signature (e.g. Adobe Sign, DocuSign, or a similar then current certified digital signature technology). The Parties agree that the electronic record shall be as valid and effective to bind the Party signing electronically identically to a paper copy bearing that Party's hand-written signature. Therefore, the Parties agree that any certified electronic signature appearing on an Execution Document or another applicable Contract Document shall be treated, for purpose of validity, enforceability, and admissibility, the same as a hand-written signature. P Each Execution Document may be executed in multiple identical counterparts, each of which will be deemed an original and all of which taken together will constitute one instrument. 1 The clauses listed below, and any other clause which by its nature should survive to give adequate meaning and effect to its terms, will survive the termination or expiration of a Contract: a. Clause 4 (Financial Terms); b. Clause 7 (Intellectual Property); c. Clause 8 (Confidentiality); d. Clauses 9.2 (Non Solicitation) and 9.3 (No Transfer);
Counterpar	ts 18.10.2	 and other appliable Contract Documents by certified electronic signature (e.g. Adobe Sign, DocuSign, or a similar then current certified digital signature technology). The Parties agree that the electronic record shall be as valid and effective to bind the Party signing electronically identically to a paper copy bearing that Party's hand-written signature. Therefore, the Parties agree that any certified electronic signature appearing on an Execution Document or another applicable Contract Document shall be treated, for purpose of validity, enforceability, and admissibility, the same as a hand-written signature. P Each Execution Document may be executed in multiple identical counterparts, each of which will be deemed an original and all of which taken together will constitute one instrument. I The clauses listed below, and any other clause which by its nature should survive to give adequate meaning and effect to its terms, will survive the termination or expiration of a Contract: a. Clause 4 (Financial Terms); b. Clause 7 (Intellectual Property); c. Clause 8 (Confidentiality); d. Clauses 9.2 (Non Solicitation) and 9.3 (No Transfer); e. Clauses 12.4, 12.5 and 12.6 (Indemnities);



18.12 Amendments	18.12.1 Changes or modifications to a Contract Document may only be made by a written amendment signed by both Parties. The Parties will use all reasonable endeavors to sign changes and modifications to Contract Documents by certified electronic signature as set out in clause 18.10.1.
18.13 Waiver	18.13.1 Clauses and rights in a Contract can only be waived in writing signed by an authorized representative of the waiving Party. Failure or delay of a Party in exercising a right under a Contract does not waive that Party's rights. A waiver will only waive the relevant rights in the specific circumstances and will not waive any other rights, or the same rights in other circumstances.



Schedule 1 Definitions

Addenda or Addendum: supporting documents specified in the Execution Document as 'addenda' or an 'addendum'. Addenda may apply to the Contract as a whole, one or more Modules or one or more Solution Packs, as set out in the Execution Document.

Affiliate: any entity Controlled by, Controlling, or under common Control with a Party.

Arbitrator: an independent arbitrator appointed jointly by the Parties, or if the Parties cannot agree on an arbitrator within 5 Business Days of referral to arbitration, an arbitrator nominated by the Institute of Arbitrators and Mediators (or similar industry body) in the Selected Location.

Base Terms: the terms contained in this document, which are applicable to DXC's performance of all Services to all Service Recipients.

Business Day: any day that is not a weekend or a public holiday observed in the Selected Location.

Change Request: a written request for a Contract Change under clause 5.1.

Change Proposal: DXC's response to a Customer submitted Change Request which may include associated proposed operational, financial, and other modifications to the Contract and Services that DXC believes reasonable to implement the Contract Change.

Charges: the amounts that DXC is entitled to charge Customer for Services performed under a Contract and any other amounts payable by Customer to DXC under the Contract.

Confidential Information: all information disclosed by or on behalf of a Party (or a Party's Affiliate) in connection with a Contract or created using that information that is confidential in nature and designated as confidential or which a reasonable person receiving the information would realize is sensitive or confidential, and all information to the extent it is derived from that information (including each Contract and information related to the Charges) but excludes information which:

- a. is already known without an obligation of confidentiality other than under a Contract;
- is publicly known or becomes publicly known without any breach of obligation not to disclose that information;
- c. is rightfully received from a third party having no obligation not to disclose that information; or

d. is independently developed without use of the other Party's Confidential Information.

Contract: each Contract comprises:

- a. an Execution Document executed by the Parties;
- b. these Base Terms;
- the Module(s) specified in the applicable Execution Document;
- **d.** the Solution Pack(s) specified in the applicable Execution Document;
- e. any Addenda specified in the applicable Execution Document; and
- f. any other supporting documents (such as orders for Services under a Solution Pack) specified in the Execution Document or applicable Solution Packs.

Contract Change: any change that alters the nature or scope of Services (including the cost of either receipt or performance of Services) or is otherwise deemed a Contract Change under a Contract. For the avoidance of doubt, volumetric changes for which a price can be calculated under a Contract do not represent a Contract Change.

Contract Document: any of the documents listed as comprising a Contract.

Contract Term: the contract term specified in the Execution Document and any extensions agreed by the Parties under clause 1.3.3.

Control: any situation where a person (**Controlling Person**) has, or is entitled to acquire, the right or power to secure, whether indirectly or directly, that the affairs of another person are conducted under the wishes of the Controlling Person.

COTS: a software or hardware product that is commercially available in the general marketplace and not materially modified by DXC.

Critical Service Level: a Service Level designated as 'critical' and subject to Service Credits as set out in a Contract.

Customer: the Party named as Customer on the Execution Document.

Customer Data: all information provided to DXC by or on behalf of a Service Recipient for storage, manipulation, or processing by DXC under or in connection with a Contract.

Customer Delay: a delay caused or contributed to by (a) an act or omission (including a failure to perform an obligation or responsibility under a Contract) of a Service Recipient, a



Service Recipient's Affiliates or Personnel or third parties under the control of a Service Recipient, not otherwise expressly permitted under a Contract or (b) DXC's reasonable reliance on instructions or other information provided by a Service Recipient.

Customer IP: any Intellectual Property of Customer or another Service Recipient as defined in clauses 7.3.1 and 7.3.2.

Customer Laws: all Laws applicable to the Service Recipients' businesses and the industries in which they operate, and the receipt and use of Services under a Contract.

Data Cap: the total amount of the Charges paid or payable by Customer under the applicable Contract giving rise to the liability during the 18 months preceding the date of the first event which Customer alleges gave rise to liability. If the Contract Term is less than 18 months or if 18 months has not elapsed between the Effective Date of the Contract and the first event that gave rise to the liability, then the Data Cap will be an amount calculated by multiplying by 18 the average of the monthly Charges under the applicable Contract giving rise to the liability paid or payable by Customer between the Effective Date of the Contract and the first event that gave rise to the liability.

Data Standard of Care: the security standard specified in the applicable Solution Pack and using DXC's then standard and applicable policies and practices for protection of Customer Data or, if no requirements are stipulated, Good Industry Practice.

Disengagement Plan: a plan that sets out the scope, timeframe and Charges for Disengagement Services to be performed by DXC on termination of a Contract in order to effect an orderly transfer of Services from DXC to a Service Recipient or a third party service provider.

Disengagement Services: Services specified in a Disengagement Plan.

Dispute Notice: has the meaning set out in clause 16.1.2.

Due Date: the date 30 days after the date of the applicable DXC invoice.

DXC: the entity named as "DXC" on the Execution Document.

DXC IP: any Intellectual Property of DXC as defined in clause 7.2, including DXC Tools.

DXC Tools: all know-how, works, methodologies, processes, technologies, algorithms, development tools or forms, templates or output used in performing Services which:

- **a.** are based on trade secrets or proprietary information of DXC; or
- **b.** are otherwise owned or licensed by DXC,

and all improvements to such items that are developed or created by or on behalf of DXC in the course of performing Services without reference to or use of Customer IP.

Effective Date: the effective date specified in an Execution Document or, if no date is specified, the date that the last Party signs the Execution Document.

Execution Document: the document in a form to be agreed between the Parties to be executed by the Parties that contains agreed details for the performance of Services under a Contract and incorporates by reference, these Base Terms, the applicable Module(s), Addenda and Solution Packs.

Expedited Dispute: any of the following disputes to be dealt with under clause 16.2:

- a. a payment dispute under clause 4.2;
- **b.** a dispute as to the adjustment to Charges as a result of a Staff Transition under clause 9.3.2; or
- **c.** any other dispute specified in the Contract as an Expedited Dispute.

Expert: an independent individual appointed jointly by the Parties who is familiar with disputes similar to the relevant Expedited Dispute and is under an agreed confidentiality agreement with the Parties to not disclose Confidential Information to third parties.

Force Majeure Event: any event or circumstance beyond a Party's reasonable control, including natural disasters, health crises, riots, war, terrorism, civil disorder, court order, acts or regulations of governmental bodies, labor disputes, or failures or fluctuations in electrical power or telecommunications services, which could not have prevented by reasonable precautions.

General Cap: the total amount of the Charges paid or payable by Customer under the applicable Contract giving rise to the liability during the 18 months preceding the date of the first event which Customer alleges gave rise to liability. If the Contract Term is less than 18 months or if 18 months has not elapsed between the Effective Date of the Contract and the first event that gave rise to the liability, then the General Cap will be an amount calculated by multiplying by 18 the average of the monthly Charges under the applicable Contract giving rise to the liability paid or payable by Customer between the Effective Date of the Contract and the first event that gave rise to the liability.

Good Industry Practice: application by a Party of standards currently generally applied in that Party's industry by skilled and experienced persons in organizations of similar size to and with similar resources as that Party.

Gross Negligence: an act or failure to act which seriously and substantially deviates from a reasonable and competent course of action that would ordinarily be expected of a person engaged in the same type of undertaking under the same or


similar circumstances and which is in reckless disregard of serious consequences known to the Party committing the act or failure. Gross Negligence involves conduct that is extreme when compared with ordinary negligence.

Indemnified Party: the Party entitled to the benefit of an indemnity set out in the Contract.

Indemnifying Party: the Party providing an indemnity set out in the Contract.

Insolvency Event: one or more of the following events:

- a Party is (or states that it is) insolvent or under administration;
- a Party is in liquidation, in provisional liquidation, under administration or wound up or has had a controller appointed to its property;
- c. a Party is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved;
- **d.** a Party is taken to have failed to comply with a statutory demand; or
- e. a Party is otherwise unable to pay its debts when they fall due.

Intellectual Property or **IP:** all registered and unregistered rights in respect of any copyright, designs, circuit layouts, trademarks, know-how, patents, inventions, discoveries and domain names and all other intellectual property as recognized and as to which rights are enforced by an applicable jurisdiction.

Interest Rate: the Secured Overnight Financing Rate (SOFR) published on the Due Date plus 0.01%, calculated and applied daily (or the highest rate permitted by Law, if less).

Law: any statute, regulation (including binding requirements or practice guides issued by a regulatory body), by-law, ordinance or subordinate legislation in force from time to time in the relevant jurisdiction to the extent the foregoing has the force of law as to the applicable Party.

Liquidated Damages: any liquidated damages specified in a Contract, which the Parties agree represent a genuine preestimate of the anticipated loss arising as a result of the breach giving rise to a liability to pay liquidated damages.

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

Malware: any computer software intentionally designed to cause damage to a computer, server, client, application or computer network. Malware may take different forms including computer viruses, worms, trojan horses, ransomware, spyware, adware, or scareware.

Mediator: an independent mediator appointed jointly by the Parties, or if the Parties cannot agree on a mediator within 5 Business Days of referral to mediation, a mediator nominated by the Institute of Arbitrators and Mediators (or similar industry body) in the Selected Location.

Module(s): the Managed Services Module, Next Generation IT Services Module, Application Services Module, Hardware Module, Cloud and SaaS Module and/or Professional Services Module.

Open Source Software: any software, library, utility, tool, or other computer or program code (collectively, **Code**) that is licensed or distributed as "freeware", "open source" (or similar terminology) under terms and conditions that impose a requirement that the Code be made available and/or distributed in source code form (and may also impose other potential license restrictions and requirements). Open Source Software includes, Code licensed or distributed under any of the following licenses or distribution models: the GNU General Public License (GPL), GNU Library General Public License (LGPL), BSD licenses and the Apache License.

Outstanding Charges: has the meaning set out in clause 15.3.1a.

Outstanding Payment Date: has the meaning set out in clause 15.3.1a.

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

Personal Information: Customer 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 Customer.

Personal Information includes any expression of opinion about the individual and any indication of the intentions of the Customer or any other person in respect of the individual.

Personnel: a Party's employees, agents and contractors.

Pre-Existing IP: all IP existing on or prior to the Effective Date of the applicable Contract.

Privacy Laws: all Laws, in force from time to time, relating to protection of Personal Information, the Processing of Personal Information, privacy and/or electronic communications, that are applicable to performance or receipt of the Services.

Process/Processing: 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.** organization, 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.

Restricted Person: any officer or employee (including any manager, senior manager or senior executive):

- a. of the other Party; or
- **b.** of any Affiliate of the other Party (including any manager, senior manager, or senior executive),

who, in either case, is or was involved in (a) developing the solution set out in an applicable Solution Pack for the Customer or (b) performing, managing or evaluating the Services during the Contract Term.

Selected Location: the jurisdiction specified as the selected location in the Execution Document for a Contract.

Service Credit: the amount payable by DXC to Customer for an unexcused failure to meet a Critical Service Level, as specified in a Contract.

Service Level: a quantitative performance standard for Services set out in a Solution Pack included in a Contract. Service Level does not include performance metrics identified as Service Levels which are described as objectives, targets or similar.

Service Recipient: Customer and any Customer Affiliate specified as "Service Recipient" in the Contract.

Services: the services which DXC has agreed to perform for Customer set out in a Contract.

Solution Pack: the Solution Pack documents specified in the Execution Document, with each Solution Pack describing:

- a. the scope of Services to be performed by DXC;
- **b.** the Charges for Services; and

c. any Service Levels that apply to the performance of Services.

Solution Pack Term: duration for the performance of Services under a Solution Pack.

Staff Transition: the transition or transfer (including by way of recruitment) of any staff from Customer, its Affiliates or subcontractors to DXC or any of its Affiliates or subcontractors including whether pursuant to the Transfer Regulations or as otherwise required by law or agreed between the Parties.

Taxes: taxes, fees, surcharges and duties (whether existing or new), including goods and services taxes, value added taxes, stamp duties and governmental charges of all kinds but excluding any taxes on a Party's real or personal property and net income.

Termination Charge: the amount payable under a Contract upon certain termination events or expiry, as specified in the applicable Contract.

Third Party IP: any IP owned by a third party (other than a DXC Affiliate or Service Recipient) and any modifications, enhancements or derivative works in respect of that IP.

Transfer Regulations:

- a. in relation to any European Union (EU) member states, any local legislation implementing Council Directive 2001/23 of 12 Mar. 2001 on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses as amended or replaced from time to time (the Acquired Rights Directive or ARD) or any other legislation having the same or broadly similar effect; and
- **b.** in relation to any non-EU member states, any local legislation that has the same or broadly similar effect to the provisions of the ARD.

Willful Misconduct: any act or omission of a Party which is wrongful and willfully 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 Willful Misconduct.





FastTrack Modular Contract

Managed Services Module (3.1.4)



Modular Contract A fair contract fast

Table of Contents

1.	Managed Services	3
2.	Transition	3
3.	Third Party Contractors	4
4.	Acceptance of Deliverables	5
5.	Technology Evolution	6
6.	Service Levels and Service Credits	7
7.	Personnel	7
8.	Subcontracts	8
9.	Disengagement	9
10.	Termination for Convenience	11
11.	Definitions	12





1. Managed Services

1.1	Supply of Managed Services	1.1.1	DXC will provide Managed Services under a Contract to Service Recipients in accordance with the following Contract Documents:
			a. the Contract's Execution Document;
			 the Addenda identified as applicable to this Managed Services Module in the Contract's Execution Document;
			c. this Managed Services Module;
			d. the Base Terms (and any Addenda applicable to the entire Contract);
			e. Solution Packs identified as related to this Managed Services Module in the Contract's Execution Document (and any Addenda identified as applicable to those Solution Packs in the Contract's Execution Document); and
			 the applicable supporting documents expressly referenced or incorporated in any of the above.
		1.1.2	The Parties acknowledge that this Managed Services Module only applies to the provision of Managed Services and does not apply to any other Services.
1.2	Service Commencement	1.2.1	Managed Services will commence on the Service Commencement Date.

2. **Transition** 2.1 Transition Each Party's responsibilities for Transition of Managed Services (if any) 2.1.1 Responsibilities under a Contract will be set out in any applicable Solution Pack(s) and Addenda for that Contract. Customer will provide DXC with general cooperation, information and 2.1.2 access to facilities and staff as specified in a Contract and as otherwise reasonably requested by DXC to enable DXC to complete its Transition responsibilities. In consideration for DXC performing its Transition responsibilities, Customer 2.2 Transition Charges 2.2.1 will pay to DXC any Charges for such Transition responsibilities specified in the Contract. 2.3 **Transition Delays** When a Party becomes aware of a material delay in performance of its 2.3.1 Transition responsibilities, that Party must as soon as practicable provide notice of the detailed particulars of the delay to the other Party, regardless of the cause. To the extent set out in a Solution Pack for Managed Services, 2.3.2 Liquidated Damages (if any) will be payable by DXC to Customer if DXC fails to achieve a Critical Transition Milestone(s) specified in that Solution Pack in all material respects and that failure is not otherwise excused under clause 11.1.1 of the Base Terms. Liquidated Damages are subject to the General Cap and will not exceed the Liquidated Damages Cap for Managed Services.



2.3.3	DXC will earn back all Liquidated Damages paid or payable to Customer for
	Managed Services Critical Transition Milestones under a Contract if:

- **a.** the final Critical Transition Milestone under that Contract is delivered by DXC on time; or
- **b.** where not delivered on time, the failure to meet the final Critical Transition Milestone in all material respects is otherwise excused under clause 11.1.1 of the Base Terms.
- **2.3.4** Following the date of the final Critical Transition Milestone under a Contract, DXC may invoice the Customer for any earn back amounts owed to it under this clause 2.3.

3. Third Party Contractors

3.1	Cooperation	3.1.1	DXC will cooperate with Customer's other service providers at no additional cost:
			a. as agreed in a Contract; and
			 as reasonably requested by Customer to allow the proper performance of services provided by such other service providers if such cooperation can reasonably be performed by DXC Personnel:
			 assigned on a substantially full-time basis to deliver the Managed Services;
			ii. during their normal workday; and
			iii. without derogation of their other duties.
		3.1.2	To the extent cooperation with Customer's other service providers exceeds the limits set out in clause 3.1.1b, DXC may elect to charge Customer for that cooperation:
			a. If on a time and materials basis using the applicable rates set out in the Contract; or
			b. if there is no applicable rate, at DXC's then standard commercial rates.
3.2	Affected Agreements Transfer In	3.2.1	At a date agreed between the Parties, DXC (or its Affiliates) will accept assignment of Affected Agreements, provided that DXC has reviewed such agreements and Customer has agreed with the third party any amendments reasonably required by DXC.
3.2	Agreements	3.2.1 3.2.2	agreements and Customer has agreed with the third party any amendments
3.2	Agreements		agreements and Customer has agreed with the third party any amendments reasonably required by DXC.
3.2	Agreements		 assignment of Affected Agreements, provided that DXC has reviewed such agreements and Customer has agreed with the third party any amendments reasonably required by DXC. Customer warrants that: a. it has complied with all the provisions of each Affected Agreement from its effective date and will continue to do so until the date of assignment
3.2	Agreements		 assignment of Affected Agreements, provided that DXC has reviewed such agreements and Customer has agreed with the third party any amendments reasonably required by DXC. Customer warrants that: a. it has complied with all the provisions of each Affected Agreement from its effective date and will continue to do so until the date of assignment to DXC; b. it will satisfy, in full, all outstanding payment obligations for products or services delivered by the third party to Customer (and any other Service Recipients) under an Affected Agreement prior to the date of



3.3	Affected Agreement Transfer Out	Ma Ag	Ma Agr	termination or expiry of a Contract, or the termination or expiry of the naged Services under a Contract, for each of the Contract's Affected reements which remains in force at the effective date of such termination expiry, Customer will, at its option, pay to DXC either:
			a.	any termination charges identified in the Affected Agreement; or
			b.	any costs incurred by DXC to assign the Affected Agreements from DXC (or its Affiliates) to Customer or its nominee.

4.	Acceptance of Deliverables			
4.1	Applicability	4.1.1	any) (ccept to the extent otherwise provided in the Acceptance Test Plan (if or a Solution Pack of a Contract, this clause sets out the procedure for stance of deliverables specified in that Contract.
4.2	Acceptance Criteria	4.2.1	delive	ne acceptance procedure set out in clause 4.3 will only apply to rables for which acceptance criteria are specified in the applicable otance Test Plan or Solution Pack.
		4.2.2	meas	e extent practicable, acceptance criteria must be objective, urable and enable repeatable tests based upon Customer's pated use of the relevant deliverable.
		4.2.3	delive that, i	acceptance criteria for a deliverable are specified in a Contract, the trable will be deemed accepted on its receipt by Customer, provided in the case of a document (of any type or format), the deliverable tins, in all material respects, the applicable content specified in the act.
4.3	Acceptance Procedure	4.3.1	will sa criteri	efore notifying Customer that a deliverable is ready for review, DXC atisfy itself that the deliverable meets the applicable acceptance a specified in the applicable Acceptance Test Plan or Solution Pack in aterial respects.
		4.3.2	accor Within	After DXC gives notice that a deliverable is ready for review, mer must review that deliverable and perform any acceptance tests in dance with the applicable Acceptance Test Plan or Solution Pack. 5 Business Days of receipt of a deliverable for review, Customer provide written notice to DXC that:
				the acceptance criteria have been met in all material respects, the leliverable is accepted; or
			b. (therwise:
			i	 the deliverable is accepted, subject to any work-around agreed with DXC;
			i	 the requirement for acceptance testing of that deliverable is waived; or
			i	ii. the deliverable is not accepted, because the acceptance criteria for the deliverable have not been met in all material respects.
		122	If Cure	tomor provideo written notice under cloupe 4.2.2h iii that a deliverable

4.3.3 If Customer provides written notice under clause 4.3.2b.iii that a deliverable is not accepted:





- **b.** the date Customer begins to use the deliverable other than as part of a review or testing for acceptance purposes under this clause; and
- **c.** if Customer fails to provide written notice within the period set out in clause 4.3.2, the date at the end of that period.

5. Technology Evolution

5.1	General	5.1.1	The Managed Services include:
			 normal, evolutionary changes in methods, processes and technologies which DXC introduces from time to time, without additional charges, in the normal course of its business generally; and
			b. scheduled refresh and upgrades specified in a Contract.
		5.1.2	All other changes must be authorized under clause 5 (Contract Changes) of the Base Terms.



6.	Service Levels and Service Credits			
6.1	General	6.1.1	To the extent Service Levels are specified in a Solution Pack for Managed Services, such Service Levels will apply to those Managed Services with effect:	
			a. from the date specified in the Solution Pack; or	
			b. if no date is specified, from the Service Commencement Date.	
		6.1.2	To the extent Service Levels are specified in a Solution Pack, DXC will implement measurement and monitoring tools, metrics and standard reporting procedures to the extent reasonably required to measure and report DXC's performance of the Managed Services against those Service Levels. The nature, extent and frequency of the reports to be provided to Customer (if any) will be as specified in the Solution Pack.	
		6.1.3	In the event of an unexcused failure to meet a Critical Service Level for Managed Services, any applicable Service Credit and earn back will be calculated and invoiced in accordance with the applicable Solution Pack. Service Credits (if any) will not exceed the Service Credit Cap.	
		6.1.4	If there is no payment mechanism provided for Service Credits set out in a Solution Pack, any Service Credits and earn backs will be included, to the extent practicable, on invoices for the month following that in which the Service Credit was incurred or earn back earned.	
		6.1.5	If Customer is entitled to terminate a Contract for material breach, Customer may seek damages up to the applicable limitation of liability (minus any Service Credits assessed or paid) and exercise any other available rights or remedies.	

7.	Personnel		
7.1	Key Positions	7.1.1	Each of the DXC Personnel listed in Key Positions (if any) will devote substantially all their normal working time and effort to the performance of the Managed Services for Customer for, at a minimum, the period specified for each Key Position set out in the Contract.
		7.1.2	Before assigning an individual to a Key Position, DXC will:
			 a. Provide Customer of the proposed assignment; b. Subject to applicable Law and DXC's standard personnel practices, provide Customer with a resume and any other job-related information about the individual, if reasonably requested by Customer; and c. introduce the individual to appropriate Customer representatives, either
			by telephone or, if reasonably requested by Customer, in person.
		7.1.3	Unless Customer objects on reasonable grounds to the proposed assignment within 7 days after the introduction, DXC may assign the individual to that Key Position.
		7.1.4	DXC may remove or replace any person in a Key Position following the expiry of any specified minimum period.





8. Subcontracts

8.1Use of
Subcontractors8.1.1The Parties agree that the Managed Services may be provided by DXC, its
Affiliates and/or subcontractors in DXC's sole discretion, provided that:



- **a.** DXC will remain responsible for the obligations performed by its Affiliates and subcontractors to the same extent as if such obligations were performed by DXC; and
- **b.** DXC may only subcontract Material Managed Services to Approved Subcontractors.

9. Disengagement

9.1	Disengagement Services	9.1.1	develop a Disengagement Plan at least 6 months before expiry or termination of the Contract Term (or such other period agreed between the Parties).
		9.1.2	DXC will provide the Disengagement Services to Customer in accordance with the Disengagement Plan. To the extent specified in the Disengagement Plan, DXC will:
			a. Provide Customer with reasonably detailed specifications for the hardware, software and other items dedicated exclusively to the performance of the Managed Services and required by the Successor Supplier(s) to properly provide the Managed Services (in addition, DXC will consult with Customer regarding procurement of such hardware, software and other items); and
			 provide reasonable knowledge transfer regarding the Managed Services to the Successor Supplier(s).
		9.1.3	Customer will comply with its obligations in the Disengagement Plan and will ensure that the Successor Supplier(s) reasonably cooperates with DXC to enable DXC to complete its Disengagement Services according to any timeframes specified in the Disengagement Plan.
		9.1.4	The provisions of the relevant Contract will remain in effect for the duration of the Disengagement Services to the extent they apply to the Managed Services. Such provisions will also apply to all activities conducted by DXC to the extent necessary to govern the performance of the Disengagement Services.
		9.1.5	Unless otherwise stated in a Disengagement Plan, performance of the Disengagement Services will not extend beyond 12 months after termination or expiry of the applicable Contract.
9.2	Disclosure of Information	9.2.1	DXC will not be required to disclose any of its proprietary information or Confidential Information to any third party Successor Supplier(s), except to the extent that:
			 Customer is entitled to receive Confidential Information under the Contract; and
			b. prior to providing any Disengagement Services, the third party Successor Supplier(s) enters into a confidentiality agreement in a form reasonably required by DXC for the protection of DXC's Confidential Information.
9.3	Disengagement Charges	9.3.1	Unless otherwise specified in the applicable Contract or in a Disengagement Plan:



			a. there will be no additional charge by DXC for the Disengagement Services if, during the Contract Term, DXC employees assigned to provide Managed Services (other than Disengagement Services) on a substantially full time basis during the Disengagement Period can perform the Disengagement Services in their normal workday without derogation of their other duties; and
			 except for those Disengagement Services able to be performed by DXC employees during the Contract Term in accordance with clause 9.3.1a, DXC will charge for the Disengagement Services on a time and materials basis at the rates specified in the Contract or, if no applicable rates are specified, at DXC's then standard commercial rates (at the same time and in the same manner as specified for payment of the Charges due in respect of the Managed Services).
		9.3.2	To the extent that the Parties agree that DXC will continue to provide Services during the Disengagement Period but after the end of the Contract Term, Customer will continue to pay to DXC the Charges set out in that Contract at the times and in the manner specified. DXC will use commercially reasonable efforts to comply with applicable Service Levels during the Disengagement Period but will not be liable for any Service Credits.
		9.3.3	To the extent DXC's ability to deliver the Services is adversely affected by the transfer of Managed Services to Customer (or its nominee), DXC will be excused from its obligations and responsibilities in respect of those Managed Services.
9.4	Asset Transfers	9.4.1	To the extent that Customer requests and DXC agrees (in its sole discretion) to transfer assets dedicated to Customer's account at the termination or expiry of an applicable Contract, or termination or expiry of the Managed Services under an applicable Contract, those assets will be sold to Customer (or its nominee) subject to Customer's payment of:
			a. the price agreed for those assets in the Disengagement Plan; or
			b. if no price is agreed, the DXC net book value at the date of transfer.
		9.4.2	Unless otherwise agreed in the Disengagement Plan, during the period commencing 3 months before the start of the Disengagement Period until the end of the Disengagement Period, DXC will not redeploy or dispose of any assets agreed in the Disengagement Plan to be sold to Customer (or its nominee) without Customer's consent. Customer must pay all Taxes, shipping, transfer and similar charges payable to third parties in connection with the legal, physical or electronic transfers of tangible or intangible assets sold to Customer (or its nominee).
		9.4.3	Assets sold to Customer (or its nominee) are sold 'as-is', without warranty of any kind, other than DXC's warranty that it transfers the assets without encumbrance. Title in the assets will transfer to Customer (or its nominee) on receipt of payment in full by DXC of the agreed price plus payment of all additional amounts in clause 9.4.2. Risk of loss in the assets will pass to Customer (or its nominee):
			a. when the assets leave DXC's premises; or
			b. if the assets are on Customer's premises at termination or expiry of the applicable Contract, when the sale of assets concludes.
9.5	Personnel Transfers	9.5.1	If, on the termination or expiry of an applicable Contract or the termination or expiry of the Managed Services under an applicable Contract, the Transfer Regulations apply or the Parties otherwise agree that



DXC Affected Personnel will transfer to the Successor Supplier(s), each Party must:

- **a.** comply fully with its legal obligations under all Transfer Regulations to the extent applicable (including its obligations regarding consultation and giving of information); and
- **b.** co-operate with the other in seeking to ensure the orderly transfer of any DXC Affected Personnel to the Successor Supplier(s).
- **9.5.2** If Customer is not the Successor Supplier, Customer will ensure that the Successor Supplier(s) comply with this clause 9.5.
- **9.5.3 D C** Unless agreed otherwise in the Disengagement Plan, during the period commencing 3 months before the start of the Disengagement Period until the end of the Disengagement Period, DXC will not, without Customer's consent (such consent not to be unreasonably withheld):
 - **a.** dismiss (other than for cause), reassign or replace any DXC Affected Personnel; or
 - **b.** materially change the compensation or terms of employment of DXC Affected Personnel other than in the normal course of business or as part of any broader exercise unrelated to the provision of Services under the Contract.

10. Termination for Convenience

10.1 General

10.1.1 Subject to any minimum term commitment specified in a Contract, Customer may terminate the Managed Services under a Contract for its convenience by giving DXC at least 3 months' prior written notice designating the effective date of termination.

- **10.1.2** If Customer terminates the Managed Services under this clause 10.1, Customer must pay:
 - **a.** the Charges for Managed Services due under that Contract up to the effective date of termination; and
 - **b.** the applicable Termination Charges for the terminated Managed Services.
- **10.1.3** Termination of Managed Services under a Contract does not automatically terminate any other Services under that Contract.
- **10.1.4** Customer may terminate a Solution Pack for Managed Services for its convenience in accordance with the terms of that Solution Pack and this clause 10.1.



Summary of Termination for Convenience Process



11. Definitions

11.1.1 Defined terms used in this Module are defined in the Base Terms or in this clause 11.

11.1.2 In this Module:

Acceptance Test Plan: the written plan agreed between the Parties for conduct of acceptance of deliverables that specifies some or all the following:

- **a.** the deliverables to be tested, the tests to be conducted and the acceptance criteria to satisfy those tests;
- allocation of each Party's responsibilities in relation to testing;
- **c.** which Party is to provide the test environment and related resources;
- **d.** the methodology and process for conduct of the acceptance tests; or
- e. a schedule for conducting acceptance tests.

Affected Agreement: an agreement between a third party and the Customer identified in the Contract for potential assignment to DXC.

Approved Subcontractor: a subcontractor approved in writing by Customer to provide Material Managed Services (including any subcontractor identified as an Approved Subcontractor in an Execution Document or Solution Pack).

Critical Transition Milestone: a milestone identified as a critical Transition milestone in a Contract.

Disengagement Period: the period during which DXC provides Disengagement Services as agreed in the Disengagement Plan.

Disengagement Plan: a document developed jointly between the Parties setting out the services to be provided by DXC during the Disengagement Period (**Disengagement Services**) and the corresponding Customer responsibilities to transition the Managed Services provided under a Contract in an orderly fashion from DXC to the Successor Supplier(s).

DXC Affected Personnel:

- a. any employees of DXC, its Affiliates or subcontractors who are wholly or mainly assigned to the Managed Services immediately before expiry, termination or partial termination of that Contract, and who are inscope to transfer to a Successor Supplier(s) upon such expiry or termination by operation of the Transfer Regulations; and/or
- **b.** any Personnel of DXC or its Affiliates or their respective subcontractors who are named in the Disengagement Plan as transferring personnel.

Key Positions: the roles specified as Key Positions for Managed Services in a Contract (if any).

Liquidated Damages Cap:

- **a.** the amount specified in the applicable Contract as the Liquidated Damages cap for Managed Services; or
- b. if no Liquidated Damages Cap for Managed Services is specified, 5% of the sum of the Charges for Critical Transition Milestones for Managed Services under that Contract.

Managed Services: Services (including IT and business process outsourcing services and other similar services) described in the Solution Pack(s) related to this Module as listed in the applicable Execution Document that forms part of the Contract.

Material Managed Services: any Managed Services expressly identified as Material Managed Services in a Contract.

Service Commencement Date: the service commencement date set out in the Solution Pack or Execution Document; or, if no such date is provided:



- a. if Transition activities are to be performed, the date on which Transition activities are completed in accordance with clause 2;
- **b.** otherwise, the Effective Date.

Service Credit Cap:

- **a.** the amount specified in the applicable Contract as the Service Credit cap for Managed Services; or
- b. if no Service Credit Cap for Managed Services is specified, 5% of the monthly Charges for Managed Services invoiced under the applicable Contract in the month in which the applicable Service Level failure requiring the payment of Service Credits occurred.

Successor Supplier:

- a. the Customer; or
- **b.** where the Services under a Contract are to be transferred to a third party designated by Customer (which may include a Customer's Affiliate) following the termination or expiry of that Contract, the third party nominated by Customer.

Transition: those services required to implement and establish the Managed Services prior to the Service Commencement Date which may include implementation, commissioning, onboarding, or other similar services.





FastTrack Modular Contract

Application Services Module (3.1.4)



Modular Contract A fair contract fast

Table of Contents

1.	Application Services	.3
	Acceptance of Deliverables	
3.	Performance	.5
4.	Maintenance and Support Services	.5
5.	Subcontracts	.6
6.	Suspension	.7
7.	Termination for Convenience	.7
8.	Definitions	.8





1. Application Services

1.1	Supply of Application	1.1.1	DXC will provide Application Services under a Contract to Service Recipients in accordance with the following Contract Documents:			
	Services		a. the Contract's Execution Document;			
			 the Addenda identified as applicable to this Application Services Module in the Contract's Execution Document; 			
			c. this Application Services Module;			
			d. the Base Terms (and any Addenda applicable to the entire Contract);			
			e. Solution Packs identified as related to this Application Services Module in the Contract's Execution Document (and any Addenda identified as applicable to those Solution Packs in the Contract's Execution Document); and			
			 the applicable supporting documents expressly referenced or incorporated in any of the above. 			
		1.1.2	The Parties acknowledge that this Application Services Module only applies to the provision of Application Services and does not apply to any other Services.			
1.2	Service Commencement	1.2.1	Application Services will commence on the Service Commencement Date.			

2. Acceptance of Deliverables

2.1	Applicability	2.1.1	Except to the extent otherwise provided in the Acceptance Test Plan (if any) or a Solution Pack of a Contract, this clause sets out the procedure for acceptance of deliverables specified in that Contract.
2.2	Acceptance	2.2.1	The acceptance procedure set out in clause 2.3 will only apply to deliverables for which acceptance criteria are specified in the applicable Acceptance Test Plan or Solution Pack.
		2.2.2	To the extent practicable, acceptance criteria must be objective, measurable and enable repeatable tests based upon Customer's anticipated use of the relevant deliverable.
		2.2.3	If no acceptance criteria for a deliverable are specified in a Contract, the deliverable will be deemed accepted on its receipt by Customer, provided that, in the case of a document (of any type or format), the deliverable contains, in all material respects, the applicable content specified in the Contract.
2.3	Acceptance Procedure	2.3.1	Before notifying Customer that a deliverable is ready for review, DXC will satisfy itself that the deliverable meets all the applicable acceptance criteria specified in the applicable Acceptance Test Plan or Solution Pack in all material respects.
		2.3.2	After DXC gives notice that a deliverable is ready for review, Customer must review that deliverable and perform any acceptance tests in accordance with the applicable Acceptance Test Plan or Solution Pack. Within 5 Business Days of receipt of a deliverable for review, Customer must provide written notice to DXC that:



DXC verifies internally that a deliverable meets the acceptance criteria	DXC noti that the c is ready f	lelivera	able	Customer Customer notifies DXC within 5 Business Days deliverable to be tested to b	bl
	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			5 Business Days	31
Summary of Acceptance	Procedure				
		נייונ	nout III		
	2.3.4	occ with und	asions 1 claus ler clau	a deliverable has failed acceptance testing on at least two s, in addition to providing a written notice to DXC in accordance se 2.3.2b.iii, the Customer may elect to issue a Dispute Notice use 16.1.2 of the Base Terms to seek to resolve the matter imiting any other remedy).	
		b.	reme corre perio resut	ect to receipt of a notice as set out in clause 2.3.3a, DXC will edy the defects identified at DXC's expense and resubmit the ected deliverable for further acceptance testing within a reasonable od (in which case clauses 2.3 and 2.4 will apply following bmission).	
				what changes need to be made for the deliverable to meet such identified acceptance criteria; and	
				why Customer considers such acceptance criteria were not met; and	
				which acceptance criteria were not met;	
		a.	C to rea	Customer must provide sufficient detail in its notice to permit DXC asonably understand:	
	2.3.3			ner provides written notice under clause 2.3.2b.iii that a deliverable cepted:	
				the deliverable is not accepted, because the acceptance criteria for the deliverable have not been met in all material respects.	
				the requirement for acceptance testing of that deliverable is waived; or	
				the deliverable is accepted, subject to any work-around agreed with DXC;	
		b.	other	rwise:	
		a.		e acceptance criteria have been met in all material respects, the rerable is accepted; or	-



•_____

DXC remedies material non-conformities

2.4	Acceptance Date	2.4.1	A deliverable is deemed accepted on the earliest of the following dates:	
			а.	the date Customer provides notice in respect of the deliverable under clause 2.3.2a, 2.3.2b.i or 2.3.2b.ii;
			b.	the date Customer begins to use the deliverable other than as part of a review or testing for acceptance purposes under this clause; and
			C.	if Customer fails to provide written notice within the period set out in clause 2.3.2, the date at the end of that period.

3.	Performance	•	
3.1	General	3.1.1	If DXC provides Customer with deliverables that are not Third Party Software, DXC covenants that, for 90 days following acceptance of those deliverables in accordance with clause 2 (Re-Performance Period), the deliverables will conform in all material respects with the written specifications for such deliverables provided in the applicable Contract.
		3.1.2	If Customer notifies DXC of a material non-conformity during the Re- Performance Period and demonstrates that the covenant in clause 3.1.1 has not been complied with, DXC will (at its option) promptly remedy or replace the impacted deliverables.
		3.1.3	If DXC is unable to remedy or replace the deliverable within the Re- Performance Period or if DXC notifies Customer that remedy or replacement is not, in DXC's opinion, commercially reasonable, Customer may (at its option):
			a. Continue to use the deliverable without remedy or replacement and the Parties will negotiate in good faith a partial refund of Charges that is reflective of Customer's loss of use; or
			b. return the deliverable to DXC and DXC will refund to Customer the amounts paid for that deliverable.
		3.1.4	DXC will have no obligation to remedy or replace a deliverable under clause 3.1.2 to the extent non-conformity arises as a result of any of the circumstances described in clause 12.4.3 of the Base Terms.
		3.1.5	If Customer fails to notify DXC of a non-conformity in a deliverable during the Re-Performance Period, DXC will have no further liability to Customer with respect to that deliverable, except to the extent the Contract specifies that DXC will provide Maintenance and Support Services for those deliverables.

4. Maintenance and Support Services

4.1	Supported Software	4.1.1	To the extent a Contract specifies that DXC will provide Maintenance and Support Services for any deliverable (Supported Software), those Services will be provided in accordance with this clause 4 and any applicable Solution Pack(s) and Addenda.
		4.1.2	Maintenance and Support Services will be provided for Supported Software:

a. for the Charges specified in the applicable Solution Pack(s) or Addenda;



			 b. for the period specified in the applicable Solution Pack(s) or Addenda (Support Term); and
			c. during the hours and at the locations specified in the Solution Pack(s) or Addenda.
4.2	Updates	4.2.1	For Supported Software which is Third Party Software, DXC will advise Customer of availability of any new versions, releases, updates, service packs or corrections for that software that are made available by the Third Party Supplier (Update). At the request of Customer, DXC will provide Customer with an executable copy of an Update.
		4.2.2	Unless otherwise specified in the applicable Contract, if Customer requires assistance from DXC to install or implement an Update, DXC will charge Customer at the rates specified in the Contract or, if no applicable rates are specified, at DXC's then standard commercial rates.
4.3	Error Correction	4.3.1	If Customer demonstrates that the Supported Software does not conform to its documentation and/or specification and notifies DXC in writing of such non-conformity:
			a. for Third Party Software, Customer's right to correction of an error in Third Party Software is governed by the Third Party Terms. If allowed by those terms, DXC will escalate the error for correction by the applicable Third Party Supplier and will provide any error correction to Customer as soon as is practical after that supplier has made it available to DXC; and
			b. for any other Supported Software, DXC will use commercially reasonable efforts to find and correct the error, subject to the terms of the applicable Solution Pack.
4.4	Exclusions	4.4.1	Unless specified otherwise in the applicable Contract, Maintenance and Support Services exclude:
			 services for Supported Software not maintained by Customer at the minimum software version specified in the Contract;
			 updates to documentation unless normally supplied by a Third Party Supplier;
			c. data correction, data transfer or data conversion; and
			d. Support and maintenance to the extent required due to any of the circumstances listed in clause 12.4.3 of the Base Terms.
		4.4.2	DXC will provide Support and Maintenance Services in accordance with any Service Levels specified in the Solution Pack or Addenda.

5.	Subcontracts					
5.1	Use of Subcontractors	5.1.1		The Parties agree that the Application Services may be provided by DXC, its Affiliates and/or subcontractors in DXC's sole discretion, provided that:		
			 DXC will remain responsible for the obligations performed by its Affiliates and subcontractors to the same extent as if such obligations were performed by DXC; and 			
			b.	DXC may only subcontract Material Application Services to Approved Subcontractors.		



6. Suspension

6.1	Suspension Rights	6.1.1	Without prejudice to DXC's rights and remedies under a Contract, Customer may suspend performance of Application Services under a Contract for up to 60 Business Days by providing at least 40 Business Days' prior written notice to DXC, specifying the commencement and expiry date of the suspension period (Suspension Period).		
		6.1.2		The Parties must take reasonable measures to mitigate costs arising from a suspension.	
		6.1.3	Customer must reimburse DXC for its costs incurred as a result of a suspension, including:		
			a.	any costs of DXC Personnel necessarily retained during the Suspension Period;	
			b.	any third party costs;	
			c.	any reasonable costs of reinstating the Application Services; and	
			 any other reasonable costs incurred by DXC as a result of, or in connection with, the suspension. 		
		6.1.4	ano Cor exe	If work does not resume on expiry of the Suspension Period, or ther date agreed by the Parties, either Party may terminate the relevant ntract for its convenience by written notice to the other Party. If Customer rcises its right to terminate under this clause, Customer must pay DXC applicable Termination Charges.	

7. Termination for Convenience

7.1 General

7.1.1

Subject to any minimum term commitment specified in a Contract, Customer may terminate the Application Services under a Contract for its convenience by giving DXC at least 3 months' prior written notice designating the effective date of termination.

- **7.1.2** If Customer terminates the Application Services under this clause 7.1, Customer must pay:
 - **a.** the Charges for Application Services due under that Contract up to the effective date of termination; and
 - **b.** the applicable Termination Charges for the terminated Application Services.
- **7.1.3** Termination of Application Services under a Contract does not automatically terminate any other Services under that Contract.
- **7.1.4** Customer may terminate a Solution Pack for Application Services for its convenience in accordance with the terms of that Solution Pack and this clause 7.1.



Summary of Termination for Convenience Process



8. Definitions

- 8.1.1 Defined terms used in this Module are defined in the Base Terms or in this clause 8.
- 8.1.2 In this Module:

Acceptance Test Plan: the written plan agreed between the Parties for conduct of acceptance of deliverables that specifies some or all the following:

- a. the deliverables to be tested, the tests to be conducted and the acceptance criteria to satisfy those tests;
- allocation of each Party's responsibilities in relation to testing;
- **c.** which Party is to provide the test environment and related resources;
- **d.** the methodology and process for conduct of the acceptance tests;
- e. a schedule for conducting acceptance tests.

Application Services: the application development services and Maintenance and Support Services described in the Solution Pack(s) related to this Module as listed in the applicable Execution Document that forms part of the Contract.

Approved Subcontractor: a subcontractor approved in writing by Customer to provide Material Application Services (including any subcontractor identified as an Approved Subcontractor in an Execution Document or Solution Pack).

Maintenance and Support Services: the services provided by DXC in accordance with clause 4 for Supported Software.

Material Application Services: any Application Services expressly identified as Material Application Services in a Contract.

Re-Performance Period: has the meaning set out in clause 3.1.1.

Service Commencement Date: the service commencement date set out in the Solution Pack or Execution Document or, if no such date is specified, the date on which the Application Services commence.

Supported Software: has the meaning set out in clause 4.1.1.

Support Term: has the meaning set out in clause 4.1.2b.

Suspension Period: has the meaning set out in clause 6.1.1.

Third Party Software: a software product supplied by a Third Party Supplier.

Third Party Supplier: an organization other than DXC or a DXC Affiliate who supplies Third Party Software.

Third Party Terms: in respect of Third Party Software, the Third Party Supplier's standard terms and conditions of the license or other agreement applicable to the use by Customer of Third Party Software.

Update: has the meaning set out in clause 4.2.1.





FastTrack Modular Contract

Cloud and SaaS Module (3.1.4)



Modular Contract A fair contract fast

Table of Contents

3 4
4
5
6
6
6
6
7
7





1. Cloud and SaaS Services

1.1 Supply of Cloud 1.1.1 and SaaS Services		1.1.1	DXC will provide Cloud and SaaS Services under a Contract to Service Recipients in accordance with the following Contract Documents:			
			a. the Contract's Execution Document;			
			 the Addenda identified as applicable to this Cloud and SaaS Module in the Contract's Execution Document; 			
			c. this Cloud and SaaS Module;			
			d. the Base Terms (and any Addenda applicable to the entire Contract);			
			e. Solution Packs identified as related to this Cloud and SaaS Module in the Contract's Execution Document (and any Addenda identified as applicable to those Solution Packs in the Contract's Execution Document); and			
			 the applicable supporting documents expressly referenced or incorporated in any of the above. 			
		1.1.2	The Parties acknowledge that this Cloud and SaaS Module only applies to the provision of Cloud and SaaS Services and does not apply to any other Services.			
		1.1.3	Customer acknowledges that the security services (if any) specified as being provided by DXC in a Solution Pack for Cloud and SaaS Services satisfy all of Customer's security requirements in respect of Cloud and SaaS Services.			
1.2	Service Commencement	1.2.1	Cloud and SaaS Services will commence on the Service Commencement Date.			
2.	Change Con	trol				
2.1	Customer Changes	2.1.1	To the extent permitted in a Solution Pack:			
			 Customer may request certain Contract Changes through the DXC designated portal or website (e.g. adjustments to capacity and addition of optional services); and 			
			b Customer may request operational shapped through the Operational			

b. Customer may request operational changes through the Operations Centre (e.g. changes to IP addresses or server reboots).

- **2.1.2** DXC may decline Customer's request for Contract Changes.
- 2.2 DXC Changes and 2.2.1 DXC may, in its sole discretion, modify: Notifications
 - **a.** the Cloud and SaaS Services;
 - b. Service Levels; or
 - **c.** any component, technology, policy, process or procedure used by DXC to provide the Cloud and SaaS Services,

in such circumstance and for such purpose as DXC deems appropriate (**DXC Change**).

2.2.2 PDXC will notify Customer of a DXC Change by:



- posting such notice and/or an updated Solution Pack in the DXCа designated website or portal(s) identified in the applicable Solution Pack: or providing such notice and/or updated Solution Pack by e-mail to the b. Customer Authorized Representative. 2.2.3 A DXC Change made in accordance with this clause 2.2 will automatically amend a Contract to the extent related to the provision of Cloud and SaaS Services. DXC may, by notice in writing, defer, alter or cancel any announced 2.2.4 DXC Change for any reason at any time. Unless specified otherwise in an Execution Document or a Solution 2.2.5 Pack and except in the circumstances described in clause 2.2.6. if a DXC Change eliminates or materially and adversely affects Cloud and SaaS Services provided to Customer, DXC will provide Customer with at least 12 months' prior written notice of the DXC Change. 2.2.6 If a DXC Change eliminates or materially and adversely affects Cloud and SaaS Services provided to Customer because of: a discontinuation of service or support by a DXC third party a. subcontractor; b. a change in Law or a regulatory change; or an urgent need to address a security issue, c. DXC will provide written notice of the DXC Change to Customer as soon as reasonably practical. •••• If DXC provides notice to Customer under clause 2.2.5 or 2.2.6, no later 2.2.7 than 90 days following receipt of such notice. Customer may terminate the affected Solution Pack for Cloud and SaaS Services for its convenience:
 - **a.** by giving written notice to DXC as required under clause 9 or the applicable Solution Pack prior to the change taking effect; and
 - **b.** without paying the applicable Termination Charges.

3. Service Levels and Service Credits

3.1 General

- **3.1.1** To the extent Service Levels are specified in a Solution Pack for Cloud and SaaS Services, such Services Levels will apply to those Cloud and SaaS Services with effect:
 - a. from the date specified in the Solution Pack; or
 - **b.** if no date is specified, from the Service Commencement Date.
- **3.1.2** To the extent Service Levels are specified in a Solution Pack, DXC will implement measurement and monitoring tools, metrics, and standard reporting procedures to the extent reasonably required to measure and report DXC's performance of the Cloud and SaaS Services against those Service Levels. The nature, extent and frequency of the reports to be provided to Customer (if any) will be as specified in the Solution Pack.
- **3.1.3** In the event of an unexcused failure to meet a Critical Service Level for Cloud and SaaS Services, any applicable Service Credit and earn back will be calculated and invoiced in accordance with the applicable Solution Pack. Service Credits (if any) will not exceed the Service Credit Cap.



- **3.1.4** If there is no payment mechanism provided for Service Credits set out in a Solution Pack, any Service Credits and earn backs will be included, to the extent practicable, on invoices for the month following that in which the Service Credit was incurred or earn back earned.
- **3.1.5** If Customer is entitled to terminate a Contract for material breach, Customer may seek damages up to the applicable limitation of liability (minus any Service Credits assessed or paid) and exercise any other available rights or remedies.

4. Access to Customer Data

4.1	Customer Rights and Responsibilities	4.1.1	Customer has the right to retrieve Customer Data stored in Cloud and SaaS Services in its usual format at any time during the Solution Pack Term.		
		4.1.2	Customer is responsible for:		
			a.	security of its systems (including all content on its systems);	
			b.	access to or use of Cloud and SaaS Services by Service Recipients and any third party to whom Customer gives such access or use;	
			C.	safely and securely transmitting Customer Data to Cloud and SaaS Services and managing Customer Data and any access to Customer Data;	
			d.	complying with terms of use for any software, content, service or website it loads, creates or accesses when using the Cloud and SaaS Services;	
			e.	securing rights and authorizations for the use of Customer Data with the Cloud and SaaS Services; and	
			f.	implementing appropriate disaster recovery and/or backup and restore services for adequate protection of Customer Data except to the extent such services are to be provided by DXC in accordance with a Solution Pack for Cloud and SaaS Services.	
4.2	DXC Access to Customer Data	4.2.1	the Clo	C will have access to Customer Data only where necessary to support IT systems, networks and other resources used by DXC to provide ud and SaaS Services. If DXC accesses Customer Data, DXC may use lisclose Customer Data only:	
		ä	a.	as authorized, directed, or permitted by Customer; or	
			b.	to investigate or help to prevent or mitigate security threats, fraud or other illegal, malicious, or unauthorized activity.	



5.	Compliance			
5.1	Regulatory Compliance Generallyprocess dat policies con any 'Accept applicable /5.1.2If there is a Cloud and S Services int governmen immediately	5.1.1	proces policies any 'Ac	stomer must not use Cloud and SaaS Services to, store, transmit or s data for any applications or uses prohibited by any applicable DXC s contained or referenced in the Contract including, without limitation, cceptable Use Policy' set out in the applicable Solution Pack or any ble Addenda.
		is any seizure or legal hold of any Customer Data stored within the and SaaS Services or any seizure or legal hold of Cloud and SaaS es infrastructure by Customer, its Affiliates, or a third party, including ment entities, via commercial, legal or other means, DXC will iately suspend provision of the Cloud and SaaS Services and will the to invoice Customer monthly for storage of such Customer Data:		
				r the remainder of the Contract Term, and during any additional priod for which DXC is compelled to retain that Customer Data; and
				the level of monthly Charges invoiced for the applicable storage ervices in the month immediately prior to the seizure or hold event.

6.	Third Party Software					
6.1	General	6.1.1	Customer must obtain and maintain sufficient rights to third party software provided by Service Recipients required for Service Recipients' use in connection with receipt of Cloud and SaaS Services and its related infrastructure.			
7.	DXC Softwa	re				

7.1	DXC Licenses	7.1.1	To the extent licenses granted to Customer under clause 7.4.2a of the Base Terms apply to DXC software and DXC Tools required for Service Recipients' receipt of Cloud and SaaS Services, those licenses may be extended to include a right for third parties to use Cloud and SaaS Services:	
			a. in DXC's sole discretion, not to be unreasonably withheld; and	
			 only to the extent those third parties are directly connected with that Service Recipient's use of Cloud and SaaS Services set out in the Contract. 	

8.	Subcontracts		
8.1	Use of Subcontractors	8.1.1	The Parties agree that the Cloud and SaaS Services may be provided by DXC, its Affiliates and/or subcontractors in DXC's sole discretion. DXC will remain responsible for the obligations performed by its Affiliates and

DXC.

subcontractors to the same extent as if such obligations were performed by

9.	Terminatio	n for C	onvenie	nce	
9.1	General	9.1.1	Customer ma its convenier	o any minimum term commitment ay terminate the Cloud and SaaS nee by giving DXC at least 20 Bus nating the effective date of termin	Services under a Contract for siness Days' prior written
		9.1.2	If Customer to Customer m	terminates the Cloud and SaaS S ust pay:	ervices under this clause 9.1,
				rges for Cloud and SaaS Service ffective date of termination; and	s due under that Contract up
			b. the appl Services	licable Termination Charges for th s.	ne terminated Cloud and SaaS
		9.1.3		of Cloud and SaaS Services under terminate any other Services un	
		9.1.4	Custome for its conver this clause 9	er may terminate a Solution Pack nience in accordance with the terr .1.	for Cloud and SaaS Services ns of that Solution Pack and
	Summary of Termin	ation for C	onvenience Pr	ocess	
(6				
	minimum	Contract Te	rm (if any)	at least 3	months
				Customer gives notice to DXC, specifying effective date of termination	Effective date of termination

10. Definitions

10.1.1 Defined terms used in this Module are defined in the Base Terms or in this clause 10.

10.1.2 In this Module:

Cloud and SaaS Services: Services described in the Solution Pack(s) related to this Module as listed in the Execution Document that forms part of the Contract.

Customer Authorized Representative: the person designated by Customer from time to time to make the necessary decisions on behalf of Customer.

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

DXC Change: has the meaning set out in clause 2.2.

Operations Centre: the center or tool that DXC provides to respond to inquiries regarding the Cloud and SaaS Services and receive reports of incidents submitted by Customer through the Customer Authorized Representative or Customer Technical Representatives.

Service Commencement Date:

- a. the service commencement date set out in the Solution Pack or Execution Document; or
- **b.** if no such date is specified, the date on which the Cloud and SaaS Services are declared by DXC as released for production use by Customer.

Service Credit Cap:

- a. the amount specified in the applicable Contract as the Service Credit cap for Cloud and SaaS Services; or
- **b.** if no Service Credit Cap for Cloud and SaaS Services is specified, 5% of the monthly Charges for Cloud and SaaS Services invoiced under the applicable Contract in the month in which the applicable Service Level failure requiring the payment of Service Credits occurred.





FastTrack Modular Contract

Professional Services Module (3.1.4)



Modular Contract A fair contract fast

Table of Contents

Professional Services	3
Acceptance of Deliverables	3
Performance	3
Subcontracts	4
Reporting	4
Termination	4
Definitions	5
	Acceptance of Deliverables Performance Subcontracts Reporting Termination





1. Professional Services 1.1 Supply of Professional Services 1.1 Supply of Professional Services Services 1.1.1 Supply of Professional Services under a Contract to Service Recipients in accordance with the following Contract Documents:

the Contract's Execution Document; a. b. the Addenda identified as applicable to this Professional Services Module in the Contract's Execution Document; this Professional Services Module: C d. the Base Terms (and any Addenda applicable to the entire Contract); Solution Packs identified as related to this Professional Services e. Module in the Contract's Execution Document (and any Addenda identified as applicable to those Solution Packs in the Contract's Execution Document); and f. the applicable supporting documents expressly referenced or incorporated in any of the above. 1.1.2 The Parties acknowledge that this Professional Services Module only applies to the provision of Professional Services and does not apply to any other Services. 1.2 Service 1.2.1 Professional Services will commence on the Service Commencement Date. Commencement

2. Acceptance of Deliverables

2.1	Acceptance	2.1.1	The acceptance procedure (if any) for deliverables to be provided in respect of Professional Services will be set out in the Solution Pack(s) detailing the deliverables.
		2.1.2	If no acceptance procedure for a deliverable is specified in a Contract, the deliverable will be deemed accepted on its receipt by Customer, provided that, in the case of a document (of any type or format), the deliverable contains, in all material respects, the applicable content specified in the Contract.

3. Performance

3.1 General

3.1.1 DXC will perform and deliver Professional Services in accordance with Good Industry Practice.

- **3.1.2** DXC will re-perform, at no additional charge to Customer, Professional Services not performed in accordance with Good Industry Practice, provided that DXC receives written notice from Customer of non-compliance within 30 days after such Professional Services were performed or delivered.
- **3.1.3** Subject to the clause 13 (Liability) of the Base Terms, to the maximum extent permitted by applicable Law, this clause 3 states DXC's entire liability for DXC's failure to perform and deliver Professional Services in accordance with Good Industry Practice.



Summary of Non-compliance Notification Procedure

	no more th	nan 30 days	DXC re-perfoms Services to meet Good Industry Practice
DXC commences Services	Customer identifies non- compliance with Good Industry Practice	Customer notifies DXC of non-compliance	

4. Subcontracts

4.1	Use of Subcontractors	4.1.1	The Parties agree that the Professional Services may be provided by DXC, its Affiliates and/or subcontractors in DXC's sole discretion. DXC will remain responsible for the obligations performed by its Affiliates and subcontractors to the same extent as if such obligations were performed by DXC.
_			

5. Reporting

5.1 General

5.1.1 D The nature, extent and frequency of reports to be provided to Customer (if any) will be as specified in the Solution Pack.

Termination 6. 6.1 Subject to any minimum term commitment specified in a Contract, General 6.1.1 Customer may terminate the Professional Services under a Contract for its convenience by giving DXC at least 20 Business Days' prior written notice designating the effective date of termination. 6.1.2 If Customer terminates the Professional Services under this clause 6.1, Customer must pay: the Charges for Professional Services due under that Contract up to a. the effective date of termination; and b. the applicable Termination Charges for the terminated Professional Services. Termination of Professional Services under a Contract does not 6.1.3 automatically terminate any other Services under that Contract. Customer may terminate a Solution Pack for Professional Services for 6.1.4 its convenience in accordance with the terms of that Solution Pack (if any) and this clause 6.1.



Summary of Termination for Convenience Process



7. Definitions

7.1.1 Defined terms used in this Module are defined in the Base Terms or in this clause 7.

7.1.2 In this Module:

Professional Services: Services (including consulting, training and other professional services) described in the Solution Pack(s) related to this Module as listed in the applicable Execution Document that forms part of the Contract.

Service Commencement Date: the service commencement date set out in the Solution Pack or Execution Document or, if no such date is specified, the date on which Professional Services commence.





FastTrack Modular Contract

Next Generation IT Services Module (3.1.4)



Modular Contract A fair contract fast

Table of Contents

Next Generation IT Services	3
Transition	3
Third Party Contractors	4
Acceptance of Deliverables	4
Change Control	6
Access to Customer Data	8
Compliance	8
Subcontracts	9
Termination for Convenience	9
Definitions1	0
	Next Generation IT Services Transition Third Party Contractors Acceptance of Deliverables Technology Evolution Change Control Service Levels and Service Credits Access to Customer Data Compliance Subcontracts Termination for Convenience





1. Next Generation IT Services

1.1	Supply of Next Generation IT	1.1.1	DXC will provide Next Generation IT Services under a Contract to Service Recipients in accordance with the following Contract Documents:		
	Services		a. the Contract's Execution Document;		
			 the Addenda identified as applicable to this Next Generation IT Services Module in the Contract's Execution Document; 		
			c. this Next Generation IT Services Module;		
			d. the Base Terms (and any Addenda applicable to the entire Contract);		
			e. Solution Packs identified as related to this Next Generation IT Services Module in the Contract's Execution Document (and any Addenda identified as applicable to those Solution Packs in the Contract's Execution Document); and		
			f. the applicable supporting documents expressly referenced or incorporated in any of the above.		
		1.1.2	The Parties acknowledge that this Next Generation IT Services Module only applies to the provision of Next Generation IT Services and does not apply to any other Services.		
		1.1.3	Customer acknowledges that the security services (if any) specified as being provided by DXC in a Solution Pack for Next Generation IT Services satisfy all of Customer's security requirements in respect of Next Generation IT Services.		
1.2	Service Commencement	1.2.1	Next Generation IT Services will commence on the Service Commencement Date.		
2.	Transition				
2. 2.1	Transition Responsibilities	2.1.1	Each Party's responsibilities for Transition of Next Generation IT Services (if any) under a Contract will be set out in any applicable Solution Pack(s) and Addenda for that Contract.		
	Transition	2.1.1 2.1.2	Services (if any) under a Contract will be set out in any applicable Solution		
	Transition		 Services (if any) under a Contract will be set out in any applicable Solution Pack(s) and Addenda for that Contract. Customer will provide DXC with general cooperation, information and access to facilities and staff as specified in a Contract and as otherwise reasonably requested by DXC to enable DXC to complete its Transition 		
2.1	Transition Responsibilities	2.1.2	 Services (if any) under a Contract will be set out in any applicable Solution Pack(s) and Addenda for that Contract. Customer will provide DXC with general cooperation, information and access to facilities and staff as specified in a Contract and as otherwise reasonably requested by DXC to enable DXC to complete its Transition responsibilities. In consideration for DXC performing its Transition responsibilities, Customer will pay to DXC any Charges for such Transition responsibilities specified in 		

subject to the General Cap and will not exceed the Liquidated Damages Cap for Next Generation IT Services.

- **2.3.3** DXC will earn back all Liquidated Damages paid or payable to Customer for Next Generation IT Services Critical Transition Milestones under a Contract if:
 - **a.** the final Critical Transition Milestone under that Contract is delivered by DXC on time; or
 - **b.** where not delivered on time, the failure to meet the final Critical Transition Milestone in all material respects is otherwise excused under clause 11.1.1 of the Base Terms.
- **2.3.4** Following the date of the final Critical Transition Milestone under a Contract, DXC may invoice the Customer for any earn back amounts owed to it under this clause 2.3.

3. Third Party Contractors

3.1	Cooperation	3.1.1	DXC will cooperate with Customer's other service providers at no additional cost:	
			a. as agreed in a Contract; and	
			b. as reasonably requested by Customer to allow the proper performance of services provided by such other service providers if such cooperation can reasonably be performed by DXC Personnel:	
				 assigned on a substantially full-time basis to deliver the Next Generation IT Services;
				ii. during their normal workday; and
			 iii. without derogation of their other duties. To the extent cooperation with Customer's other service providers excert the limits set out in clause 3.1.1b, DXC may elect to charge Customer for that cooperation: 	
		3.1.2		
				on a time and materials basis using the applicable rates set out in the Contract; or
			b.	if there is no applicable rate, at DXC's then standard commercial rates.

4. Acceptance of Deliverables

4.1	Applicability	4.1.1	Except as otherwise provided in the Acceptance Test Plan (if any) or a Solution Pack of a Contract, this clause sets out the procedure for acceptance of deliverables specified in that Contract.
4.2	Acceptance Criteria	4.2.1	The acceptance procedure set out in clause 4.3 will only apply to deliverables for which acceptance criteria are specified in the applicable Acceptance Test Plan or Solution Pack.
		4.2.2	To the extent practicable, acceptance criteria must be objective, measurable and enable repeatable tests based upon Customer's anticipated use of the relevant deliverable.
		4.2.3	If no acceptance criteria for a deliverable are specified in a Contract, the deliverable will be deemed accepted on its receipt by Customer, provided



				the case of a document (of any type or format), the deliverable ns, in all material respects, the applicable content specified in the ct.	
4.3	Acceptance Procedure	4.3.1	Before notifying Customer that a deliverable is ready for review, DXC will satisfy itself that the deliverable meets all the applicable acceptance criteria specified in the applicable Acceptance Test Plan or Solution Pack all material respects.		
		4.3.2	Custon accord Within	After DXC gives notice that a deliverable is ready for review, ner must review that deliverable and perform any acceptance tests in ance with the applicable Acceptance Test Plan or Solution Pack. 5 Business Days of receipt of a deliverable for review, Customer rovide written notice to DXC that:	
				the acceptance criteria have been met in all material respects, the eliverable is accepted; or	
			b. ot	herwise:	
			i.	the deliverable is accepted, subject to any work-around agreed with DXC;	
			ii.	the requirement for acceptance testing of that deliverable is waived; or	
			iii.	• the deliverable is not accepted, because the acceptance criteria for the deliverable have not been met in all material respects.	
		4.3.3	If Customer provides written notice under clause 4.3.2b.iii that a deliverable is not accepted:		
				Customer must provide sufficient detail in its notice to permit DXC reasonably understand:	
			i.	which acceptance criteria were not met;	
			ii.	why Customer considers such acceptance criteria were not met; and	
			iii.	what changes need to be made for the deliverable to meet such identified acceptance criteria; and	
			re co pe	bject to receipt of a notice as set out in clause 4.3.3a, DXC will medy the defects identified at DXC's expense and resubmit the prected deliverable for further acceptance testing within a reasonable eriod (in which case clauses 4.3 and 4.4 will apply following submission).	
		4.3.4	with cla under o	If a deliverable has failed acceptance testing on at least two ons, in addition to providing a written notice to DXC in accordance ause 4.3.2b.iii, the Customer may elect to issue a Dispute Notice clause 16.1.2 of the Base Terms to seek to resolve the matter it limiting any other remedy).	





- **b.** the date Customer begins to use the deliverable other than as part of a review or testing for acceptance purposes under this clause; and
- **c.** if Customer fails to provide written notice within the period set out in clause 4.3.2, the date at the end of that period.

5. Technology Evolution 5.1 General 5.1.1 The Next Generation IT Services include: a. normal, evolutionary changes in methods, processes and technologies which DXC introduces from time to time, without additional charges, in the normal course of its business generally; and b. scheduled refresh and upgrades specified in a Contract. 5.1.2 All other changes must be authorized under clause 5 (Contract Changes) of the Base Terms and clause 6 below.

6. Change Control

6.1	Customer Changes	6.1.1	 To the extent permitted in a Solution Pack: a. Customer may request certain Contract Changes through the DXC designated portal or website (e.g. adjustments to capacity and addition of optional services); and b. Customer may request operational changes through the Operations Centre (e.g. changes to IP addresses or server reboots). 	
		6.1.2	DXC may decline Customer's request for Contract Changes.	
6.2	DXC Changes and Notifications	a b c ir	DXC may, in its sole discretion, modify:	
	Notifications		a. the Next Generation IT Services;	
			b. Service Levels; or	
			c. any component, technology, policy, process or procedure used by DXC to provide the Next Generation IT Services,	
			in such circumstance and for such purpose as DXC deems appropriate (DXC Change).	



6.2.2	DXC will notify Customer of a DXC Change by:							
	a. posting such notice and/or an updated Solution Pack in the DXC- designated website or portal(s) identified in the applicable Solution Pack; or							
	b. Providing such notice and/or updated Solution Pack by e-mail to the Customer Authorized Representative.							
6.2.3	A DXC Change made in accordance with this clause 6.2 will automatically amend a Contract to the extent related to the provision of Next Generation IT Services.							
6.2.4	DXC may, by notice in writing, defer, alter or cancel any announced DXC Change for any reason at any time.							
6.2.5	Unless specified otherwise in an Execution Document or a Solution Pack and except in the circumstances described in clause 6.2.6, if a DXC Change eliminates or materially and adversely affects Next Generation IT Services provided to Customer, DXC will provide Customer with at least 12 months' prior written notice of the DXC Change.							
6.2.6	If a DXC Change eliminates or materially and adversely affects Next Generation IT Services provided to Customer because of:							
	 a discontinuation of service or support by a DXC third party subcontractor; 							
	b. a change in Law or a regulatory change; or							
	c. an urgent need to address a security issue,							
	DXC will provide written notice of the DXC Change to Customer as soon as reasonably practical.							
6.2.7	If DXC provides notice to Customer under clause 6.2.5 or 6.2.6, no later than 90 days following receipt of such notice, Customer may terminate the affected Solution Pack for Next Generation IT Services for its convenience:							
	a. by giving written notice to DXC as required under clause 11 or the applicable Solution Pack prior to the change taking effect; and							

b. without paying the applicable Termination Charges.

7. Service Levels and Service Credits

7.1 General

7.1.1 To the extent Service Levels are specified in a Solution Pack for Next Generation IT Services, such Service Levels will apply to those Next Generation IT Services with effect:

- a. from the date specified in the Solution Pack; or
- **b.** if no date is specified, from the Service Commencement Date.
- **7.1.2** To the extent Service Levels are specified in a Solution Pack, DXC will implement measurement and monitoring tools, metrics, and standard reporting procedures to the extent reasonably required to measure and report DXC's performance of the Next Generation IT Services against those Service Levels. The nature, extent and frequency of the reports to be provided to Customer (if any) will be as specified in the Solution Pack.



- **7.1.3** In the event of an unexcused failure to meet a Critical Service Level for Next Generation IT Services, any applicable Service Credit and earn back will be calculated and invoiced in accordance with the applicable Solution Pack. Service Credits (if any) will not exceed the Service Credit Cap.
- **7.1.4** If there is no payment mechanism provided for Service Credits set out in a Solution Pack, any Service Credits and earn backs will be included, to the extent practicable, on invoices for the month following that in which the Service Credit was incurred or earn back earned.
- **7.1.5** If Customer is entitled to terminate a Contract for material breach, Customer may seek damages up to the applicable limitation of liability (minus any Service Credits assessed or paid) and exercise any other available rights or remedies.

8. Access to Customer Data

8.1	Customer Rights and	8.1.1	Customer has the right to retrieve Customer Data stored in Next Generation IT Services in its usual format at any time during the Solution Pack Term.			
	Responsibilities	8.1.2 Cu a. b. c. d.	Cus	Customer is responsible for:		
			a.	security of its systems (including all content on its systems);		
			b.	access to or use of Next Generation IT Services by Service Recipients and any third party to whom Customer gives such access or use;		
			C.	safely and securely transmitting Customer Data to Next Generation IT Services and managing Customer Data and any access to Customer Data;		
			d.	complying with terms of use for any software, content, service or website it loads, creates or accesses when using the Next Generation IT Services;		
			e.	securing rights and authorizations for the use of Customer Data with the Next Generation IT Services; and		
			f.	implementing appropriate disaster recovery and/or backup and restore services for adequate protection of Customer Data except to the extent such services are to be provided by DXC in accordance with a Solution Pack for Next Generation IT Services.		

9. Compliance

9.1	Legal and Regulatory Compliance Generally	9.1.1	Customer must not use Next Generation IT Services to, store, transmit or process data for any applications or uses prohibited by any applicable DXC policies contained or referenced in the Contract including, without limitation, any 'Acceptable Use Policy' set out in the applicable Solution Pack or any applicable Addenda.
		9.1.2	If there is any seizure or legal hold of any Customer Data stored within the Next Generation IT Services or any seizure or legal hold of Next Generation IT 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 Next Generation IT Services and will continue to invoice Customer monthly for storage of such Customer Data:



- **a.** for the remainder of the Contract Term, and during any additional period for which DXC is compelled to retain that Customer Data; and
- **b.** at the level of monthly Charges invoiced for the applicable storage Services in the month immediately prior to the seizure or hold event.

10. Subcontracts

10.1	Use of Subcontractors	10.1.1	The Parties agree that the Next Generation IT Services may be provided by DXC, its Affiliates and/or subcontractors in DXC's sole discretion. DXC will remain responsible for the obligations performed by its Affiliates and subcontractors to the same extent as if such obligations were performed by DXC.
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11. Termination for Convenience

11.1 General 11.1.1	Subject to any minimum term commitment specified in a Contract, Customer may terminate the Next Generation IT Services under a Contract for its convenience by giving DXC at least 3 months' prior written notice designating the effective date of termination		
11.1.2	If Customer terminates the Next Generation IT Services under this clause 11.1, Customer must pay:		
	 a. the Charges for Next Generation IT Services due under that Contract up to the effective date of termination; and b. the applicable Termination Charges for the terminated Next Generation IT Services. 		
11.1.3	Termination of Next Generation IT Services under a Contract does not automatically terminate any other Services under that Contract.		
11.1.4	4 Customer may terminate a Solution Pack for Next Generation IT Services for its convenience in accordance with the terms of that Solution Pack and this clause 11.1.		
Summary of Termination for Convenience Process			

8			
	minimum Contract Term (if any)	at least 3 months	
		A	▲
		Customer gives notice to DXC, specifying effective date of termination	Effective date of termination



12. Definitions

12.1.1 Defined terms used in this Module are defined in the Base Terms or in this clause 12.

12.1.2 In this Module:

Acceptance Test Plan: the written plan agreed between the Parties for conduct of acceptance of deliverables that specifies some or all the following:

- **a.** the deliverables to be tested, the tests to be conducted and the acceptance criteria to satisfy those tests;
- allocation of each Party's responsibilities in relation to testing;
- **c.** which Party is to provide the test environment and related resources;
- **d.** the methodology and process for conduct of the acceptance tests;
- e. a schedule for conducting acceptance tests.

Critical Transition Milestone: a milestone identified as a critical Transition milestone in a Contract.

Customer Authorized Representative: the person designated by Customer from time to time to make the necessary decisions on behalf of the Customer.

Customer Technical Representative: a person designated by Customer who may contact the Operations Centre concerning operational matters relating to Next Generation IT Services.

DXC Change: has the meaning set out in clause 6.2.

Liquidated Damages Cap:

- a. the amount specified in the applicable Contact as the Liquidated Damages cap for Next Generation IT Services; or
- b. if no Liquidated Damages Cap for Next Generation IT Services is specified, 5% of the sum of the Charges for Critical Transition Milestones for Next Generation IT Services under that Contract.

Operations Centre: the center or tool that DXC provides to respond to inquiries regarding the Next Generation IT Services and receive reports of incidents submitted by Customer through the Customer Authorized Representative or Customer Technical Representatives.

Next Generation IT Services: Services (including cloud hosted managed IT services) described in the Solution Pack(s) related to this Module as listed in the applicable Execution Document that forms part of the Contract.

Service Commencement Date: the service commencement date set out in the Solution Pack or Execution Document; or, if no such date is specified:

- **a.** the date on which Transition activities are completed in accordance with clause 2;
- b. otherwise, the date on which the Next Generation IT Services are declared by DXC as released for production use by Customer.

Service Credit Cap:

- a. the amount specified in the applicable Contract as the Service Credit cap for Next Generation IT Services; or
- b. if no Service Credit Cap for Next Generation IT Services is specified, 5% of the monthly Charges for Next Generation IT Services invoiced under the applicable Contract in the month in which the applicable Service Level failure requiring the payment of Service Credits occurred.

Transition: those services required to implement and establish the Next Generation IT Services prior to the Service Commencement Date which may include implementation, commissioning, onboarding, or other similar services.





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About DXC Technology

DXC Technology (NYSE: DXC) helps global companies run their mission critical systems and operations while modernizing IT, optimizing data architectures, and ensuring security and scalability across public, private and hybrid clouds. The world's largest companies and public sector organizations trust DXC to deploy services across the Enterprise Technology Stack to drive new levels of performance, competitiveness, and customer experience. Learn more about how we deliver excellence for our customers and colleagues at DXC.com.

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