

DXC Connect
Standard Terms and Conditions
Mobility as a Service (Airwatch)

The following terms are the complete and exclusive agreement between the parties in respect of supply of products or services by DXC Connect Pty Ltd (DXC Connect) ABN 69 001 002 731.

1. Definitions

- 1.1 Agreement:** means the Agreement formed by the DXC Connect Proposal or quote, these Standard Terms and Conditions and (subject to clause 6 Amendments) your purchase order.
- 1.2 Other Services:** These include time and materials work and ad hoc consulting work as available from DXC Connect from time to time.
- 1.3 Product(s):** This means hardware and software which are resold or maintained by DXC Connect subject to manufacturer's specifications, software licences and warranties. Options and accessories must be separately listed.
- 1.4 Schedule(s):** This means a DXC Connect Schedule which contains details of the Products, managed Services and other relevant details.
- 1.5 Service (s):** means the services provided by DXC Connect which may include consultancy, management, installation, network and auditing services and training.
- 1.6 Service Description:** This means a document describing Services, Service levels and any other relevant terms and conditions, which forms part of this Agreement.

2. Charges and payment

- a. Charges are detailed in any DXC Connect Proposal. All charges are due and payable within 30 days of the date of invoice. Charges for Services will be issued annually in advance or as may be specified in the DXC Connect Proposal.
- b. Overdue payments will attract interest at the rate of NAB overdraft rate plus 2%.

3. CPI

DXC Connect may revise its charges each 12 months but such variations will not exceed the changes in the Australian Consumer Price Index (CPI) – All Groups. In addition, DXC Connect may vary the monthly charge for devices where the supplier of any third party software has varied its price to DXC Connect.

4. Term and renewals

Charges commence on the date of commencement of the Services and are payable, annually in advance or as may be specified in the DXC Connect Proposal.

5. Taxes

Charges are exclusive of all taxes unless otherwise agreed in writing.

Mobility as a Service (Airwatch)

6. Amendments

No customer invoice or purchase order terms override this Agreement. Any amendments must be in writing signed by both parties.

7. Delivery and performance

If DXC Connect is unable to perform the Services within (in DXC Connect's opinion) a reasonable time or at all, then DXC Connect may terminate this Agreement, in whole or in part. In this event, you will have no claim against DXC Connect for any damage, loss or expense incurred in connection with the delay in delivery or performance or the termination.

8. Acceptance

You are deemed to have accepted the Products and/ or Services unless you give DXC Connect written notice, providing details of your non acceptance.

9. Termination

DXC Connect may immediately terminate this Agreement by notice if you:

- a. Breach a material provision which, in DXC Connect's opinion, cannot be remedied;
- b. Breach a material provision which is not remedied after 30 days notice to do so;
- c. Are insolvent or unable to pay your debts when due;
- d. Fail to make any payment when due;
- e. Purport to assign any of your rights without the prior written consent of DXC Connect.

Upon termination by DXC Connect you must immediately pay all amounts payable and there will be no reimbursement of any prepaid fees.

The Customer may immediately terminate this Agreement by notice if DXC Connect:

- a. Breaches a material provision which cannot be remedied;
- b. Breach a material provision which is not remedied after 30 days notice to do so;
- c. Is insolvent or unable to pay its debts when due.

Upon termination by the Customer DXC Connect shall give the Customer a pro rata refund for any fees paid in advance, except in relation to Third Party prepaid fees that are not refundable.

No termination for convenience applies.

10. Warranties

DXC Connect warrants that it will perform the Services using all requisite care and skill and workmanship. Parts are warranted as new and may be or contain refurbished components. A 30 day warranty will apply to replaced parts and associated repair services. For Product(s), DXC Connect assigns to you the benefit received by DXC Connect of any end user warranty period and warranties provided by the manufacturer. In connection with Subscription Licenses granted hereunder, the warranty offered by DXC Connect will be the warranty period and warranties provided by Airwatch during the ninety (90) day period following the Delivery Date (the "Software Warranty Period"). AirWatch's sole liability is limited to either:

- a. repair, at its facilities, the Software; or
- b. replace the Software, in each case to correct the nonconformity.

If AirWatch provides written notice that it is unable to correct the nonconformity within a reasonable period, or if neither option a. nor b. is commercially feasible, either party may terminate this agreement upon written notice to the other party. Only when such nonconformity results in termination of this agreement as provided during the Software Warranty Period, DXC Connect shall refund to you the relevant Subscription License fees and the unused remainder of any related prepaid fees for Software Related Services, Maintenance, or Hosted Services ("Other Fees") paid by you

The Software Warranty does not cover situations where:

- c. the Software has not been used in accordance with this agreement;
- d. the Software has been altered in any way by a party other than AirWatch that is not under the direction or control of AirWatch;
- e. the Software is used in an operating environment other than as specified in the DXC Connect Proposal;
- f. such nonconformity in the Software is due to abuse, neglect, or other improper use by you; or
- g. reported errors or nonconformities cannot be reproduced by AirWatch, working, in good faith, with DXC Connect assistance.

11. Indemnity

The Customer must indemnify DXC Connect in relation to all losses, damages, expenses, claims, demands, actions and suits suffered or incurred by, or made or instituted against DXC Connect as a result, directly or indirectly of a breach by you of your obligations under this Agreement.

12. General liability

Notwithstanding any other provisions in this agreement or implied by law, DXC Connect's cumulative liability during the term (and any renewals) for all actions, claims and defaults including negligence will be limited as follows:

- a. For injury to natural persons (including death), is not limited;
- b. For damage to or loss of physical property, is limited to an amount of \$5,000,000; and
- c. For any other damage or loss, is limited to the lesser of either:
 - i. the amount of actual direct damage or loss; or

- ii. the actual amount paid by you to DXC Connect in the last 12 month period in relation to the Services and/or Products that gave rise to the claim.

Notwithstanding any provisions of this Agreement, in no event shall DXC Connect be liable for any special, incidental, indirect economic or consequential damages or for loss of profit, third party claims or revenue or data howsoever caused, regardless of whether DXC Connect was advised of the possibility or likelihood of such loss or damage.

Products and Services supplied by DXC Connect are not designed to be used in high risk and/or life support environments where errors or failures could lead to injury or death without adequate fail safe and redundancy systems.

13. Statutory rights

Notwithstanding the above, if DXC Connect is in breach of a condition or warranty implied by the Australian Consumer Law ("ACL") then DXC Connect's liability, to the extent permitted by law, is limited at its option:

- a. Goods: to the repair or replacement of the goods or paying the cost of having the goods repaired or replaced;
- b. Services: to resupply the Services or paying the cost of resupplying the Services.

14. ACL consumer notice

The following applies to a "consumer" as defined under the ACL - "Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure."

15. Delays

DXC Connect shall not be liable for the consequences of any delays or inability to perform caused by circumstances or events beyond the reasonable control of DXC Connect or its suppliers. The date for performance of any obligations will automatically be extended by the period of the delay.

16. Software

All software is licensed and subject to the original licensor terms and conditions generally supplied with the software or available on request. Any support or warranty is as offered by the original licensor.

17. Third party products and services

Third party products (including software) are resold by DXC Connect on the basis that they are not returnable, are sold „as is" subject to manufacturer's specifications and warranty is on a return to manufacturer basis. Any support services in respect of third party products will be subject to the manufacturer service description and service levels (if any).

18. Change control

The parties will agree on a change control process to ensure that all changes are requested and performed in a controlled and audited manner. Specifically, the party requesting the change will provide detailed requirements and specifications to allow the responding party to properly access and quote on the change. If the change is within scope and a minor variation, the responding party will perform the analysis at no additional charge. If the change is major or out of scope, the responding party may provide an indicative order of magnitude and estimate the additional costs of preparing a formal quote, and if requested to proceed with a formal quote, the costs are payable by the requesting party regardless of whether the actual change proceeds or not.

19. Publicity

The parties agree to co-operate and reasonably consent to the other party using their name, relationship and details of any project or services for reasonable promotional purposes.

20. Poaching

Each party agrees that, for the duration of this Agreement and for 1 year after its expiry, neither party will directly or indirectly employ or engage as an employee or contractor nor solicit the employment of each others' employees or contractors, that are or were connected with or have come into contact with the other as a result of this Agreement, unless the others party's prior written approval is obtained. Should a party advertise a position and the employee of the other party is successful in obtaining that position a placement fee of 3 months annual salary is payable.

21. Export laws

Products, including technical information, software and services of United States origin may be subject to US and Australian export and re export control laws. You agree to comply with these in the use and export of the same.

22. Governing law

These terms are to be construed subject to the laws and courts of New South Wales.

23. Confidential information

23.1 In this clause, "confidential information" means information disclosed by or on behalf of one party (Discloser) to the other party (Recipient) or of which the Recipient becomes aware, during the term of the Agreement or in prior discussions between the parties in anticipation of the Agreement, including:

- a. information designated as confidential by the Discloser; and

- b. any other information which by its nature should reasonably be considered to be confidential information of the Discloser or of a person to whom the Discloser owes a duty of confidence.

23.2 Confidential information may be provided in writing, electronically, verbally or otherwise. Confidential information does not include any information, which the Recipient can prove either is in the public domain or was known by the Recipient at the time of disclosure, other than through a breach of the Agreement.

23.3 The Recipient must:

- a. subject to clause 23.4, keep confidential and not disclose to any person any confidential information;
- b. not use or permit the use of any confidential information for any purpose other than that contemplated by the Agreement, unless authorised by a separate agreement between the parties; and
- c. establish and maintain comprehensive security measures to ensure that all confidential information in its possession, custody or control is secure at all times. This includes information provided to its employees, officers and agents. Without limiting this obligation, the Recipient must keep all confidential information no less secure than its own confidential information.

23.4 The Recipient may disclose confidential information:

- a. as expressly required or permitted by this agreement (if applicable);
- b. with the written consent of the Discloser; or
- c. to the extent required by law, by an order of a court or of a regulatory body or by the listing rules of the Australian Stock Exchange.

23.5 If the Recipient is required to disclose any confidential information, the Recipient must before doing so:

- a. notify the Discloser; and
- b. if possible, give the Discloser a reasonable opportunity to take any steps it considers necessary to protect the confidentiality of the confidential information.

23.6 On termination of the Agreement, the Recipient must, on the request of the Discloser, immediately:

- a. at the Discloser's choice, either return to the Discloser or destroy all documents in the possession, custody or control of the Recipient containing any confidential information;
- b. delete the confidential information from any computer system or other device operated, controlled or which may be addressed by the Recipient; and
- c. confirm by notice in writing to the Discloser that this clause 23.6 has been complied with.

24. License restrictions.

24.1 You shall not use the Software or any of its features to invade the privacy of any person or otherwise violate any law, including, but not limited to, by usage of GPS functionality, location/tracking services, and the like.

24.2 You shall not:

- a. modify, adapt, translate, duplicate, disassemble, decompile, reverse assemble, reverse compile, or reverse engineer, or take similar action with respect to the Software for any purpose, or
- b. attempt to discover the underlying source code or algorithms of the Software.

24.3 To the extent that you are using the AirWatch Products to manage Devices running on iOS, you must have obtained your APN Certificate and, under no circumstances, will you use the AirWatch Products with the APN Certificate of any other Person and no other person may utilize your APN Certificate.

**Learn more at
[www.dxc.technology/
connect](http://www.dxc.technology/connect)**

About DXC Technology

DXC Technology (DXC: NYSE) is the world's leading independent, end-to-end IT services company, serving nearly 6,000 private and public-sector clients from a diverse array of industries across 70 countries. The company's technology independence, global talent and extensive partner network deliver transformative digital offerings and solutions that help clients harness the power of innovation to thrive on change. DXC Technology is recognized among the best corporate citizens globally. For more information, visit dxc.technology.