

DXC Connect Standard Terms and Conditions

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 8 Amendments) your purchase order.
- 1.2 Maintenance Services:** DXC Connect agrees to restore Products to good working order and will perform any other maintenance activities detailed in the selected Service Description, including service levels (if any).
- 1.3 Other Services:** These include time and materials work and ad hoc consulting work as available from DXC Connect from time to time.
- 1.4 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.
- 1.5 Schedule(s):** This means a DXC Connect Maintenance Schedule which contains details of the Products, Maintenance Services and other relevant details.
- 1.6 Service (s):** means the services provided by DXC Connect which may include consultancy, installation, network and auditing services, training but excludes maintenance services
- 1.7 Service Description:** This means a document describing services, service levels and any other relevant terms and conditions, which forms part of this Agreement.
- 1.8 Warranty:** This means the repair of manufacturing defects during the manufacturers' stated warranty period and are generally return to depot services.

2. Charges and payment

- a) All charges are due and payable within 30 days of the date of invoice.
- b) Overdue payments will attract interest at the rate of NAB overdraft rate plus 2%.
- c) Maintenance charges are billed annually in advance and are not refundable.
- d) Payment for Product is due 100% on part or full shipment to a DXC Connect's staging facility or direct to Customer premises.
- e) Payment for Services is due on order value as follows:
- i. \$0 - \$10K: 100% on delivery of Services;
 - ii. \$10K - \$100K: 50% payment on receipt of order and 50% on delivery of Services;
 - iii. >\$100K as per the following milestones:
 - a) receipt of order 20%;
 - b) design/plan 30%;
 - c) implementation 40%;
 - d) practical completion 10%.
 - iv. Or as separately agreed in writing.

3. Time and materials

- a. Other Services may include time & materials (T&M), a generic term to describe a facility for the supply of services and resources that are
- b. not part of a contracted or scoped service agreement. T&M may be prepaid or postpaid.
- c. Post paid T&M will be invoiced on a monthly basis, in arrears, based on timesheet entries. DXC Connect will provide a statement at time of invoicing with itemised timesheet entries.
- d. Prepaid T&M will be billed 100% upon receipt of Customer PO. DXC Connect will provide a monthly statement showing amount consumed against this PO for the previous month.
- e. Prepaid and postpaid T&M will be valid for 12 months from the date of acceptance of a PO by DXC Connect. A new PO will need to be provided after that time.
- f. T&M Services are also provided on the following terms:
 - i. DXC Connect standard working week is Monday to Friday (excluding public holidays), 8.30am to 5.00pm, with a standard 1 hour lunch break.
 - ii. Work outside DXC Connect standard working hours can be mutually agreed between the Customer and the DXC Connect resource involved. Out of hours is billed at 1.5 times the standard rate.
 - iii. Travel time is charged at the applicable T&M sell rates. Travel costs including airfares, taxi, motor vehicle and accommodation are charged out at cost plus a 15% administration fee.
 - iv. DXC Connect requires 10 working days notice to provide the appropriate level of resource (although best efforts will be made for more urgent requests).
 - v. At least 2 business days notice is required to schedule out of hours work.
 - vi. There is a minimum 4 hour engagement (including any travel time).
 - vii. There is a minimum 2 hour engagement for remote consultancy.

4. 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.

5. Exchange rate fluctuation

Product(s) are subject to exchange rate fluctuation. DXC Connect may (if the products or services have not yet been delivered to you) vary its price to take into account the changes in exchange rate as at invoice date.

6. Term and renewals

Warranty, Maintenance Services and Charges commence on the date of delivery of the Product and are payable, in advance, for the initial 12 month term. Warranty and Maintenance Services pricing for subsequent terms is subject to variation (subject to variations in Supplier pricing). Maintenance Services automatically renew annually for successive twelve-month terms unless terminated by either party by giving at least 60 days written notice prior to the next renewal date.

7. Taxes

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

8. Amendments

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

9. Delivery and performance

If DXC Connect is unable to deliver all or any part of the Product or perform the Services within (in DXC Connect's opinion) a reasonable time or at all, the 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.

10. Installation and commissioning

You must provide DXC Connect with all assistance reasonably requested in respect of installation and commissioning of the product.

11. Delivery and installation charges

Charges, unless otherwise stated, exclude delivery and installation fees. Any non-standard delivery requirements (eg stairs, difficult or narrow access) will require a site inspection and additional charges may apply.

12. 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.

13. Customer obligations

You are required to provide assistance, access to site, resources, facilities and conduct reviews and approvals as set out in the project plan (if any) by the time and dates agreed. In the event of delays, the schedule will be adjusted and any additional costs incurred will be payable by you. You are responsible for all site approvals (including landlord and council if any), cabling, power and/or environment preparation required. You are responsible for all data security and backup and will implement suitable antivirus protection measures.

14. 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.
No termination for convenience applies.

15. 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. Warranty uplift service is an additional Maintenance Service provided by DXC Connect to supplement the manufacturer's warranty and you assign to DXC Connect the right to claim under that manufacturer's warranty.

16. Site safety

You will ensure that the site where the Products are located is safe and complies with all relevant health and safety laws and regulations. DXC Connect may suspend or refuse service if conditions at the site are in its reasonable opinion unsafe.

17. 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.

18. 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 amount paid by you to DXC Connect in the last 12 month period in relation to actual 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.

19. 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.

20. 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.”

21. 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.

22. EXCLUSIONS

Maintenance Services exclude:

- a. Items which are not listed in an DXC Connect’s invoice or Schedule ;
- b. Service for items that are not at a minimum current hardware and software version configuration;
- c. Upgrading, modifying or refurbishing;
- d. New versions or releases of software, including microcode except as specifically detailed in a Schedule;
- e. Supply and installation of consumables (including user replaceable items);
- f. Updates to documentation unless normally supplied by the manufacturer;

g. Repairs required due to:

- i. Misuse or abuse;
- ii. Damage or malfunction caused by fire, smoke, heat, water, flood, storm, lightning, electrical failure and any other Act of God;
- iii. Repairs or modifications by any party other than DXC Connect;
- iv. Use other than in manufacturer's specified operating environment;
- v. Products being moved by any person (other than DXC Connect) who has not complied with manufacturer's instructions;
- vi. Use in excesses of its rated life span, become unserviceable or worn out;
- vii. Manufacturer recalls including product or parts replacement or substitution.

h. For warranty uplift services, inability or refusal of the manufacturer to provide services or spares under any warranty that you have assigned to DXC Connect.

Where the above exclusions apply, DXC Connect will advise you and may offer to provide continue to provide service on a chargeable time and materials basis.

23. Title and risk

Risk passes to you on delivery of the Products. Title passes to you when DXC Connect receives payment in full for each Product. For replacements parts provided under Maintenance Services, title in parts will pass and vest between the parties upon exchange.

24. 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.

25. 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 manufacturers 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).

26. 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.

27. Publicity

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

28. Poaching

Each party agrees that, for the duration of this Agreement and for 1 year after its expiry, neither 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.

29. 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.

30. Governing law

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

**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.