

**DXC
TECHNOLOGY**

G-CLOUD 15

SUPPLIER TERMS





DXC Technology

UK Privacy Laws Addendum

(3.1.6)

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1 Personal Information Protection

1.1	How this Addendum applies	1.1.1	Supplier will Process Buyer Personal Information of Data Subjects who are: (i) located in; or (ii) citizens of the United Kingdom of Great Britain and Northern Ireland (UK) in accordance with the provisions set forth in the Contract and this UK Privacy Laws Addendum.
		1.1.2	Capitalized terms used in this UK Privacy Laws Addendum not otherwise defined in the Contract or this Addendum will have the meaning as defined by applicable Privacy Laws.
		1.1.3	The Parties will comply with all applicable Privacy Laws.
		1.1.4	To the extent Supplier is acting as a Data Processor and Buyer is acting as a Data Controller, this clause 1 sets out the terms and conditions for the Processing of Personal Information by Supplier on behalf of Buyer for the purpose of providing the Services.
		1.1.5	The details of the respective Personal Information Processing carried out by Supplier are set out in clauses 3 to 8 (inclusive) of this UK Privacy Laws Addendum and in the applicable Contract.
1.2	Supplier Responsibilities	1.2.1	In its role as Data Processor, and only to the extent required by the applicable Privacy Laws, Supplier will: a. Process Personal Information in accordance with Buyer's written instructions. At the time of signing a Contract, the written instructions given by Buyer to Supplier are deemed to be included in the relevant Contract. Any amendments to Buyer's instructions will be carried out in accordance with the change control procedure set out in the Contract; b. maintain appropriate technical and organizational security measures to protect Personal Information Processed by Supplier on Buyer's behalf against unauthorized or unlawful Processing of such Personal Information, and against accidental loss or destruction of, or damage to, that Personal Information; c. have its employees use the Personal Information solely for the purposes of providing the Services and respect and maintain the confidentiality and security of the Personal Information; d. not disclose the Personal Information to any other legal or natural person except where there is a legal or regulatory obligation to do so, or Supplier is otherwise authorized or required to do so in a Contract; e. assist Buyer with obligations to respond to requests relating to the exercise of Data Subject rights or from the UK Information Commissioner (UK ICO) and will carry out data protection impact assessments as required by applicable Privacy Laws (at Buyer's cost and expense); f. notify Buyer without undue delay after becoming aware of any Personal Information Breach and shall provide reasonable information in its possession to assist Buyer to meet Buyer's obligations to report a Personal Information Breach as required under Privacy Laws. Supplier may provide such information in phases as it becomes available. Such notification shall not be interpreted or construed as an admission of fault or liability by Supplier;

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- g. keep records of Processing in accordance with applicable Privacy Laws and as necessary to demonstrate compliance and, upon Buyer's request make available such records in reasonable time;
 - h. ensure that subcontractors Processing Personal Information (**Sub-Processor**) comply with obligations no less protective than the terms set out in this clause 1. Supplier will have the right to appoint a new Sub-Processor if Buyer is given at least 60 days' prior written notice of such appointment and Buyer does not legitimately object to the new Sub-Processor within that timeframe. Legitimate objections must contain reasonable and documented grounds relating to a Sub-Processor's non-compliance with the Privacy Laws. Supplier will remain fully liable to Buyer for the performance of a Sub-Processor's obligations under these Personal Information protection terms;
 - i. transfer any Personal Information Processed on behalf of Buyer to a country outside the UK ('restricted transfer') only under the below agreed mechanisms:
 - i. the transfer is to a country covered by the UK 'adequacy regulations', including but not limited to the European Economic Area (EEA) and other countries, territories and sectors, approved by the UK ICO as providing an adequate level of protection for Personal Information (Adequate Country);
 - ii. the transfer is made pursuant to Supplier's Intra Group Data Protection and Transfer Agreement (**IGDTA**). An overview of the IGDTA legal principles is provided in Attachment 1 to this Addendum;
 - iii. the transfer is made pursuant to the UK International Data Transfer Agreement (**UK IDTA**). Additional information on the UK IDTA is provided in Attachment 2 to this Addendum; or
 - iv. the transfer is based upon another legal data transfer mechanism.

1.2.2 Should any transfer mechanism be found invalid by the UK ICO, the Parties will agree on an alternative transfer mechanism;

- a. subject to the audit provisions set out in the Contract, allow audits by Buyer related to the Services to demonstrate Supplier's compliance with obligations set out in this UK Privacy Laws Addendum and the applicable Privacy Laws. If Supplier provides proof of an appropriate implementation of the applicable Privacy Laws as provided for in clause 1.2.1g such audits will be limited to random sampling only. Buyer agrees to exercise any right it may have to conduct an audit or inspection of a Supplier Sub-Processor by instructing Supplier to carry out the audit on behalf and at the cost of the Buyer or to provide other sufficient evidence of that Sub-Processor's compliance with the applicable Privacy Laws, such as certificates, audit summary reports, or similar; and
 - b. upon termination of a Contract and at the choice of Buyer, Supplier will destroy or return all Personal Information to Buyer subject to the provisions of clause 8 (Confidentiality) of the Base Terms and delete existing copies held after the end of Processing, except where Supplier is required by Law to maintain certain Personal Information in which case Supplier
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confirms it will continue to protect the Personal Information in accordance with the obligations specified in this Addendum.

1.3	Consents and Authorizations for Buyer provided Personal Information	1.3.1	As a Data Controller, Buyer confirms that it has obtained all necessary consents and authorizations for the lawful Processing of Personal Information by Supplier, Supplier Affiliates, and Supplier subcontractors, before providing Personal Information to Supplier.
		1.3.2	Buyer hereby authorizes Supplier, Supplier Affiliates, and Supplier subcontractors to collect, use, store and transfer the Personal Information that Buyer provides to Supplier for the purpose of performing Supplier's obligations under a Contract.

2 Definitions

2.1	General	2.1.1	Data Controller means a person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any Personal Information is, or is to be, Processed.
		2.1.2	Data Processor means a person (other than an employee of the Data Controller) who Processes the Personal Information on behalf of the Data Controller.
		2.1.3	Data Subject means a living individual to which Personal Information pertains.
		2.1.4	Personal Information Breach means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Information transmitted, stored or otherwise Processed by Supplier.
		2.1.5	Personal Information means data which relates to a living individual who is identified or can be identified: a. from that data; or b. from that data and other information, which is in the possession of, or is likely to come into the possession of the Data Controller.
		2.1.6	Personal Information includes any expression of opinion about the individual and any indication of the intentions of the Data Controller or any other person in respect of the individual.
		2.1.7	Privacy Laws for purposes of Processing of Personal Information relating to Data Subjects who are: (i) located in; or (ii) citizens of the United Kingdom, means any laws in force from time to time relating to data protection, privacy, confidentiality, or security, including, but not limited to the UK General Data Protection Regulation (UK GDPR), adapted to the UK Data Protection Act 2018, any regulations and legislation which amends, re-enacts or replaces the UK GDPR, and any amendments thereto.
		2.1.8	UK International Data Transfer Agreement (UK IDTA) means the International Data Transfer Agreement, approved and updated by the Information Commissioner from time to time, which shall apply solely in respect of the transfer of Personal Data from the United Kingdom ("UK") to third countries that have not been declared 'adequate' by the UK Secretary of State.

3 Purpose of Processing

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| 3.1 | General | 3.1.1 | Supplier will Process Buyer Personal Information for the following specific purposes as part of the Services set out in the Contract to which this UK Privacy Laws Addendum is attached: <ul style="list-style-type: none">a. As agreed under a Contract. |
|-----|---------|-------|---|

4 Categories of Data Subject

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|-----|---------|-------|--|
| 4.1 | General | 4.1.1 | Personal Information for the following specific categories of Buyer Data Subject may be Processed by Supplier as part of the Services set out in the Contract to which this UK Privacy Laws Addendum is attached: <ul style="list-style-type: none">a. As agreed under a Contract. |
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5 Categories of Personal Information

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| 5.1 | General | 5.1.1 | The following specific categories of Personal Information may be Processed by Supplier as part of the Services set out in the Contract to which this UK Privacy Laws Addendum is attached: <ul style="list-style-type: none">a. As agreed under a Contract. |
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6 Security Measures

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| 6.1 | General | 6.1.1 | Supplier will provide the following security measures for Buyer Personal Information Processed as part of the Services set out in the Contract to which this UK Privacy Laws Addendum is attached: <ul style="list-style-type: none">a. https://dxc.com/content/dam/dxc/projects/dxc-com/us/pdfs/privacy/Supplier_Technology_TOMs.pdf |
|-----|---------|-------|---|

7 Sub-Processors

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| 7.1 | General | 7.1.1 | The following Sub-Processors will be appointed to Process Buyer Personal Information in provision of the Services set out in the Contract to which this UK Privacy Laws Addendum is attached: <ul style="list-style-type: none">a. As agreed under a Contract. |
|-----|---------|-------|--|

8 Duration of the Processing

8.1 General**8.1.1**

Buyer Personal Information set out in this Addendum will be Processed for as long as is necessary for Supplier to provide the Services set out in the Contract.

Attachment 1 - IGDTA Legal Principles

1.1 General

- 1.1.1 Additional information on Supplier's Processing of Buyer Personal Information can be found in the 'Supplier Enterprise Privacy Statement' at: <https://www.dxc.technology/privacy>
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1.2 Approach

1.2.1 Objective

- a. In establishing the IGDTA, Supplier's objective was to provide an adequate level of protection for Personal Information in transfer as required by numerous international privacy laws;
- b. The IGDTA is intentionally all-inclusive related to Personal Information transfers and designed to:
 - i) universally support Supplier's compliant transfer of Personal Information in line with the Privacy laws;
 - ii) eliminate the need to implement separate, stand-alone data transfer agreements, such as the UK International Data Transfer Agreement, between each Supplier entity and their customers; and
 - iii) simplify the way to address the need for a written contract between exporters and importers of Personal Information which includes a cross-border transfer of that Personal Information.
- c. A copy of the IGDTA is available upon request from the Supplier Buyer representative or from the Supplier Privacy Office at privacy@dxc.com

1.2.2 Scope

- a. The IGDTA, as amended from time to time, is designed to address transfer of Personal Information from the UK ('restricted transfer') to a country, territory or organization, that is not considered an Adequate Country.

1.2.3 Covered Entities

- a. The IGDTA is open to be joined by Supplier and Supplier Affiliates.
 - b. The IGDTA is not intended to offer non-Supplier companies, such as Service Recipients or third party suppliers, access to join the IGDTA.
 - c. The IGDTA will cover onward transfers of Personal Information initiated under that Supplier contract from the Supplier contracting entity based in the UK to other Supplier entities who are signatories to the IGDTA and thereby provide a contractually committed level of protection for the transferred Personal Information between Supplier entities who have signed the IGDTA.
 - d. Schedules 1 and 8 to the IGDTA provides a list of Supplier entities that have signed the IGDTA. The list includes over 350 Supplier entities including all major Supplier group companies, their respective data centers and delivery centres worldwide. The Supplier Privacy Office is responsible to maintain and keep Schedules 1 and 8 up to date. The Supplier Privacy Office is responsible to ensure all entities who have joined the IGDTA abide by the principles set out in this Attachment 1 and the IGDTA contractual obligations for the duration of any transfers of Personal Information required under a Buyer contract. A current version of Schedules 1 and 5 to the IGDTA can be requested from the Supplier Privacy Office (privacy@dxc.com).
 - e. The IGDTA is designed to be a "back-to-back" agreement, i.e. all entities signed up to the IGDTA can operate as a data exporter as well as a data importer, and as Data Controller or Data Processor (as these terms are defined in the applicable laws), even simultaneously, as the case may require.
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1.3 Governance

1.3.1 Applicability

- a. Supplier has implemented appropriate processes and controls to verify and ensure the IGDTA covers the contractual services and related transfers of Personal Information prior to the data transfer and processing by the Supplier data importer.
- b. This is accomplished through a comprehensive privacy impact analysis as it relates to Supplier Personal Information or Buyer Personal Information, via written instructions incorporated in the Buyer contract.
- c. If and where required, Supplier may make reasonable updates and additions to the IGDTA as Supplier deems to be required. However, any amendments will not lower the level of protection and shall always address the requirements deriving from the applicable Privacy Laws.
- d. Under certain circumstances, Supplier may, in its sole discretion, implement and execute a separate stand-alone Personal Information transfer agreement instead of relying on the IGDTA.

1.3.2 Maintenance

- a. The Supplier Legal department manages and maintains the IGDTA. To do this in an effective manner, Supplier has assigned its General Counsel as its delegated authority to sign the IGDTA and related documents on behalf of every Supplier entity that has joined the IGDTA. Therefore, every entity that intends to join the IGDTA has signed a 'Power of Attorney', duly executed and notarized where required, prior to joining the IGDTA.
- b. Further Supplier entities will join the IGDTA by following the appropriate joining process, including completing and signing the applicable annexes.

1.3.3 Change Control

- a. Changes to the IGDTA and related documents must be submitted to and approved by the Supplier Privacy Office which will determine the impact of the proposed change and ensure it does not create adverse effects on any existing contractual commitments and legal obligations.

1.3.4 Dispute Resolution

- a. Supplier's primary position is to rely on the IGDTA for purposes of Personal Information transfers between Supplier Affiliates to reduce efforts and time required to execute legally required Personal Information transfer agreements.
 - b. Supplier requests Buyer to agree to this approach through providing the IGDTA legal principles set out in this Attachment 1 and, upon written request, Supplier will provide Buyer a full copy of the IGDTA for review.
 - c. If Buyer raises reasonable concerns with the IGDTA approach, the Parties will work in good faith to agree a practical resolution to address both Parties' reasonable needs.
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Attachment 2 - UK IDT Agreement

2.1 General

- 2.1.1 In accordance with Section 1.2.1i, The Parties agree to adopt and adhere to the UK IDTA approved by the UK Information Commissioner's Office and which are available at <https://ico.org.uk/media/for-organisations/documents/4019538/international-data-transfer-agreement.pdf> and any amendments thereto.
- 2.1.2 The UK IDTA, as amended from time to time, are incorporated by reference within this Addendum.

2.2 Approach

2.2.1 Objective

The Parties agree upon the following specifications to the UK IDTA to the extent necessary to complete the UK IDTA:

1. In respect of Part 1 – Table 1 of the UK IDTA, the following shall apply:
 - (a) "Start date": the Effective Date of the Contract.
 - (b) "Parties' details": as set in the Contract;
 - (c) "Key Contact": the key contact details for the Parties are set out in the Contract.
 - (d) "Importer Data Subject Contact": the importer data subject contact is set out in the Contract.
 - (e) "Signatures confirming each Party agrees to be bound by this IDTA": the signature parties set out in the Contract.
2. In respect to Part 1 – Table 2 of the UK IDTA, the following shall apply:
 - (a) "UK country's law that governs the IDTA" – England and Wales
 - (b) "Primary place for legal claims to be made by the Parties" – England and Wales
 - (c) "The status of the Exporter": In relation to the Processing of the Transferred Data the Exporter is the Controller
 - (d) "The status of the Importer": In relation to the Processing of the Transferred Data the Importer is the Exporter's Processor or Sub-Processor
 - (e) "Whether UK GDPR applies to the Importer": UK GDPR applies to the Importer's Processing of the Transferred Data
 - (f) "Linked Agreement"

Name of agreement: [to be completed]

Date of agreement: [to be completed]

Parties to the agreement: [to be completed]

Reference (if any): [to be completed]

(g) "Term": The Importer may Process the Transferred Data for the period for which the Linked Agreement is in force.

(h) "Ending the IDTA before the end of the Term": the Parties cannot end the IDTA before the end of the Term unless there is a breach of the IDTA or the Parties agree in writing

(i) "Ending the IDTA when the Approved IDTA changes": Which Parties may end the IDTA as set out in Section 29.2 of the UK IDTA: Exporter

(j) "Can the Importer make further transfers of the Transferred Data?": The Importer MAY transfer on the Transferred Data to another organization or person (who is a different legal entity) in accordance with Section 16.1 (Transferring on the Transferred Data) of the UK IDTA.

(k) "Specific restrictions when the Importer may transfer on the Transferred Data": The Importer MAY ONLY forward the Transferred Data in accordance with Section 16.1 to the authorised receivers (or the categories of authorised receivers) set out in Section 7 of this Addendum

(l) "Review Dates": each time there is a change to the Transferred Data, Purposes, Importer Information, TRA or risk assessment

3. In respect of Part 1 – Table 3 of the UK IDTA, the following shall apply:
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- (a) “Transferred Data”: The personal data to be sent to the Importer under this IDTA consists of the categories of Transferred Data will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section 5.3 of the UK IDTA.
 - (b) Special Categories of Personal Data and criminal convictions and offences: set out in Section 4 above of this Addendum. The categories of special category and criminal records data will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section 5.3 of the UK IDTA.
 - (c) “Relevant Data Subjects”: The Data Subjects of the Transferred Data are: The categories of Data Subjects will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section 5.3 of the UK IDTA.
 - (d) “Purpose: set out in Section 3 above of this Addendum. The purposes will NOT update automatically if the information is updated in the Linked Agreement referred to. The Parties must agree a change under Section 5.3 of the UK IDTA.
- 4. In respect to Part 1 – Table 4 of the UK IDTA, the following shall apply: “Security Requirements”: the relevant security provisions and measures shall be the same as those set out in Section 6 above and the Addendum.
 - 5. In respect to Part 2: “Extra Protection Clauses”
[to be completed if applicable]
 - 6. In respect to Part 3: “Commercial Clauses”
[to be completed if applicable]
 - 7. Finally. In relation to Part 4: “Mandatory Clauses” – each party must not change the Mandatory Clauses as set out in the Approved IDTA, except only under Section 5 of the UK IDTA.
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DXC Technology

Acceptable Use Policy

(3.1.4)

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1. Overview

1.1	How this policy applies	1.1.1	 All capitalized terms used in this Acceptable Use Policy (AUP or Policy) are defined in the applicable Call-Off Contract and/or this Policy.
		1.1.2	This Policy describes prohibited uses of the Services, including use of any portal to which Buyer and/or its end users have access when using the Services (Portal).
		1.1.3	 The examples described in clauses 3 to 5 (inclusive) of this Policy are not exhaustive and Supplier may modify this Policy in accordance with the terms of the Call-Off Contract.
1.2	Buyer Responsibilities	1.2.1	Buyer will, and will ensure Buyer Users, use the Services in an ethical, legal, authorized, and otherwise proper manner. Any illegal, unauthorized, or improper use of the Services could be harmful to Supplier, its licensors, its Buyers, its suppliers, the technological integrity of its infrastructure, the Services or other services, or may otherwise damage Supplier's reputation.
		1.2.2	Buyer is solely responsible for violations of this Policy by Buyer and Buyer Users, and anyone using the Services on its behalf, including Buyer's personnel, whether or not authorized by Buyer.
1.3	Suspension or Termination	1.3.1	Supplier, in its sole discretion, may suspend or terminate some or all of Buyer's use of the Services if Buyer violates this Policy or permits others to do so. Supplier may also suspend Buyer's use of the Services if: a. Supplier reasonably believes suspension is necessary to protect Supplier's network, systems, operations or other Supplier customers or users; or b. suspension is required by Law.
		1.3.2	 Supplier will provide written notice upon suspension or termination and will use commercial reasonable efforts to provide 5 Working Days' advance written notice including particulars of the violation.
		1.3.3	If Supplier suspends the Services for any of the reasons stated in this Policy, the Parties will cooperate to identify and rectify issues so that Services may be restored as soon as reasonably possible.
		1.3.4	Supplier's suspension of Services under this Policy does not relieve Buyer of its obligation to pay the applicable Charges.

2. Obligation to Report

2.1 General

- 2.1.1**  If Buyer becomes aware of any violation of this Policy by it, Buyer Users, or anyone using the Services on its behalf, Buyer must notify Supplier without undue delay and cooperate in any efforts to stop or remedy the violation. To report any such violation or suspicion of such violation, Buyer must contact the Supplier Authorised Representative or, in such Authorised Representative's absence, the operations center desk or service desk.
- 2.1.2** Supplier may investigate any violation, or suspected violation, of this Policy or misuse or suspected misuse of the Services or a Portal.
- 2.1.3** Supplier may deem it necessary to report any activity that it suspects violates any Law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties and will advise Buyer of such reporting if permitted to do so. Such reporting may include disclosing appropriate Buyer data, network and systems information related to violations or alleged violations of this Policy or misuse of the Services or a Portal.
- 2.1.4** Supplier may cooperate with appropriate public agencies or other appropriate third parties to assist with the investigation and prosecution of illegal conduct related to violations, or alleged violations, of this Policy.

3. No Illegal, Harmful, or Offensive Usage or Content

3.1 General

- 3.1.1**  Buyer must use the Services only in accordance with the terms of the applicable Call-Off Contract and with all applicable Laws and regulations in all relevant jurisdictions.
- 3.1.2** Services are not intended, and Buyer must not use the Services, to store, transmit or process data for any applications or uses that involve implementation or provision of regulated network and/or telecommunications services or in ways that would impose additional regulatory or other legal obligations upon Supplier (for example, by subjecting Supplier to regulations that apply to Buyer's industry) unless the Buyer and Supplier have expressly agreed to do so in writing.
- 3.1.3** Buyer must not use, or encourage, promote, facilitate, or instruct others to use, the Services for any use that is illegal, harmful, or offensive, or to transmit, store, or otherwise make available any content that is illegal, harmful, or offensive. These prohibited activities and content include:
- a.** illegal activities, including disseminating, promoting or facilitating pornography, or any activity that breaches, or is likely to breach, any applicable Laws or regulations including Data Protection Legislation;
 - b.** any offensive content that is defamatory, obscene, deceptive, abusive, an invasion of privacy, objectionable or otherwise inappropriate;
 - c.** any content that infringes or misappropriates the intellectual property or proprietary rights of others or assists others in infringing any such rights; or
 - d.** any activities that may be harmful to the Services or to Supplier's reputation, including engaging in any fraudulent or deceptive practices.

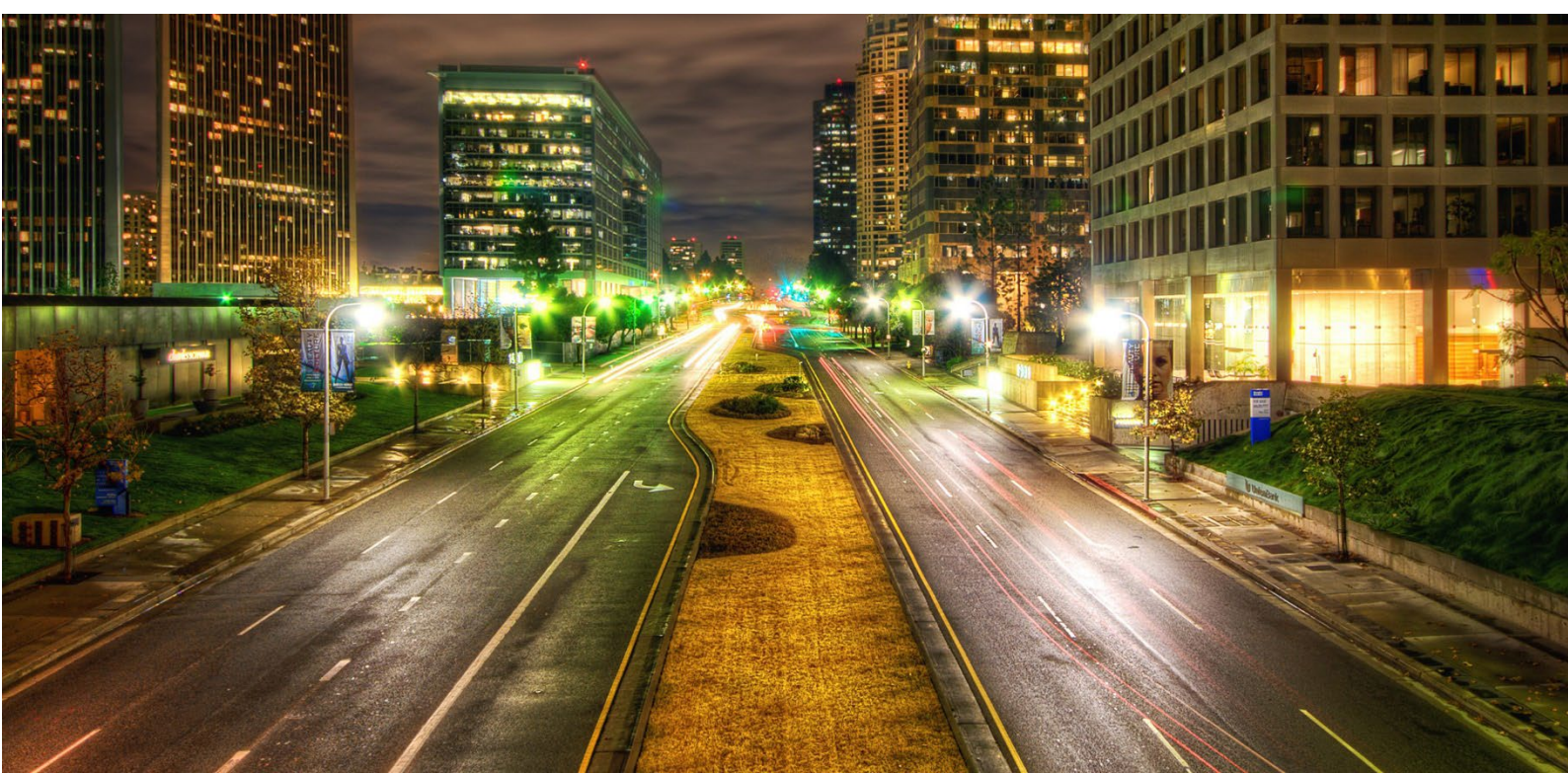
4. No Security Violations

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| 4.1 General | 4.1.1 Buyer must not use the Services to violate, or attempt to violate, the security or integrity of any network, computer, communications system, software application, network device or computing device provided as part of the Services (System(s)). These prohibited activities include Buyer taking, or attempting to take, any of the following actions: <ul style="list-style-type: none">a. gaining unauthorized access to the Services or any other accounts or Systems, whether through high-volume, automated, or electronic processes, hacking, password mining, reverse engineering or any other means;b. probing, vulnerability scanning or penetration testing of any System without obtaining prior written approval from Supplier;c. breaching any security or authentication measures without obtaining prior written approval from Supplier. For the avoidance of doubt, social engineering, denial of service, destructive cyber-attacks, password sniffing, or cracking tests are not permitted;d. monitoring data or traffic on any System without obtaining prior written approval from Supplier. Buyer may, however, monitor data or traffic on resources dedicated to Buyer's exclusive use; ore. falsifying the origin of any TCP-IP packet headers, email headers, or any part of a message. |
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5. No Interference or Disruption

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| 5.1 General | 5.1.1 Buyer must not, through its use of the Services, make network connections to any users, hosts or networks unless Buyer has permission to communicate with such users, hosts or networks. |
| | 5.1.2 Buyer must not, through its use of the Services, take any action, or attempt any action, that interferes with or disrupts the proper functioning of any System. These prohibited activities include Buyer taking, or attempting to take, any of the following actions by use of the Services: <ul style="list-style-type: none">a. collecting information by deceit, under false pretenses, by impersonating any person or entity or otherwise misrepresenting Buyer's affiliation with a person or entity;b. using any content or technology that may damage, interfere with, intercept or take unauthorized control of any System, program, or data, including viruses, worms, or time bombs;c. using the Services in any manner that, in Supplier's reasonable opinion, threatens Supplier's infrastructure and/or infrastructure of its affiliates or suppliers. This includes Buyer providing inadequate security, allowing unauthorized third party access, or attempting to circumvent measures for controlling, monitoring or billing usage;d. uploading, or otherwise using, viruses, worms, corrupt files, Trojan horses, other malware or any other content which may compromise the Services, Supplier's operations or Supplier's performance of its obligations to Buyer;e. interfering with the proper functioning of any System, including any deliberate attempt to overload a System by any means; |

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- f.** monitoring or crawling a System so that such System is impaired or disrupted;
 - g.** conducting or condoning denial of service attacks; or
 - h.** avoiding any use limitations placed on a System, such as access and storage limitation.



FastTrack: Software License Terms and Conditions – Global (V1.0.1)

GENERAL TERMS AND CONDITIONS

1. Services

Services means any of the service types defined in Annex A including provision of Licensed Software which are set out in a Contract.

Annex A to these General Terms and Conditions sets out the Special Service Terms which are applicable to the Services by service type.

2. Definitions and Contract

(a) **Contract** means a written contract for Services signed by Customer and DXC which incorporates:

- (i) clauses 1 to 30 of these General Terms and Conditions;
- (ii) Special Service Terms in Annex A (as applicable to the Services set out in the Contract);
- (iii) a completed Contract details form (the form to be used is attached as Annex B to these General Terms and Conditions);
- (iv) an Order, Solution Pack or SOW, which specifies the scope, price, and special conditions applicable to the Services;
- (v) if Third-Party Software is sub-licensed as part of the Contract by DXC, the third-party licence terms set out in the Contract; and
- (vi) if Hosting Services are provided, the Hosting Service terms set out in the Contract.

(b) Unless a Contract expressly states otherwise, if there is any inconsistency or ambiguity between or among the documents contained in a Contract, the order of precedence will be, in descending order: (i) the third-party licence terms or the Hosting Services terms (as applicable); (ii) the Contract details form; (iii) the Order, Solution Pack or Statement of Work; (iv) Special Service Terms in Annex A; and (v) these General Terms and Conditions.

(c) Other Definitions:

- (i) **Affiliates** means, for each party, any entity controlled by, controlling, or under common control with that party.
- (ii) **Charges** means the amounts DXC is entitled to charge Customer for Services provided under a Contract and any other amounts payable by Customer to DXC under a Contract.
- (iii) **Contract Year** means a period of 12 months commencing from a Contract's Effective Date and from any anniversary of a Contract's Effective Date.
- (iv) **Customer** means the Customer entity set out in a Contract.
- (v) **DXC** means the DXC entity set out in a Contract.

(vi) **DXC Software** means the DXC proprietary software products listed in the Contract details form.

(vii) **Effective Date** means the date a Contract commences as set out in that Contract. If none is set out, the date the last party to a Contract signs it.

(viii) **Force Majeure Event** means any event or circumstance beyond a party's reasonable control, which it could not have prevented by reasonable precautions, including natural disasters; health crises; riots; war; terrorism; civil disorder; court orders; acts or regulations of governmental bodies; labour disputes; failures or fluctuations in electrical power; or failures of telecommunications services.

(ix) **IP** means all materials, know-how, methodologies, processes, techniques, tools, forms, templates, software (including as applicable to Licensed Software), copyrights, patents, trademarks, trade secrets and all other intellectual property rights, and all modifications, enhancements, and derivative works of the foregoing.

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

(xi) **Renewal Term** means any subsequent period of time as may be agreed by the parties following the expiration of the Term as set out in that Contract, if any.

(xii) **Licensed Software** means the DXC Software and / or DXC provided Third-Party Software to be supplied to Customer under a Contract.

(xiii) **Term** means the initial duration of a Contract starting on its Effective Date and continuing for the period set out in that Contract.

(xiv) **Third-Party Software** (where applicable) means software licensed: (A) under the terms of the third party's 'End User Licence Agreement'; or (B) under the terms of a sub-licence granted by DXC on the same terms as DXC's licence agreement with the third party, as further set out in a Contract.

3. Charges and Taxes

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

4. Increase in Charges

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

5. Invoices and Payment

Customer agrees to pay all Charges and expenses within 30 days of DXC's invoice date or another payment period set out in the Contract (Due Date).

If Customer (acting in good faith) disputes the amount of an invoice, Customer may issue DXC with an invoice Dispute Notice (in accordance with clause 19) no later than the Due Date of the relevant invoice. The invoice Dispute Notice must set out the amount disputed and the detailed reason for disputing that amount (**Disputed Amount**). Customer must pay to DXC both the Disputed Amount and the undisputed amounts of an invoice by its Due Date.

If Customer fails to make payment of any invoiced Charges by the Due Date, DXC may charge interest on the overdue amount daily from the Due Date until the date payment is received at the Secured Overnight Financing Rate (SOFR) published on the Due Date plus 0.01%, or the highest rate permitted by applicable law if less. Interest will not be applied to those parts of Disputed Amounts that are agreed between the parties to have been incorrectly invoiced.

In addition, If Customer fails to make full payment of any invoiced Charges within 15 days after the applicable Due Date, DXC may suspend performance of the relevant Contract until full payment of those Charges is received. If Customer fails to make full payment of any invoiced Charges within 20 days after the applicable Due Date, DXC may terminate the relevant Contract for material breach pursuant to clause 22(a). If DXC elects to suspend performance of a Contract, DXC will reinstate the provision of the Services under the affected Contract as soon as reasonably practicable following receipt in full of the overdue amount (and associated interest) if at the date of receipt of the payment a notice of termination has not already been issued by DXC. DXC will not be liable to Customer for any Losses Customer suffers where DXC exercises its rights under this clause, neither will DXC be liable for any service credits nor liquidated damages which would otherwise be payable because of a breach of any obligation under a Contract to the extent the breach occurred as a result of the suspension of performance of it.

6. Dependencies

- (a) **Customer Obligations.** DXC's ability to deliver Services depends on Customer's performance of its obligations set out in the Contract, reasonable and timely cooperation, and the accuracy and completeness of any information required from Customer as set out in the Contract or as reasonably requested by DXC. If information provided by Customer is inaccurate or incomplete, or if Customer fails to perform its obligations under the Contract, then in addition to clause 6, the parties agree to negotiate reasonable changes to the impacted Contract.
- (b) **Consents.** Customer warrants that it has obtained all necessary approvals, licences, authorizations, consents and permits to enable DXC to: (i) reasonably access Customer sites and Customer personnel; and (ii) use, access, maintain and

modify Customer software, Customer provided third-party software and hardware, and other materials provided by Customer to DXC, to the extent necessary to provide the Services.

- (c) **Compliance with Laws.** Customer is responsible for: (i) identifying and interpreting all laws which apply to Customer's receipt and use of the Services but which are not generally applicable to DXC's business (**Customer Laws**); (ii) satisfying itself that the Services comply with Customer Laws prior to commencement of the Services; and (iii) monitoring amendments in Customer Laws and instructing DXC on any resulting changes required to the Services (through application of clause 7).
- (d) **Excused Performance.** Any failure or delay by DXC to perform its obligations under a Contract will be excused if the failure was caused by: (i) any act or omission of Customer or its employees, agents, or contractors, including any failure or delay by Customer to perform its obligations under the Contract; or (ii) the reasonable reliance by DXC on Customer's instructions, authorizations, approvals, or other information. DXC will use reasonable commercial efforts to perform the Services in those circumstances, and DXC is entitled to additional Charges and an extension of time, that is reasonable in the circumstances, for performance of DXC's obligations.
- (e) **Site Safety.** Customer must ensure that all Customer site(s) used or required by DXC personnel in connection with the Services are safe and comply with all relevant occupational health and safety laws and regulations. DXC may suspend or refuse to perform the Services if conditions at the site are, in DXC's reasonable opinion, unsafe or hazardous.

7. Changes

Either DXC or Customer may request changes to the scope or timing of Services described in a Contract, in accordance with the following change control procedures. All change requests will: (a) be in writing; (b) have a description of the requested change; (c) describe the purpose for the change; (d) determine the priority of the change; (e) specify the date of requested implementation of the change; (f) identify the impact on the Charges payable as a result of the change (if any); and (g) give the name of the individual authorized to request those changes. Changes requested will be reviewed promptly by the receiving party and all changes mutually agreed to by the parties will become effective upon the date set out in the document executed by both parties describing the change. Changes in laws (including, without limitation, Customer Laws), regulations and Customer policies which impact the delivery of Services, will be processed under this clause 7.

8. Service Locations

DXC may perform all or part of the Services from any service location determined by DXC, provided that any change in service location will not:

- (a) have a material adverse impact on the Services; or
- (b) be made in respect of any Services set out in the Contract as requiring Customer consent prior to relocation.

9. Performance Standard

Services will be performed in accordance with any service levels set out in the Contract. Customer agrees to comply with any service request or ordering process set out in the Contract (or otherwise agreed by the parties in writing) and provide prompt notice of any service concerns. Unless stated otherwise in a Contract, DXC will deliver the Services in accordance with the DXC Enterprise Security Policies and Standards (ESPS). Guidelines on storing and access of Customer data (if any) may be agreed between the parties in a relevant Contract. Unless specifically stated otherwise in a relevant Contract, the Customer acknowledges and agrees that DXC may, as part of the Services and subject to clause 15, 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.

10. Warranties

DXC warrants that:

- (a) Services will be provided in accordance with all laws generally applicable to DXC's business as an IT service provider;
- (b) Services will be provided with reasonable skill and care, to the standards generally observed in the industry for similar services; and
- (c) During the warranty period set out in a Contract, DXC Software will perform substantially in accordance with its published specifications. If during the warranty period, the DXC Software does not perform in accordance with this warranty, DXC's sole obligation will be to repair or replace the same in accordance with the stated maintenance obligations (if any).

Third-Party Software (where applicable) will be subject to the relevant third-party licensor's warranty terms. DXC does not provide any replacement warranty with respect to Third-Party Software. The replacement warranty (if any) with respect to Third-Party Software will be as set out in the third party's then-current terms and conditions.

DXC gives no warranty or representation in relation to any open-source components of the DXC Software or Third-Party Software, nor that such Software will operate entirely error-free.

Customer warrants that: Services supplied by DXC will not be used in high risk and/or life support environments where errors or failures could lead to injury or death without adequate fail safe and redundancy systems.

Except for the warranties set out in these General Terms and Conditions, DXC makes no other warranty to the Customer in connection with the Services or Software. All other warranties, representations, or conditions, express or implied, including the implied warranties of merchantability, fitness for a particular purpose and non-infringement are excluded by DXC, to the maximum extent permitted by law.

11. Eligibility

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

- (a) any act, omission or event referred to in clause 6(c) (excused performance);

- (b) improper use, or site, environmental, system preparation or conditions not compliant with the applicable Contract;
- (c) modifications or improper hardware or Software maintenance or calibration not performed or authorized by DXC;
- (d) failure or functional limitations of any Third-Party Software or hardware which impacts any Software or hardware receiving DXC support or service unless the Contract specifies that the Third-Party Software or product is supported as part of the Services;
- (e) malware (e.g., virus, worm, etc.) not introduced by DXC or any person under DXC's control;
- (f) transportation, fire, water damage or electrical disturbances not caused by DXC or any person under DXC's control; or
- (g) third-party components, including Third-Party Software and hardware, hosting services provided by third parties, and any other third-party product or service procured by DXC on behalf of Customer. Those components are provided subject only to the third party's terms, conditions, and warranties.

12. Intellectual Property Rights

- (a) **DXC IP.** DXC owns all DXC IP. DXC IP is: (i) IP owned by or licensed to DXC on or prior to the Effective Date of the applicable Contract; (ii) IP developed by DXC independently of the applicable Contract; (iii) IP in any works developed by DXC, its Affiliates and subcontractors in connection with a Contract that is not a deliverable; and (iv) DXC IP set out in clause 12(c). DXC will own all modifications, enhancements, and derivative works of DXC IP, irrespective of the party creating them.
- (b) **Customer IP.** Customer owns all Customer IP. Customer IP is: (i) IP owned by or licensed to Customer on or prior to the Effective Date of the applicable Contract; and (ii) IP created by Customer independently of the applicable Contract. Customer will own all modifications, enhancements, and derivative works of Customer IP, irrespective of the party creating them. Customer grants DXC a non-exclusive, worldwide, royalty-free licence to use, reproduce and modify any Customer IP that is necessary for DXC to perform the Services.
- (c) **Deliverables Owned by DXC.** Deliverables DXC creates for Customer (including any IP developed jointly with Customer) in performance of the Services are DXC IP, except for Work Product described in clause 12(d). DXC grants Customer a non-exclusive, worldwide, royalty-free licence to use, reproduce and modify those deliverables for its own internal use during the Term.
- (d) **Deliverables Owned by Customer.** If a Contract specifies that Customer owns a deliverable and such deliverable is expressly designated as '**Work Product**' therein (**Work Product**), then, when payment in full has been received by DXC for it, DXC will assign to Customer all IP rights in that Work Product, excluding any DXC IP and any third-party IP contained therein. Solely to the extent the

DXC IP remains embedded in the Work Product, DXC grants Customer a non-exclusive, worldwide, royalty free licence to use and reproduce any DXC IP included in that Work Product for Customer internal use only and only to the extent necessary to make use of that Work Product. Unless the Contract specifies otherwise, Customer grants DXC a non-exclusive, worldwide, royalty-free right and licence to use, display, and reproduce the Work Product and create derivative works based on them.

- (e) **Third-Party Components.** Any third-party IP incorporated into a deliverable is subject to the applicable third-party licence terms.
- (f) **Know How.** Nothing in this clause 11(g) will prevent DXC from reusing or redeveloping any concepts, knowledge, techniques, or the like in the continuation of its business, provided that nothing in this clause limits DXC's other obligations under these General Terms and Conditions, including those of confidentiality.

13. IP Infringement

DXC will indemnify Customer against any claims brought against Customer by an unaffiliated third party, if use of the Services by Customer, in accordance with the Contract, infringes that third party's IP. DXC will rely on Customer's prompt notification of the claim and its cooperation with DXC's defence. DXC may either: (i) modify the Services to be non-infringing and materially equivalent; or (ii) procure a licence. If these options are not commercially reasonable, DXC's obligation to provide the affected Services and Customer's obligation to pay for the affected Services will be terminated and DXC will provide a commercially reasonable refund to the Customer. The remedies set out in this clause are the extent of DXC's liability in the case of an unaffiliated third-party claim against Customer of IP infringement. DXC is not responsible for IP infringement claims resulting from the matters referred to in clause 11 or for claims resulting from a deliverable's content or design provided by Customer. Notwithstanding the above, DXC provides no indemnity for Third Party Software.

14. Confidentiality

Information exchanged under these General Terms and Conditions and any Contract will be treated as confidential if identified as such at disclosure or if the circumstances of disclosure would reasonably indicate that treatment. Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under these General Terms and Conditions and any applicable Contract under which the information was disclosed. Confidential information, other than Software, may be shared with employees, agents, contractors, Affiliates, and advisers with a need to know that information to support that purpose. Confidential information must be protected using the same degree of care that the receiver would use to protect its own confidential information (which must be no less than a reasonable degree of care) to prevent unauthorized use or disclosure for the period the information remains confidential. These obligations do not cover information that: (a) was known or becomes known to the receiving party without obligation of confidentiality; (b) is independently developed by the receiving party; (c) is known to the general public. Personal information subject to privacy laws will be protected in accordance with clause 15 and is not confidential information for the

purposes of this clause and clause 17. The obligations under these General Terms and Conditions and any Contract will not prevent a receiver from disclosing confidential information to the extent required by a governmental authority, by applicable law or regulation or by a court decision, provided the receiver promptly notifies the discloser of that requirement so that the discloser may seek a protective order or other appropriate remedy.

15. Personal Information

To the extent not otherwise set out in a Contract, DXC undertakes to comply, in accordance with its privacy policy (a copy of which can be found at: <https://www.dxc.technology/privacy>) and all reasonable instructions of Customer, with all privacy laws applicable to the jurisdiction in which the Services are provided. If Customer requires DXC to comply with laws, policies or instructions which exceed DXC's undertakings in its privacy policy, the cost of that compliance will be borne by the Customer. Unless, and to the extent, set out in DXC's privacy policy, a Contract, or other instruction of Customer DXC will not process personal information for any other purpose.

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

16. Global Trade and Compliance with Laws

Each Contract is subject to any applicable international trade restrictions and all applicable local, national, and international laws, including, without limitation, those of the United States. Each party agrees that:

- (a) unless specifically authorized by the applicable government authority, it will not, directly or indirectly, export (or re-export) any item provided under these General Terms and Conditions or any Contract, to any jurisdiction or entity prohibited from receiving such item by any applicable export restrictions, including: the U.S. Export Administration Regulations; the economic sanctions regulations administered by the U.S. Office of Foreign Assets Control; or the International Traffic in Arms Regulations;
- (b) it will comply with all applicable laws and regulations relating to anti-bribery and corruption, including the U.S. Foreign Corrupt Practice Act and the UK Bribery Act 2010; and
- (c) it will 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 employee, or to any other person or entity with an intent to obtain or retain business or otherwise gain an improper business advantage.

17. Limitation and Exclusions of Liability

- (a) **Liability Cap.** Each party's aggregate liability to the other for all Losses whether based on contract, indemnity, tort (including negligence), statute,

equity, strict liability, warranty, or otherwise arising under or in connection with a Contract in a given Contract Year is limited to direct damages and will not exceed the total amount paid and payable by Customer under that Contract in that Contract Year.

- (b) This clause 17 does not limit each party's liability for breach of a Contract in relation to: (i) Losses that may not be excluded or limited according to applicable law; (ii) DXC's obligations under clause 13; (iii) death or bodily injury caused by their negligence; (iv) damage to tangible personal property and buildings (which for clarity does not include Software in whatever media they are stored); (v) acts of fraud (vi) unauthorized use of confidential information or IP; and (vii) wilful repudiation of a Contract except as a result of a good faith exercise of a party's termination rights.
- (c) **Excluded Losses.** Neither party will be liable for lost revenues or profits, loss of anticipated savings, loss of goodwill, loss or damage to the Customer's records or Customer data, downtime costs, business interruption, diminished business value nor for any indirect, exemplary, punitive, special, or consequential Losses of any party, including third parties, even if a party has been advised of the possibility of those Losses.
- (d) **Proportional Liability.** Any liability of a party for Losses, however caused (including by negligence), in connection with a Contract is reduced to the extent that the other party or its Affiliates, employees, contractors, or agents contribute to the Losses.
- (e) **Mitigation.** Whether liability arises under an indemnity or otherwise 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.

18. Customer Data

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

19. Disputes

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

legal practitioners in country, state or territory of incorporation of DXC.

20. Relief and Force Majeure

Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control and without fault arising from a Force Majeure Event, except for payment obligations. If a Force Majeure Event materially affecting the delivery or receipt of Services is ongoing for more than 45 days, either party may terminate the affected Contract with payment of 50% of the required termination Charges (unless otherwise set out in a Contract).

21. Non-Solicitation

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

22. Termination

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

- (a) commits a material breach of a Contract (including a breach of payment obligations) and fails to remedy the breach within 60 days of being notified in writing of the breach; or
- (b) becomes insolvent, unable to pay debts when due, files for or is subject to bankruptcy or receivership or asset assignment.

Termination of these General Terms and Conditions and/or any Contract will not terminate any other Contract which is not subject to the notice of termination.

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

23. Subcontracting

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

24. Insurance

DXC will obtain and maintain at its own expense appropriate third-party insurance to protect its business,

including without limitation, the specific insurances, if any, set out in the Contract.

25. Relationship of Parties

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

26. Notices

A notice or other communication is properly given by a party if posted or emailed to the other party's address for notices listed in the Contract. A notice is taken to be received after 3 working days in the case of post, and in the case of email on the earlier of the time the recipient acknowledges receipt or at 9.00 am on the next working day after transmission (provided that the document itself is in a portable document format).

27. Assignment

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

in the event of an acquisition, restructure or reorganization of a party's corporate group, a party may assign or transfer a Contract (or assign or transfer any of its rights or obligations under a Contract) to an Affiliate if that Affiliate 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 same legal jurisdiction in which the assigning party is incorporated.

28. Publicity and References

Neither party will, without the prior written approval of the other party, make any public statement, announcement or media release about the other party or its Affiliates. Each party may use the name and logo of the other party in any medium to make general references to the basic nature of the relationship between the Parties and the Services.

29. Governing Law

These General Terms and Conditions and each Contract will be governed by the laws of England and Wales, and the courts of England and Wales will have exclusive jurisdiction. Customer and DXC agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.

30. General

These General Terms and Conditions and each Contract represents the entire understanding of the parties with respect to its subject matter and supersedes any previous communication, agreement or any terms on a Customer purchase order or other Customer document in respect of that subject matter. Modifications to these General Terms and Conditions, or to a Contract, will be made only through a written amendment signed by both parties. The parties will not be deemed to have waived any term or condition of these General Terms and Conditions or any Contract unless a waiver is made in writing and signed by the relevant party and that waiver will only apply to the particular transaction, dealing or matter in respect of which it was given. These General Terms and Conditions and each Contract may be executed in any number of counterparts and all those counterparts taken together will be deemed to constitute one instrument. Headings are for convenience only and will not affect the interpretation of any clause. If any term of these General Terms and Conditions or any Contract is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that term or provision will be deemed stricken, and all other terms will remain in full force and effect. As a substitute for an invalid, illegal or unenforceable term the parties will negotiate in good faith an alternative mutually acceptable term consistent with the original intent of the parties. The General Terms and Conditions and all Contracts are for the exclusive benefit of the parties, and no third party will be entitled to assert third party beneficiary status or otherwise make a claim under them.

ANNEX A – SPECIAL SERVICE TERMS

The Services set out in a Contract will be aligned to one or more of the following service types:

- (a) **Software Licensing** – licensing of DXC Software or sub-licensing of Third-Party Software.
- (b) **Professional Services** - supply of professional services, such as IT consulting, training, integration, applications development, project management, implementation, scripting, testing, data transfer, and associated documentation services, or Software installation, configuration and implementation services that are not Maintenance and Support Services.
- (c) **Maintenance and Support Services** - supply of maintenance and support services for Software set out in the Contract.
- (d) **Hosting Services** – supply of DXC or third-party cloud or hosted computing platforms and infrastructure.
- (e) **Generative AI Services** – supply of Services in which: 1) Customer receives direct access to Generative AI; 2) Customer data is used as Training Data or Input for Generative AI; or 3) DXC uses Generative AI to create Work Product.

The applicable special terms set out in each 'Part' of this Annex A (**Special Service Terms**) will apply to the Services by service type selected in a Contract.

Part 1 Software Licensing

- 1. **Term.** The Software is licensed to the Customer for the Term set out in the Contract, unless terminated earlier in accordance with clause 22 (Termination) of the General Terms and Conditions. Subject to clause 2 of this Part 1, DXC will provide Customer an option to extend the Term by successive one (1) year Renewal Terms, by giving DXC thirty (30) days' notice prior to expiry of the Term or a Renewal Term and paying DXC the licence extension fee specified in the Contract. If Third-Party Software is licensed on a time limited term or subscription basis, Customer acknowledges that continued use is conditional on the Customer's payment of the licence or subscription Charges set out in the Contract.
- 2. **DXC Software Sunseting.** If DXC generally discontinues support for all or part of the DXC Software or otherwise no longer intends to provide the DXC Software, DXC may upon giving twelve (12) months prior written notice terminate the affected Contract for its convenience under which the DXC Software is provided.
- 3. **DXC Software Licence Rights.** DXC Software is licensed to Customer:
 - (a) on a non-exclusive basis and in object code form only, unless otherwise specified in the Contract;
 - (b) for the territory and location(s) specified in the Contract, otherwise (subject to clause 16 (Global Trade and Compliance with Laws) of the General Terms and Conditions) on a worldwide basis; and
 - (c) subject to the Software licence scope specified in the Contract.

Customer may request a change to the location(s) licensed under the Contract, subject to: (i) DXC's written consent, which will not be unreasonably withheld; and (ii) the licensed territory remaining the same.

Customer's licensed rights extend to any Software corrections, enhancements, updates, or upgrades provided in respect of Supported Software, and further set forth in a Contract.

- 4. **Third-Party Software Licence Rights.** Customer and its authorized users' use of Third-Party Software is subject to and governed by the terms and conditions set out in the applicable Third-Party Software licence agreement.
- 5. **General Software Licence Rights.** Customer may operate the Software only in accordance with documentation provided by DXC or (where applicable) the relevant third-party licensor. Customer may make additional copies of the Software as is reasonably necessary for back-up, testing and training purposes but these copies may not be used for live data processing.
- 6. **Restrictions.** Software may not be modified, or its code made available to any third party by Customer. Customer will not make the functionality of Software available to third-party users without DXC's written consent. Customer must not sell or commercialize the Software.
- 7. **Software Provision.** DXC will make available to Customer a copy of the Software in the format specified in the Contract, together with relevant documentation. Customer may make additional copies of the Software as reasonably necessary and solely for the purposes of development, testing or disaster recovery by Customer. Documentation may also be copied by Customer to the extent necessary for Customer's use of the Software for the authorized purposes set out in the Contract.
- 8. **Records and audit.** To establish compliance with the terms of the Contract, Customer agrees to:
 - (a) keep and produce to DXC on request from time to time a complete and accurate record of its use of the Software, its Software users, authorizations, and profiles (including changes and where access to the Software has been revoked for any user); and
 - (b) permit DXC, on reasonable advance notice and during business hours, to inspect and have access to any premises and computer equipment at or on which the Software is being operated or stored.
- 9. **Security.** Customer agrees to use good industry practice to prevent any unauthorised access to or use of the Software, and promptly notify DXC if it becomes aware of such unauthorised access or use.
- 10. **Reverse Engineering.** Customer must not disassemble, decompile, or reverse engineer Software or use any other methods to gain access to source code of the Software or any trade secrets embodied in the Software or for any other purpose, except to the extent those restrictions are expressly permitted by law.
- 11. **Hosting Service Use and Validation.** Any access to and use of Software through a Hosting Service is governed by Annex A, Part 4 of these General Terms and Conditions. DXC or its third-party service providers may perform validation checks from time to time to verify Software used through a Hosting Service is validly licensed and that no **unauthorized** changes have been made to the validation functions of the Software.
- 12. **Updates/Upgrades and Support.** If a Contract includes Maintenance and Support Services for Software, Customer's right to receive updates and upgrades and support for the Software is governed by the terms of the Contract, including Annex A, Part 3 (Maintenance and Support Services). In all other circumstances, DXC has no

obligation to provide, and Customer has no right to receive updates, upgrades, or support for the Software.

Part 2 Professional Services

1. **Scope.** DXC will provide to Customer the Professional Services (including any deliverables or Work Product) set out in the Contract.
2. **Term.** Professional Services are provided for the Term, and for any Renewal Term set out in the Contract.
3. **DXC Personnel.** Where DXC employees are named in the Contract, DXC will use commercially reasonable efforts to keep those employees available to provide the Professional Services. DXC will notify the Customer if a named employee is no longer available and will provide a replacement employee of equivalent capability to deliver the Professional Services.
4. **Schedule.** DXC will use reasonable efforts to perform the Professional Services in accordance with any time periods set out in the Contract. Unless otherwise expressly stated in the Contract, any time set out in the Contract is solely a good faith estimate for scheduling purposes and is not a guarantee that the work or milestone will be completed by a specified date. If DXC becomes aware that it will not be able to meet any time stated in the Contract, it will promptly notify Customer and request an extension of time.
5. **Acceptance.** Deliverables will be accepted by the Customer when the acceptance criteria and acceptance procedure, if any, set out in the Contract, have been met, or when the Customer uses the deliverables in a production environment, whichever occurs first. If Customer fails to complete acceptance testing within the period set out in the acceptance procedure or where no acceptance criteria or procedure are set out in the Contract, deliverables will be deemed accepted upon the date of delivery to the Customer.
6. **Hourly and Daily Rates.** "normal working hours" and the number of hours constituting a "normal working day" are defined in the Contract and apply, Monday to Friday, excluding public holidays in the location where Professional Services are being provided. If Customer requires a DXC resource to work outside normal working hours, overtime rates may apply as set out in the Contract. DXC will confirm in writing or via e-mail with the Customer prior to the commencement of overtime work. Should a request not be able to be approved by the Customer due to urgency or unavailability of an approver, DXC will perform the work beyond a normal working day in good faith, and will subsequently seek approval, which will not be unreasonably withheld. For Professional Services delivered by DXC resources working at Customer premises, the DXC resources' working hours and breaks will conform to Customer's standard working hours and breaks. DXC's resources will retain their elected holiday entitlement.
7. **Working Time Regulations.** During a short-term assignment, DXC's European Union-based resources will, unless they have signed the opt-out agreement, continue to be covered by the relevant EU Working Time Regulations.
8. **Cancellation and Rescheduling Charges.** If Customer cancels or reschedules the Professional Services, Customer will pay any cancellation and rescheduling Charges set out in the Contract.
9. **Warranty Period.** Unless stated otherwise in Annex B, the Warranty Period for a deliverable that is software (but excluding DXC Software and Third-Party Software which is set out in clause 10 (Warranties) of the General Terms and Conditions) is 90 days from the date of acceptance as

set out in clause 5 of this Part 2, and for all other deliverables including any Work Product, is 30 days from the date of delivery. DXC warrants that during the Warranty Period, each deliverable (excluding DXC Software and Third-Party Software) and any Work Product, will substantially comply with its specification in the Contract. If Customer notifies DXC of a material non-conformity during the Warranty Period, then as Customer's sole and exclusive remedy, DXC will remedy or replace the affected deliverable (excluding DXC Software and Third-Party Software) and any Work Product. DXC does not warrant that deliverables or Work Product will be error-free or operate without interruption or that the deliverables or Work Product will operate in hardware and software combinations other than as specified by DXC in the Contract. DXC does not provide any replacement warranty with respect to third-party components incorporated in any deliverable or Work Product. The replacement warranty (if any) with respect to third-party components will be as set out in the third party's then-current terms and conditions.

Part 3 Maintenance and Support Services

1. **Scope.** DXC will provide to Customer the Maintenance and Support Services detailed in the Contract for the Supported Software.
2. **Term.** Maintenance and Support Services will be provided for the Term, or any Renewal Term set out in the Contract. If Maintenance and Support Services are provided on a renewal or subscription basis, Customer acknowledges that continued provision of the Maintenance and Support Services is conditional on the Customer's regular periodic payment of renewal or subscription Charges set out in the Contract.
3. **Charges.** Unless otherwise stated in the Contract, all Charges for Maintenance and Support Services are payable annually in advance on the Effective Date and on each anniversary of it during the Term and any Renewal Term. DXC will provide Customer with written notice of any change to the Charges no later than 30 days prior to the anniversary of the Effective Date, and any change will become effective on the first day of the following Contract Year.
4. **Hours and location.** Maintenance and Support Services will be provided during the hours set out in the Contract at the locations set out in the Contract or if no location is set out, then at any location of DXC's choosing.
5. **Software Maintenance.**
 - (a) **Updates.** DXC will advise the Customer of, and at the request of the Customer, provide an executable copy of any updates, service packs or corrections for the DXC Software that is Supported Software that are made commercially available by DXC. DXC will provide Customer with any updates, service packs or corrections for DXC provided Third-Party Software that is Supported Software made available under DXC's support and maintenance arrangement with the Third-Party Software vendor. Any Professional Services performed by DXC in relation to installation of any update, service pack or correction will be detailed in a Contract.
 - (b) **Error Correction.** If the Customer demonstrates to DXC that the Software that is Supported Software does not conform to its documentation/specification then: (i) for DXC Software that is Supported Software, DXC will use reasonable efforts to trace and rectify the error, and (ii) for Third-Party Software that is Supported Software, DXC will escalate the error for correction by the licensor and will provide



any error corrections to the Customer, if and as soon as it is made available by that licensor.

6. **Recommending Services.** Unless otherwise provided in the Contract, if Customer terminates Maintenance and Support Services (in whole or part, including by reducing the number of licensed users) and subsequently desires to restart those Maintenance and Support Services, such activation (i) will be subject to applicable reactivation terms; and (ii) Customer will pay DXC for: (A) Maintenance and Support Services backdated to the termination date, plus (B) Maintenance and Support Charges for the restart; and (C) any upgrades required to the Supported Software determined by DXC to allow Maintenance and Support Services to commence. For clarity, the foregoing will only apply to DXC Software designated as Supported Software that is not provided on a subscription basis. The date restarted will be the renewal date for future Renewal Terms, if any. If permissible by the Third-Party Software vendor, reinstatement of Maintenance and Support Services for DXC provided Third-Party Software will be in accordance with the applicable vendor requirements.

7. **Exclusions.** Maintenance and Support Services exclude the following unless set out otherwise in the Contract:

- (a) services for Supported Software that fall below the minimum current hardware and software version configuration specified by DXC or the third party, as applicable;
- (b) new versions or releases of software other than Supported Software;
- (c) correction, transfer, or conversion of data processed by the Customer using Supported Software; and
- (d) repairs required due to: (i) Software misuse or abuse; (ii) damage or malfunction caused by fire, smoke, heat, water, flood, storm, lightning, electrical failure and any other similar event; (iii) repairs or modifications by any party other than DXC; (iv) bugs, errors or defective materials and workmanship in any Third-Party Software; (v) maintenance, repair or servicing of non-supported hardware on which the Supported Software is installed resulting in a malfunction of the Supported Software; (vi) the deliberate or negligent acts or omissions of the Customer or any third party; or (vii) issues caused by any materials used by Customer in conjunction with the Supported Software, or by user-customized features, or by third party add-on equipment, software, systems or products, or other systems or software used by Customer with the Supported Software.

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

8. **Additional Services.** If a service requested by the Customer is beyond the scope of the Maintenance and Support Services, DXC may agree, in its sole discretion, to provide those services as Professional Services.

Part 4 Hosting Services

1. Additional Definitions:

- (a) **Hosting Service Provider** means DXC, or the third-party hosting provider set out in the Contract.
- (b) **Hosting Service Terms** means the terms and conditions applicable to the Customer and its users' use of the Hosting Services set out in the Contract.

- (c) **Hosting Service Levels** means the service levels applicable to the Hosting Services, as determined solely by the Hosting Service Provider and set out in the Hosting Service Terms.

2. **Scope.** DXC will provide to Customer the Hosting Services set out in the Contract.

3. **Term.** If Hosting Services are provided on a renewal or subscription basis, Customer acknowledges that continued provision of the Services is conditional on the Customer's regular periodic payment of renewal or subscription Charges set out in the Contract.

4. **Hosting Services Use and Validation.** Any access to and use of Hosting Services is subject to and governed by the applicable Hosting Service Terms, including the Hosting Service Provider's Acceptable Use Policy. The Hosting Service Provider and DXC may perform validation checks from time to time to verify that the Customer is complying with the Hosting Service Terms.

Part 5 Generative AI Services

1. Additional Definitions:

- (a) **Generative AI or GenAI** means a machine-learning-based system that is trained on a broad dataset at scale and is designed to generate any type of content (e.g., text, images, computer code, video) based on Input provided by the user of the system.
- (b) **Input** means the instructions provided to the GenAI to produce an Output, including the prompt and any content uploaded with the prompt (e.g., for Retrieval Augmented Generation).
- (c) **Output** means, in relation to each Input, the content (e.g., text, images, audio, computer code, video) produced by the GenAI in response to that Input.
- (d) **Training Data** means any data used to train, develop, validate, or improve the GenAI.

2. **Scope.** DXC will provide to Customer the Generative AI Services set out in the Contract. DXC will provide the Generative AI Services to the Customer for the purpose set out in the Order, Solution Pack, or SOW, subject to the terms and limitations in this Part 5 and any applicable third-party terms.

3. **Customer obligations.** Customer must comply with all reasonable instructions provided by DXC regarding the use of the GenAI.

4. **Customer Data.** DXC will use Customer data as Training Data and Input to perform the Generative AI Services as defined in the Contract. Between DXC and Customer, Customer will own any IP in the Outputs subject to third-party rights and hereby grants DXC a non-exclusive, perpetual, irrevocable, worldwide right to use Output to perform the Generative AI Services and improve DXC's services.

5. **SLA.** Notwithstanding any other provisions in the Contract, the Generative AI Services are not subject to any service levels.

6. **Warranties and Representations.** DXC DISCLAIMS ALL WARRANTIES (EXPRESS, IMPLIED, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, STATUTORY, OR OTHERWISE) WITH RESPECT TO THE OUTPUT. DXC MAKES NO REPRESENTATION AS TO THE OWNERSHIP, NON-INFRINGEMENT OF THIRD-PARTY IP, OR ACCURACY WITH RESPECT TO THE OUTPUT. The Gen AI and Generative AI Services are provided "AS IS". Customer represents and warrants



that it has the necessary rights to provide DXC with Customer data and to use it as Training Data or Input with GenAI.

7. **IP Infringement.** DXC will not indemnify Customer against any claims brought against Customer, its Affiliates, or its subcontractors by any third parties, that the use of the GenAI and Output in accordance with the Contract infringes that third party's IP. Customer will indemnify DXC against any claims brought against DXC, its Affiliates, or its subcontractors by any third parties that the use of the Customer data infringes that third party's IP.
8. **Limitation and Exclusions of Liability.** DXC will not indemnify, defend, or hold the Customer, its Affiliates, or its subcontractors harmless from or be liable for any losses, liability, claims, demands, causes of action, judgements, damages, or costs and expenses of any kind and nature (including reasonable legal and expert's fees and expenses) which the Customer may incur or become liable for as a result of:
 - (a) Customer or DXC use of GenAI;
 - (b) Outputs in receiving or providing the GenAI Services; or
 - (c) using Customer data with GenAI.

ANNEX B – CONTRACT DETAILS FORM

Once executed below by both parties, this is a Contract for Services to be provided by DXC to the Customer. This Contract incorporates the General Terms and Conditions and the applicable Special Service Terms set out below.		
Customer entity for this Contract		
Customer Entity Name:	Click or tap here to enter text.	
Company number:	Click or tap here to enter text.	
Address:	Click or tap here to enter text.	
Signature of authorized representative:	Name of authorized representative: Click or tap here to enter text.	Date signed: Click or tap to enter a date.
Email:		
Phone:		
DXC entity for this Contract		
DXC Entity Name:		
Company Number:		
Address:		
Signature of authorized representative:	Name of authorized representative: Click or tap here to enter text.	Date signed: Click or tap to enter a date.
Email:		
Phone:		
Services		
Services and applicable Special Service Terms (Annex A):	☐ Software Licensing (Part 1)	☐ Professional Services (Part 2)
	☐ Maintenance and Support Services (Part 3)	☐ Hosting Services (Part 4)
	☐ Generative AI Services (Part 5)	
Order, Solution Pack or SOW:	The Order, Solution Pack, or SOW for this Contract is attached as Schedule 1.	
Term		
DXC Software	DXC Software provided under this Contract is listed below (if none, state None): Restrictions on use of DXC Software:	
Third-Party Software:	Third-Party Software provided under this Contract is listed below (if none, state None):	

	The applicable Third-Party Software licence terms are set out in Schedule 1.
Supported Software:	Maintenance and Support Services are provided under this Contract for the following Software: (if none, state None)
Hosting Service Provider and Hosting Service Terms:	The Hosting Service Provider for Hosting Services provided under this Contract is (if none, state None): The applicable Hosting Service Terms are set out in Schedule 2.
Charges	

SCHEDULE 1 – THIRD-PARTY SOFTWARE LICENCE TERMS

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

SCHEDULE 2 – HOSTING SERVICE TERMS

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