

**DXC Connect**  
**Standard Terms and Conditions**  
**Integrated Telephony as a Service**

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 and interpretation

## 1.1 Definitions

The **Customer**, the **Fees**, the **Software** and the **Services** have the meaning given in the **iTaaS Proposal**.

The following words have these meanings in the Agreement:

**Activated Number of Users:** means at any given time, the number of activated or configured Base Users on any given iTaaS platform.

**Activated Number of Devices:** means at any given time, the number of devices which are activated or configured on any given iTaaS platform. A device is any terminal interoperable with the iTaaS Service. Such terminals include, but are not limited to, an IP terminal, analog equipment (set, fax), DECT terminals, mobile IP Telephony terminals, SIP terminals, cellular clients, personal computer, smart phone, phones for attendants, external connectivity to trunks or third-party services through APIs, and any similar or equivalent means, either present or future and either used in a standalone mode or as integrated into another device.

**Base User** means an iTaaS User having access to IP Telephony and Unified Messaging

**Agreement** means the iTaaS Proposal including its schedules and annexure(s) and any other document expressly incorporated by reference, subject to clause 3.1, and attached to these Standard Terms for the iTaaS Service.

**Application** means a commercial item of any software or any feature of software provided by a third party and made available by DXC Connect to the Customer as part of the iTaaS Service.

**Billing Month** means the period ending on the last day of each calendar month or such other day as agreed by both parties.

**GST Law** means the New Tax System (Goods and Services) Act 1999 and any other law dealing with the imposition or administration of a goods and services tax in Australia. Terms used in the Agreement, which are defined in the GST Law, have the meaning given in that law.

**Initial Term** means the period provided for in the iTaaS Proposal

**Installation Services** means the professional services associated with the installation, commissioning and or onboarding of the iTaaS Service as specified on receipt of a work order, purchase order or iTaaS Proposal.

**Intellectual Property Rights** means intellectual property rights at any time protected by statute or common law including copyright, trade marks (whether or not registered), patents, registered designs and rights in circuit layouts.

**iTaaS Service** means a solution consisting of core platform, software, services and support (if required)

**iTaaS Proposal** means the sales proposal detailing the proposed solution including all iTaaS Services and Support.

**Minimum Usage:** means the minimum Usage for which the Customer has committed to pay the Fees under a given iTaaS Contract.

**Negative Flexibility:** means the right granted to the Customer to decrease the Usage, from the point of reference, in any iTaaS Contract within the flexibility limit of -30% on Base Users in such iTaaS Contract, which correlatively decreases the total of the pricing for such iTaaS Contract in the same proportion.

**Positive Flexibility:** means the increase by the Customer of the Usage which correlatively increases the total pricing in the same proportion. The extent of the Positive Flexibility is dependent on the capacities of the System. An increase of more than 25% of the base Usage needs to be approved by DXC Connect.

**Service Commencement Date:** means the date on which the iTaaS Service is commissioned and is operational.

**Support Pricing** means all cost of support services with recurring fees that are included in the iTaaS Proposal.

**Termination Fee:** means the amount to be paid by the Customer to DXC Connect in case of early termination of any iTaaS Contract for whatever reason.

**Usage:** means usage of the iTaaS Service granted pursuant to a valid iTaaS Contract. Usage is calculated using the the Activated Number of Base Users, the Activated number of applications and/or the Activated Number of Devices

**Users:** means the Customer users utilizing the iTaaS Service pursuant to an iTaaS Contract.

**Work Order:** means a notice received from the customer to commence supplying the iTaaS Service at specific site as agreed between parties or advised by DXC Connect.

## 1.2 Interpretation

The following apply in the interpretation of the Agreement, unless the context requires otherwise.

- a. A reference to any Act, regulation, rule or similar instrument includes any consolidations, amendments or re-enactments of it, any replacements of it, and any regulation or other statutory instrument issued under it.
- b. A reference to the singular includes the plural number and vice versa.
- c. A reference to a gender includes a reference to each gender.
- d. A reference to a party means a person who is named as a party to the Agreement.
- e. **Person** includes a firm, corporation, body corporate, unincorporated association and a governmental authority.
- f. A reference to a party or a person includes that party's or person's executors, legal personal representatives, successors, liquidators, administrators, trustees in bankruptcy and similar officers and, where permitted under the Agreement, their substitutes and assigns.
- g. An agreement on the part of, or in favour of, two or more persons binds or is for the benefit of them both jointly and severally.
- h. **Includes** means includes but without limitation.
- i. Where a word or expression has a defined meaning, its other grammatical forms have a corresponding meaning.
- j. A reference to doing something includes an omission, statement or undertaking (whether or not in writing) and includes executing a document.
- k. A reference to a clause, schedule or annexure is a reference to a clause of, or a schedule or an annexure to the Agreement.
- l. A reference to dollars or \$ is to Australian currency.
- m. A heading is for reference only. It does not affect the meaning or interpretation of the Agreement.
- n. Any schedule attached to this Agreement forms part of it. If there is any inconsistency between any clause of this Agreement and any provision in any schedule or attachment, the clause of this Agreement will prevail.

## 2. Term of agreement

- 2.1 This Agreement will commence on delivery of the OTEC Open Key licence by DXC Connect to the Customer shall continue for the Initial Term as provided for in the iTaaS Proposal.
- 2.2 Prior to, or at the end of the Initial Term, the parties will discuss the terms of any renewal or extension.

## 3. THE AGREEMENT

- 3.1 The Agreement is formed when the Customer has signed and witnessed this Agreement and is accepted by DXC Connect. Any additional terms in a Customer's work order or purchase order do not form part of this Agreement unless expressly accepted by DXC Connect in writing.
- 3.2 These Standard Terms - iTaaS Services may only be varied if approved in writing by DXC Connect.
- 3.3 The Agreement contains the entire understanding between the parties for the supply of an iTaaS Service by DXC Connect to the Customer and supersedes all prior agreements, arrangements and communications, whether oral or written, with respect to the iTaaS Service.
- 3.4 In the event of any inconsistency between these Standard Terms of iTaaS Service and other terms in the Agreement, these Standard Terms of iTaaS Service prevail to the extent of such inconsistency.
- 3.5 DXC Connect and its suppliers reserve the right to carry out product improvement programmes, which could result in changes to the iTaaS Service to be delivered under this agreement, provided that these changes will not degrade the quality of the iTaaS Service or its performance in comparison with the relevant manufacturer's written description and specifications current as at the date of the iTaaS Proposal.

## 4. Fees and payment

- 4.1 The Customer must pay DXC Connect for each iTaaS Service initially outlined in the iTaaS Proposal and specified in the monthly invoice, at the times and in the manner provided. The Customer must pay the Fees and any other amounts payable under the iTaaS Proposal at the end of each billing month within 30 days of DXC Connect's invoice.
- 4.2 Unless expressly stated otherwise in the iTaaS Proposal, the fees are exclusive of all taxes and inclusive of all duties. The Customer must pay DXC Connect all taxes including any new or additional taxes that are payable in relation to the iTaaS Service, on demand by DXC Connect.
- 4.3 Any technical issue affecting the System in whole or in part:
- a. shall not affect such obligation to pay;
  - b. shall not give rise to any deduction from the pricing, and;
  - c. shall have to be escalated under the applicable Support service contract.
- 4.4 If the Customer fails to make any payment when due (Unpaid Amount) then:
- a. The Customer must pay on demand, as agreed damages for late payment, interest of 0.3% per week on the Unpaid Amount;
  - b. DXC Connect can suspend the performance of the iTaaS Service until the Unpaid Amount is received.

- 4.5 In the event of DXC Connect instructing its solicitors to collect an Unpaid Amount, all legal fees and collection charges as between solicitor and DXC Connect shall be borne and charged to the Customer and exercise of these rights will be without prejudice to any other rights DXC Connect may have under the Agreement.

## 5. GST

- 5.1 GST Law means the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any other law dealing with the imposition or administration of a goods and services tax in Australia. Terms used in this clause which are defined in the GST Law have the meanings given in that law.
- 5.2 Amounts payable under the Agreement do not include GST unless otherwise stated.
- 5.3 If any payment made or other consideration given by a party (Payer) in connection with this Agreement does not include GST and is the consideration for a taxable supply for which the party who makes the supply (Supplier) is liable for GST, the Payer must, at the same time as the consideration is given, pay to the Supplier an additional amount equal to the amount of the consideration multiplied by the rate of GST under the GST Law.
- 5.4 Any reference in the Agreement to a cost or expense to be reimbursed by one party to another (Payee) includes any GST payable in connection with a taxable supply to which that cost or expense relates, less the amount of any input tax credit that the Payee or, if the Payee is a member of a GST group, the representative member of the GST group is entitled to claim.

## 6. ITAAS service and support

- 6.1 The iTaaS Service includes IP telephony, Unified Messaging and optional Unified Communications features.
- 6.2 iTaaS Support options are outlined in the iTaaS Proposal. Commencement of iTaaS support will take place when the customer receives the OTEC Open key Licence and correlatively to the Activated Number of Users and Devices..

## 7. Usage

- 7.1 Fees are payable on the activation of Base Users or Devices even though there is no actual usage after such activation.

## 8. Flexibility

- 8.1 The Customer is authorized to decrease or increase the Usage at any time within the flexibility limits. Such a decrease or increase will respectively reduce or increase the
- 8.2 The Negative Flexibility rate of an iTaaS Contract is -30%, and is to be applied on the maximum Usage for a Base User reached at any time under such iTaaS Contract (such maximum being herein referred to as the "Point of Reference").
- 8.3 When the Customer increases the Usage under a concerned iTaaS Contract through the Positive Flexibility and the increased Activated Number of Users and/or Devices is higher than the previous maximum Activated Number reached under such iTaaS Contract, such new Activated Number of Users and/or Devices becomes the new Point of Reference for the calculation of the Termination Fees under such iTaaS Contract.
- 8.4 If the Customer requests a variation to the iTaaS Service, (other than in relation to the Flexibility procedures), the following conditions will apply:

- a. if DXC Connect accepts the requested variation, the iTaaS Service will be deemed to include such variation from the date agreed; and
- b. the Fees for the iTaaS Service will be adjusted to reflect the variation; and
- c. any variation is, subject to agreement in writing (including the Customer's acceptance of any variation in Fees).

## 9. Customer obligations

The Customer shall notify DXC Connect of any changes to its network, independent carrier, firewall or any other matter that may affect the delivery of the iTaaS Service as soon as practicable to enable DXC Connect to determine if any change to the delivery of the iTaaS Service is required.

## 10. Intellectual property rights

- 10.1** Intellectual Property Rights in the iTaaS Service are owned by DXC Connect or the manufacturer or licensor of the Software (Third Party Suppliers).
- 10.2** The Customer must promptly notify DXC Connect of any infringement, or any suspected or claimed infringement, of any Intellectual Property Rights in the iTaaS Service and Support (Infringement) and the Customer:
- a. must give DXC Connect all information available to the Customer in connection with the Infringement;
  - b. must render its fullest co-operation and assistance to DXC Connect in relation to resolving the Infringement;
  - c. must not, without the prior written consent of DXC Connect, make any admissions concerning the Infringement; and
  - d. releases and holds harmless DXC Connect from any liability in respect of an Infringement if the Customer used the iTaaS Service not supplied or authorised by DXC Connect, or modified in a manner not authorised by DXC Connect, or in any way not authorised by or reasonably foreseen by DXC Connect.
- 10.3** DXC Connect and the Third Party Suppliers will have complete control at their own expense of all matters relating to any claim including any defence, negotiations, settlement or compromise in respect of the claim.

## 11. Exclusions

- 11.1** In the event that during the Agreement term, a given Application is discontinued and the technical vendor support is no longer available for such Application, both Parties shall upon DXC Connect's request agree on either the
- a. replacement of the discontinued Application by another application, or
  - b. discontinue the Application with any applicable adjustment to the Fees.
- 11.2** If the Customer reports a defect in the iTaaS Service and that defect is found by DXC Connect to not exist or to have arisen as a result of any act or omission on the part of the Customer, the Customer must pay DXC Connect the costs as determined by DXC Connect which DXC Connect incurred in investigating the defect.
- 11.3** DXC Connect does not warrant the independent carrier's uptime, performance or capacity.

## 12. Indemnity

**12.1** The Customer must indemnify DXC Connect in relation to all losses, damages, expenses, liabilities, 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 the Customer of its obligations under the Agreement.

## 13. Liability

**13.1** 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 the Contractor was advised of the possibility or likelihood of such loss or damage.

**13.2** Subject to any condition, warranty or right implied by the Competition and Consumer Act 2010 (Cth) or any other law which cannot by law be excluded by agreement, DXC Connect gives no warranties apart from those, if any, expressly set out in the Agreement and all other implied conditions, warranties and rights are excluded. Where any condition, warranty or right cannot be excluded, DXC Connect limits its liability for breach of that implied condition, warranty or right to the extent permitted by law.

**13.3** Subject to clauses 13.1 and 13.2, and except in the case of any claim for damages arising from the death of, or injury to, any person caused by any wilful or negligent act or omission of DXC Connect, but otherwise notwithstanding anything else to the contrary contained in or implied in the Agreement, any liability which DXC Connect may have to the Customer in relation to breach of an obligation is limited to the total Fees then paid by the Customer under the Agreement.

## 14. Termination

**14.1** If the Customer wishes to terminate this agreement before the completion of the Initial Term then the Customer must pay within 30 days from date of invoice to DXC Connect the amounts calculated in the iTaaS Proposal. If no amount is specified, then the Termination Fee shall be the (Point of Reference Usage) multiplied by 70% multiplied by number of months remaining in the contract term.

**14.2** Either party may by notice immediately terminate the Agreement on the occurrence of any of the following:

- a. failure by a party ("the defaulting party") to perform any material obligation under the Agreement, where the failure cannot be rectified;
- b. failure by the the defaulting party to perform any obligation under the Agreement where the other party determines the failure can be rectified but it is not rectified within 30 days of notice requesting rectification;
- c. the defaulting party is "insolvent" within the meaning of the word in the Corporations Act (Cth) 2001; and
- d. the defaulting party purports to assign any of its rights under the Agreement without the other party's consent.

Where this Agreement is terminated by DXC Connect under clause 14.2, the Customer must immediately pay DXC Connect all Fees and other amounts payable under the Agreement.

- a. DXC Connect may terminate the Agreement where the Customer breaches another agreement with DXC Connect and DXC Connect is entitled to terminate that other agreement pursuant to the terms of that other agreement.
- b. On termination the iTaaS Service will cease and the solution may be technically disabled.

## 15. Confidential information

15.1 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.

15.2 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.

15.3 The Recipient must:

- a. 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.

## 16. Force majeure

16.1 DXC Connect is not liable for any failure to observe its obligations under the Agreement where such failure is wholly or substantially due to any cause beyond the reasonable control of DXC Connect including strikes, industrial action, breakdown of plant, machinery or delivery vehicles or vessels, war, blockades or governmental interference or request or any act of God, or due to a shortage in transportation or inability to obtain labour or materials from the usual sources of DXC Connect or the manufacturer or licensor of the Software or any part of the Software.

16.2 Any delay resulting from any of the above causes described in clause 16.1 will immediately extend the date for performance by DXC Connect of any obligations under the Agreement by the period of the delay.

## 17. Miscellaneous

17.1 The Customer must not sell or export the Software outside of Australia without written permission by DXC Connect and, the Customer agrees to indemnify and hold harmless DXC Connect against any losses arising as a result of a breach by the Customer of this clause.

17.2 The Customer must not assign any or all of its rights under the Agreement without the prior written consent of DXC Connect.

17.3 DXC Connect does not waive a right or remedy under the Agreement or at law if it fails to exercise a right or remedy, only partially exercises a right or remedy, or delays in exercising a right or remedy. A waiver or consent is effective only if in writing and properly signed by or on behalf of DXC Connect.

17.4 The Agreement will be governed by the laws of the state of Victoria and the parties submit to the jurisdiction of the courts of that State.

17.5 Notices under the Agreement must be in writing and transmitted by mail, email or facsimile to the address set out in the Agreement or such other address as may be nominated from time to time by notice. Proof of posting, delivery of email or of dispatch of facsimile is proof of receipt:

- a. in the case of a letter on the second day after posting;



- b. in the case of a facsimile upon production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile communication was sent in its entirety to the facsimile number of the recipient notified for the purposes of this clause; and
- c. in the case of delivery by email, when sent, unless the sender is notified, by a system or person involved in the delivery of the email, that the email was not successfully sent.

**17.6** Even if a part of the Agreement is for any reason invalid or unenforceable, the remaining portion remains in full effect as if it had been signed it without the invalid portion.

## **18. Non-Employment**

For the Period during which this Agreement is in effect, and for a period of twelve (12) months thereafter, neither party will solicit for employment employees of the other. However, should one party advertise a position and an employee of the other party be the successful candidate and be offered the position, a placement fee will be chargeable, such placement fee being equal to three (3) months of the annual salary offered for the advertised position.

**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).