

# **DXC Connect Purchase Order Terms**

The following are DXC Connect Standard Purchase Order terms and conditions, which shall apply to all Purchase Orders, unless we have entered into a separate written agreement. Please retain a copy for your files. These terms and conditions do not take precedence over any existing DXC Connect contract between you and DXC Connect.

All Purchase Orders will be sent to you by hand, mail, fax or email, and will reference this set of standard Purchase order terms and conditions.

DXC Connect requires a Purchase Order to be issued in order to commit and pay for delivery of product and/or service. Invoices submitted to Accounts Payable without a Purchase Order number referenced will be returned to the supplier unpaid by the Accounts Payable department. Please insist on obtaining a Purchase Order for any purchase made by DXC Connect prior to delivering goods or services.

## **1. Services and deliverables**

Seller agrees to perform the services ('Services') and/or provide the goods or Service deliverables (collectively referred to as 'Goods'), described in any purchase order, in accordance with the applicable purchase order, scope of work and with these Terms and Conditions ('Agreement'). Seller shall be bound by the provisions of this Agreement, including all provisions set forth on the face of any applicable purchase order unless Seller objects to such terms in writing and does not ship the Goods or commence the Services.

DXC Connect reserves the right to reschedule any delivery or cancel any purchase order at any time prior to shipment of the Goods or prior to commencement of any Services. DXC Connect shall not be subject to any charges or other fees as a result of such cancellation.

## **2. Delivery**

Delivery of Goods shall be made pursuant to the schedule, via the carrier and to the place specified on the face of the applicable purchase order. DXC Connect reserves the right to return, shipping charges collect, all Goods received in advance of the delivery schedule. If no method of shipment is specified in the purchase order, Seller shall use the least expensive carrier using the most expeditious form of transportation. In the event Seller fails to deliver the Goods within the time specified, DXC Connect may, at its option, decline to accept the Goods and terminate the Agreement.

Seller shall package all items in suitable containers to permit safe transportation and handling. Each delivered container must be labelled and marked to identify contents without opening and all boxes and packages must contain packing sheets listing contents. DXC Connects purchase order number must appear on all shipping containers, packing sheets, delivery tickets and bills of lading.

## **3. Identification, risk of loss & destruction of goods**

Seller assumes all risk of loss until signed receipt by DXC Connect. Title to the Goods shall pass to DXC Connect upon receipt by it of the Goods at the designated destination.

## 4. Payment

As full consideration for the performance of the Services, delivery of the Goods and the assignment of rights to DXC Connect as provided herein, DXC Connect shall pay Seller (i) the amount agreed upon and specified in the applicable purchase order, or (ii) Seller's quoted price on date of shipment (for Goods), or the date Services were started (for Services), whichever is lower. Applicable taxes and other charges such as shipping costs, duties, customs, tariffs, imposts and government imposed surcharges shall be stated separately on Seller's invoice. Payment is made when DXC Connect's cheque is mailed. Payment shall not constitute acceptance.

Each invoice submitted by Seller must be provided to DXC Connect within ninety (90) days of completion of the Services or delivery of Goods and must reference the applicable purchase order, and DXC Connect reserves the right to return all incorrect invoices. Unless otherwise specified on the face of a purchase order, DXC Connect shall pay the invoiced amount within fourty-five (45) days after receipt of a correct invoice.

## 5. Warranties

### 5.1 Services:

Seller represents and warrants that all Services shall be completed in a professional, workmanlike manner, with the degree of skill and care that is required by current, good and sound professional procedures. Further, Seller represents and warrants that the Services shall be completed in accordance with applicable specifications and shall be correct and appropriate for the purposes contemplated in this Agreement.

### 5.2 Goods:

Seller warrants that all Goods provided will be new and will not be used or refurbished. Seller warrants that all Goods delivered shall be free from defects in materials and workmanship and shall conform to all applicable specifications for a period of twelve (12) months from the date of delivery to DXC Connect or for the period provided in Seller's standard warranty covering the Goods, whichever is longer. Seller hereby agrees that it will make spare parts available to DXC Connect for a period of five (5) years from the date of shipment at Seller's then current price, less applicable discounts. All warranties shall run both to DXC Connect and to its customers.

### 5.3 Remedy:

If DXC Connect identifies a warranty problem during the warranty period, DXC Connect will promptly notify Seller of such problems and will return the Goods to Seller, at Seller's expense. Within five (5) business days of receipt of the returned Goods, Seller shall, at DXC Connect's option, either repair or replace such Goods, or credit DXC Connect's account for the same. Replacement and repaired Goods shall be warranted for the remainder of the warranty period or 90 days, whichever is longer.

## 6. Inspection

DXC Connect shall have a reasonable time after receipt of Goods or Service deliverables and before payment to inspect them for conformity hereto, and Goods received prior to inspection shall not be deemed accepted until DXC Connect has run an adequate test to determine whether the Goods conform to the specifications hereof. Use of a portion of the Goods for the purpose of testing shall not constitute an acceptance of the Goods. Nonconforming Goods will be rejected and returned to Seller freight collect and risk of loss will pass to Seller upon DXC Connect's delivery to the common carrier.

## 7. Independent contractor

Seller is an independent contractor for all purposes, without express or implied authority to bind DXC Connect by contract or otherwise. Neither Seller nor its employees, agents or subcontractors are agents or employees of DXC Connect, and therefore are not entitled to any employee benefits of DXC Connect, including but not limited to, any type of insurance. Seller shall be responsible for all costs and expenses incident to performing its obligations under this Agreement and shall provide Seller's own supplies and equipment.

## 8. Seller responsible for taxes and records

Seller shall be solely responsible for filing and paying all federal, state and local taxes, including estimated taxes and employment taxes, due with respect to Seller's receipt of payment under this Agreement.

## 9. Insurance

Seller shall be solely responsible for maintaining adequate health, car, workers' compensation, unemployment compensation, disability, liability, and other insurance, as is required by law. Upon request, Seller shall provide DXC Connect with certificates of insurance or evidence of coverage before commencing performance under this Agreement. Seller shall provide adequate coverage for any DXC Connect property under the care, custody or control of Seller.

## 10. Indemnity

Seller shall indemnify, hold harmless, and at DXC Connects request, defend DXC Connect, its officers, directors, customers, agents and employees, against all claims, liabilities, damages, losses and expenses, including attorneys' fees and cost of suit arising out of or in any way connected with the Goods or Services provided under this Agreement, including, without limitation, (i) any claim based on the death or bodily injury to any person, destruction or damage to property, or contamination of the environment and any associated clean up costs, (ii) any claim based on the negligence, omissions or wilful misconduct of Seller, and (iii) any claim by a third party against DXC Connect alleging that the Goods or Services, the results of such Services, or any other products or processes provided under this Agreement, infringe a patent, copyright, trademark, trade secret or other proprietary right of a third party, whether such are provided alone or in combination with other products, software or processes. Seller shall not settle any such suit or claim without DXC Connects prior written approval. Seller agrees to pay or reimburse all costs that may be incurred by DXC Connect in enforcing this indemnity, including attorneys' fees.

Seller shall, at is sole cost and expense, either: (a) substitute fully equivalent non-infringing Goods or Services; (b) modify the Goods or Services so that they no longer infringe but remain fully equivalent in functionality; (c) obtain for DXC Connect, its distributors, subcontractors or customers the right to continue using the Goods or Services; or (d) if none of the foregoing is possible, refund all amounts paid for the infringing Goods or Services.

## 11. Confidentiality

Seller will acquire knowledge of DXC Connect Confidential Information (as defined below) in connection with its performance hereunder and agrees to keep such DXC Connect Confidential Information in confidence during and following termination or expiration of this Agreement. "DXC Connect Confidential Information" includes but is not limited to all information, whether written or oral, in any form, including without limitation, information relating to the research, development, products, methods of manufacture, trade secrets, business plans, customers, vendors, finances, personnel data, Work Product (as defined herein) and other material or information considered proprietary by DXC Connect relating to the current or anticipated business or affairs of DXC Connect which is disclosed directly or indirectly to Seller. In addition, DXC Connect Confidential Information means any third party's proprietary or confidential information disclosed to Seller in the course of providing Services or Goods to DXC Connect. DXC Connect Confidential Information does not include any information (i) which Seller lawfully knew without restriction on disclosure before DXC Connect disclosed it to Seller, (ii) which is now or becomes publicly known through no wrongful act or failure to act of Seller, (iii) which Seller developed independently without use of the DXC Connect Confidential Information, as evidenced by appropriate documentation, or (iv) which is hereafter lawfully furnished to Seller by a third party as a matter of right and without restriction on disclosure. In addition, Seller may disclose Confidential Information which is required to be disclosed pursuant to a requirement of a government agency or law so long as Seller provides prompt notice to DXC Connect of such requirement prior to disclosure.

Seller agrees not to copy, alter or directly or indirectly disclose any DXC Connect Confidential Information. Additionally, Seller agrees to limit its internal distribution of DXC Connect Confidential Information to persons who have a need to know, and to take steps to ensure that the dissemination is so limited, including the execution of nondisclosure agreements with provisions substantially similar to those set forth herein. In no event will Seller use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of DXC Connect Confidential Information.

Seller further agrees not to use the DXC Connect Confidential Information except in the course of performing hereunder and will not use such DXC Connect Confidential Information for its own benefit or for the benefit of any third party. The mingling of the DXC Connect Confidential Information with information of Seller shall not affect the confidential nature or ownership of the same as stated hereunder. Seller agrees not to design or manufacture any products which incorporate DXC Connect Confidential Information. All DXC Connect Confidential Information is and shall remain the property of DXC Connect. Upon DXC Connect's written request or the termination of this Agreement, Seller shall return, transfer or assign to DXC Connect all DXC Connect Confidential Information, including all Work Product, as defined herein, and all copies thereof.

## 12. Ownership of work product

For purposes of this Agreement, "Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, Service deliverables, inventions, products, computer programs, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Seller alone or with others which result from or relate to the Services performed hereunder. Standard Goods manufactured by Seller and sold to DXC Connect without having been designed, customized or modified for DXC Connect do not constitute Work Product. All Work Product shall at all times be and remain the sole and exclusive property of DXC Connect. Seller hereby agrees to irrevocably assign and transfer to DXC Connect and does hereby assign and transfer to DXC Connect all of its worldwide right, title and interest in and to the Work Product including all associated intellectual property rights. DXC Connect will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name or to follow any other procedure that DXC Connect deems appropriate. Seller agrees: (a) to disclose promptly in writing to DXC Connect all Work Product in its possession; (b) to assist DXC Connect in every reasonable way, at DXC Connects expense, to secure, perfect, register, apply for, maintain, and defend for DXC Connects benefit all

copyrights, patent rights, mask work rights, trade secret rights, and all other proprietary rights or statutory protections in and to the Work Product in DXC Connects name as it deems appropriate; and (c) to otherwise treat all Work Product as DXC Connect Confidential Information as described above. These obligations to disclose, assist, execute and keep confidential survive the expiration or termination of this Agreement. All tools and equipment supplied by DXC Connect to Seller shall remain the sole property of DXC Connect.

Seller will ensure that its personnel, subcontractors and agents waive any and all claims and rights, including moral rights, and assign to DXC Connect any and all rights or any interests in any Work Product or original works created in connection with this Agreement. Seller irrevocably agrees not to assert against DXC Connect or its direct or indirect customers, assignees or licensees any claim of any intellectual property rights of Seller affecting the Work Product.

## 13. Non-Interference with business

During and for a period of one year immediately after the termination or expiration of this Agreement, Seller agrees not to solicit or induce any employee or independent contractor to terminate or breach an employment, contractual or other relationship with DXC Connect.

## 14. Termination

DXC Connect may terminate this Agreement upon written notice to Seller if Seller fails to perform or otherwise breaches this Agreement, files a petition in bankruptcy, becomes insolvent, or dissolves. In the event of such termination, DXC Connect shall pay Seller for the portion of the Services satisfactorily performed and those conforming Goods delivered to DXC Connect through the date of termination, less appropriate offsets, including any additional costs to be incurred by DXC Connect in completing the Services.

DXC Connect may terminate this Agreement, or any Service(s), for any other reason upon thirty (30) days' written notice to Seller. Seller shall cease to perform Services and/or provide Goods under this Agreement on the date of termination specified in such notice. In the event of such termination, DXC Connect shall be liable to Seller only for those Services satisfactorily performed and those conforming Goods delivered to DXC Connect through the date of termination, less appropriate offsets.

Seller may terminate this Agreement upon written notice to DXC Connect if DXC Connect fails to pay Seller within sixty (60) days after Seller notifies DXC Connect in writing that payment is past due.

Upon the expiration or termination of this Agreement for any reason: (a) each party will be released from all obligations to the other arising after the date of expiration or termination, except for those which by their terms survive such termination or expiration; and (b) Seller will promptly notify DXC Connect of all DXC Connect Confidential Information or any Work Product in Seller's possession and, at the expense of Seller and in accordance with DXC Connects instructions, will promptly deliver to DXC Connect all such DXC Connect Confidential Information and/or Work Product.

## 15. Remedies

If Seller breaches this Agreement, DXC Connect shall have all remedies available by law and at equity. For the purchase of Goods, Seller's sole remedy in the event of breach of this Agreement by DXC Connect shall be the right to recover damages in the amount equal to the difference between market price at the time of breach and the purchase price specified in the

Agreement. Seller shall have no right to resell Goods for DXC Connects account in the event of wrongful rejection, revocation of acceptance, failure to make payment or repudiation by DXC Connect and any resale so made shall be for the account of Seller.

## **16. Force majeure**

DXC Connect shall not be liable for any failure to perform including failure to (i) accept performance of Services or, (ii) take delivery of the Goods as provided caused by circumstances beyond its control which make such performance commercially impractical including, but not limited to, acts of God, fire, flood, acts of war, government action, accident, labor difficulties or shortage, inability to obtain materials, equipment or transportation. In the event DXC Connect is so excused, either party may terminate the Agreement and DXC Connect shall at its expense and risk, return any Goods received to the place of shipment.

## **17. Severability**

If any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

## **18. Limitation of liability**

IN NO EVENT SHALL DXC CONNECT BE LIABLE TO SELLER OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, LOSS OF PROFITS, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF DATA OR BUSINESS, ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, WHETHER OR NOT DXC CONNECT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

## **19. Assignment waiver**

Seller may not assign this Agreement or any of its rights or obligations under this Agreement, without the prior written consent of DXC Connect. Any assignment or transfer without such written consent shall be null and void. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of DXC Connect without restriction. A waiver of any default hereunder or of any term or condition of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition.

## **20. Non-exclusive agreement**

This is not an exclusive agreement. DXC Connect is free to engage others to perform Services or provide Goods the same as or similar to Seller's. Seller is free to, and is encouraged to, advertise, offer and provide Seller's Services and/or Goods to others; provided however, that Seller does not breach this Agreement.

## 21. Notices

Except for Purchase Orders which may be sent by local mail, facsimile transmission, or electronically transmitted, all notices, and other communications hereunder shall be in writing, and shall be addressed to Seller or to an authorized DXC Connect representative, and shall be considered given when (a) delivered personally, (b) sent by confirmed telex or facsimile, (c) sent by commercial overnight courier with written verification receipt, or (d) three (3) days after having been sent, postage prepaid, by first class or certified mail.

## 22. Survival of obligations

Any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

## 23. Government law

This Agreement shall be construed in accordance with, and disputes shall be governed by, the laws of the State of NSW, Australia.

## 24. Entire agreement modification

This Agreement is the complete, final and exclusive statement of the terms of the agreement between the parties and supersedes any and all other prior and contemporaneous negotiations and agreements, whether oral or written, between them relating to the subject matter hereof. This Agreement may not be varied, modified, altered, or amended except in writing, including a purchase order or a change order issued by DXC Connect, signed by the parties. The terms and conditions of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any acknowledgment or other document submitted by Seller. Notwithstanding the foregoing, this Agreement will not supersede or take the place of any written agreement which is signed by both parties and covers the same subject matter as this Agreement or its related purchase orders.

## 25. Compliance with laws

### 25.1 General:

Seller shall comply fully with all applicable federal, state and local laws in the performance of this Agreement including, but not limited to, all applicable employment, tax, export control and environmental laws.

### 25.2 Hazardous Materials:

If Goods include hazardous materials, Seller represents and warrants that Seller understands the nature of any hazards associated with the manufacture, handling and transportation of such hazardous materials.



## **26. Injunctive relief**

Seller acknowledges and agrees that the obligations and promises of Seller under this Agreement are of a unique, intellectual nature giving them particular value. Seller's breach of any of the promises contained in this Agreement will result in irreparable and continuing damage to DXC Connect for which there will be no adequate remedy at law and, in the event of such breach, DXC Connect will be entitled to seek injunctive relief, or a decree of specific performance.

**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](http://dxc.technology).