

Inspire X70 Human Capital Management End User License Agreement (Last Updated: May 2020)

1. Glossary

- 1.1 **"Affiliate"** means any entity that is connected with or controlled by another, directly or indirectly, where the ownership or control (whether directly or indirectly) is of at least 50% of entity's shares or of voting rights in the entity, or otherwise the authority to direct the management and policies of the entity. An entity is an Affiliate as long as such control continues.
- 1.2 **"Agreement"** means this Inspire X70 HCM End User License Agreement and any other documents or exhibits, which are incorporated herein by reference and made a part hereof as per the Software Order Form or similar agreement.
- 1.3 **"Business Partner"** means a legal entity or individual that requires access to the Software in connection with Customer's and its Affiliates internal business operation, such as customers, distributors, and/or suppliers of Customer.
- 1.4 **"Cloud Solution Services"** means a service provided by DXC that may be procured from a third party or a subsidiary thereof, which enables you to remotely access and Use the Software or certain components of the Software via the Internet in any distinct, subscription-based, hosted, supported and operated on-demand environment as provided hereof as per the Software Order Form or similar agreement.
- 1.5 **"Commencement Date"** means the earliest date DXC either accepts your order for the Software or you do anything consistent with accepting this Agreement such as using the Software, signing a copy of this Agreement, or ticking a box or clicking on a button (or something similar) when you are asked to confirm that you accept this Agreement during the installation of the Software unless DXC agrees otherwise with you as per the Software Order Form similar agreement.
- 1.6 **"Consulting Services"** means professional services, such as customized, knowledge based services in implementation, configuration, development and training by DXC's employees, or authorized third party or a subsidiary thereof, as described in the Software Order Form or similar agreement.
- 1.7 **"Customer Data and/or Personal Data"** shall mean the content, data, information or material provided, inputted or submitted by you or on your behalf into the Software, which may include private and confidential data relating to your customers and/or employees (**Data Subjects**), in compliance with applicable data privacy and protection laws.
- 1.8 **"Data Protection Laws"** means all applicable national implementing laws, regulations and secondary legislation or processing of Personal Data, as amended or updated from time to time, in jurisdiction/territory in which the Software is purchased, installed and deployed.
- 1.9 **"Documentation"** means the Software technical and/or functional specifications found in help files and any release-related notes, guides or manuals that publishes specifically for the Software.

Inspire X70 Human Capital Management End User License Agreement (Last Updated: May 2020)

- 1.10 “**DXC**” means the **Dynamic-X Consulting Sdn Bhd** business entity with which you are registered for the Use of the Software and/or its registered Affiliates, Business Partners and Resellers.
- 1.11 “**Environment**” means the servers, operating systems, databases and other operating software required for Use with the Software.
- 1.12 “**Exhibits**” means the Exhibits to this Agreement.
- 1.13 “**Intellectual Property Rights**” means patents/ of any type, design rights, utility models or other similar invention rights, copyrights, mask work rights, trade secret or confidentiality rights, trademarks, trade names and service marks and any other intangible property rights, including applications and registrations for any of the foregoing, in any country, arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired.
- 1.14 “**Maintenance Support**” means, **subject to Section 8**, support you receive by phone, email, chat, access to on-line information, remote-in or by similar means, and/or an updated version of the Software that DXC delivers because you have paid for maintenance or which you have acquired with the purchase of a Subscription License that includes support.
- 1.15 “**Perpetual License**” means, subject to the termination provisions of this Agreement and where DXC with which you contracted to Use the Software agrees with you, a perpetual license to Use the Software according to the terms of this Agreement.
- 1.16 “**Processing**” means processing capabilities of the Software to load, execute, access, employ the Software, or display information resulting from such capabilities including Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, publishing, structuring, storage, adaptation or alteration, retrieval, consultation, Use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction and “**Process**”, “**Processed**” and “**Processes**” shall be construed accordingly.
- 1.17 “**Reseller**” means an independent third party authorized or accredited by DXC to distribute the Software.
- 1.18 “**Software**” means the Inspire X70 HCM Software.
- 1.19 “**Subscription License**” means a license to Use the Software according to this Agreement until your specified subscription period ends or this Agreement terminates as described herein. For clarity, unless DXC with which you contracted to Use the Software agrees otherwise in writing: (a) where your Use of the Software is via Cloud Solution Services (or via a managed or outsource provider in accordance with **Section 2.1.5**) such Use is only permitted under a Subscription License; and (b) where your Use of the Software is not via Cloud Solution Services (or via a managed or outsource provider in accordance with **Section 2.1.5**) you must deploy and Use the Software on your own infrastructure in accordance to specifications advised by DXC.

Inspire X70 Human Capital Management End User License Agreement (Last Updated: May 2020)

- 1.20** “**Supplemental License Terms**” means additional terms and restrictions provided to you by DXC with which you contracted for the Software (either in printed or electronic form including by reference to any site which DXC may notify to you from time to time) that are specific to the Software you license under this Agreement or third party software you license in connection with this Agreement.
- 1.21** “**Territory**” means the jurisdiction in which the Software is being deployed for Use.
- 1.22** “**Third Party Software**” means (i) any and all software products and content licensed to you under this Agreement as specified in Software Order Form hereto as developed by companies other than DXC and/or any of their affiliated companies and delivered to you hereunder; (ii) any new releases, updates or versions thereof made available through support or warranty obligations and (iii) any complete or partial copies of any of the foregoing.
- 1.23** “**Use**” means to install and deploy the Software, provided that:
- 1.23.1.** You install the Software only on a device that you own or subject to **Sections 2.1.5 and 2.1.6** only on a device not owned by you if you will be the only party with access to the installed Software (this includes third party hosting); and
 - 1.23.2** You execute the Software during the term of your license or subscription (i) for its intended purpose solely in connection with the management of the business that you and your Affiliate conducts and (ii) solely to the extent of any and all applicable limitations (whether as to specific modules or other parts of the Software, or number of production or backup server) set forth in this Agreement; and
 - 1.23.3** If you Use the Software with a mobile device, you may need a further software application (commonly referred to as an “app”) to do so, for which you may incur additional fees. You are responsible for obtaining and maintaining any third party software, services and/or hardware to enable you to obtain mobile access as well as charges for data usage and connectivity. When using the Software with a mobile device you must continue to adhere to this Agreement and any additional terms and conditions accompanying the app. If you obtained the app from DXC and it is not accompanied by terms and conditions, this Agreement will also apply to your Use of the app; and
 - 1.23.4** Unless DXC with which you contracted for the Software notifies you otherwise or applicable law provides otherwise, you may make only a reasonable number of backup copies of the Software solely for the purpose of reinstalling the Software, if reinstallation becomes necessary; and
 - 1.23.5** Unless DXC with which you contracted for the Software provides otherwise or applicable law provides otherwise, you may make one copy of the Software for Use in a testing environment solely for testing purposes; and

Inspire X70 Human Capital Management End User License Agreement (Last Updated: May 2020)

- 1.23.6 Unless DXC with which you contracted for the Software provides otherwise or applicable law provides otherwise, you may make and install one copy of the Software at a disaster recovery site for your Use only for so long as a disaster or other emergency prevents you from using the Software at your original installation site, provided you have paid the additional license fees, if any, for the Use of the Software in this way.
- 1.24 “**You**” or “**Your**” means or refers to the company or person that DXC has registered as the licensee for the Software.
- 1.25 In this Agreement: (a) the headings are for convenience only and shall not affect its construction or interpretation; (b) “**including**” and “**includes**” and similar expressions shall, if the context requires, be interpreted as illustrative, not exhaustive; (c) words of a technical nature shall be construed in accordance with the relevant general usage in the computer/mobile application software industry, (d) references to a person include an individual, a body corporate and an unincorporated association of persons; and (e) Use of the singular shall be treated as including the plural and vice versa.

Inspire X70 Human Capital Management End User License Agreement (Last Updated: May 2020)

2. LICENSE GRANT AND RESTRICTIONS

2.1 License Grant.

DXC grants you a limited, non-exclusive, non-transferable, non-sublicensable license of the scope described in this Agreement to Use the Software only upon the following conditions:

- 2.1.1 If you purchase a Subscription License**, you may Use the Software only for the license term or subscription period for which DXC has received your Subscription License fee. Your license term or subscription period will normally be stated on your invoice but may be communicated to you in another way.
- 2.1.2 If you purchase a Perpetual License**, you may Use the Software only if you pay the required Perpetual License fees when due. Where you have purchased a Perpetual License, this will normally be stated on your invoice but may be communicated to you in another way.
- 2.1.3** Subject to your compliance with all the terms and conditions of this Agreement, DXC grants you a non-exclusive, non-transferable, perpetual (except for subscription based licenses) license to Use the Software, Documentation, and other materials at specified site(s) within the Territory to run your internal business operations (including back-up and passive disaster recovery) and to provide internal training and testing for such internal business operations, unless terminated in accordance with the terms of this Agreement.
- 2.1.4** You shall not: (i) Use the materials to provide services to third parties (e.g., business process outsourcing, service bureau applications or third party training) other than authorized by DXC (subject to **Section 2.2**); (ii) lease, loan, resell, sublicense or otherwise distribute the materials other than distribution to third party authorized by DXC (subject to **Section 2.2**); (iii) distribute or publish source code(s); (iv) make any Use of or perform any acts with respect to the materials other than as expressly permitted in accordance with the terms of this Agreement; (v) Use Software components other than those specifically identified in the Software Order Form, even if it is also technically possible for you to access other Software components. You may permit your Affiliates to Use the Software only through screen access, solely in conjunction with your Use, and may not Use the Software to run any of your Affiliates business operations.
- 2.1.5** You agree to install the Software only on devices located at your facilities and in your direct possession. With advance written notice to DXC, the devices may also be located in the facilities of an Affiliate and be in the Affiliate's direct possession. You must be appropriately licensed as stated for any individuals that Use the Software, including employees or agents of Affiliates. Use may occur by way of an interface delivered with or as a part of the Software, a Licensee or

Inspire X70 Human Capital Management End User License Agreement (Last Updated: May 2020)

third-party interface, or another intermediary system.

- 2.1.6** If you receive licensed Software that replaces previously licensed Software, its rights under this Agreement with regard to the previously licensed Software end when it deploys the replacement Software for Use on productive systems following a reasonable testing period. At the date the rights to the previously licensed Software end, you shall comply with immediate cease of Use of all DXC materials and Confidential Information. Within fourteen (14) days after any termination, you shall irretrievably destroy or upon request deliver all copies of the materials and Confidential Information in every form, except to the extent it is legally required to keep it for a longer period in which case such return or destruction shall occur at the end of such period. You must certify to DXC in writing that it has satisfied its obligations herein and you agree to certify in writing to DXC that it has performed the foregoing. In the event of any termination hereunder, you shall not be entitled to any refund of any payments made by you. Termination shall not relieve you from its obligation to pay fees that remain unpaid of this Agreement with respect to such previously licensed Software.
- 2.1.7** The terms and conditions of this Agreement relative to “Software” apply to Third Party Software except (i) you shall not make modifications and/or add-ons to Third Party Software or otherwise modify Third Party Software unless expressly authorized by DXC; and (ii) subject to as otherwise stated in **Section 1.22**.
- 2.2** “**Affiliate Use**” means Affiliates’ Use of the Software, Documentation and other materials to run their internal business operations as permitted under **Section 2.1** is subject to the following: (i) You must ensure that the Affiliate agree in writing to comply with the terms of this Agreement; and (ii) a breach of the Agreement terms by Affiliate shall be considered a breach by you hereunder. If you have an affiliate or subsidiary with a separate license or support agreement for DXC software with DXC, the Software shall not be Used to run such affiliate’s or subsidiary’s business operations and such affiliate or subsidiary shall not receive any support services under this Agreement even if such separate agreement has expired or is terminated, unless otherwise agreed to in writing by the parties.
- 2.3** “**Services Providers**” means with DXC’s prior written consent, you may permit services providers to access the Software solely for the purpose of providing facility, implementation, systems, application management or disaster recovery services to you in connection with the nature of your business for which the Software is herein licensed provided: (i) these rights will continue only while you and such services provider have in place a written agreement that includes provisions requiring such services provider’s compliance with the terms of this Agreement prior to such access, including without limitation non-disclosure of DXC’s Confidential Information; (ii) You must be appropriately licensed for all employees of such services provider authorized to access the Software;

Inspire X70 Human Capital Management End User License Agreement (Last Updated: May 2020)

(iii) such services provider shall be permitted to Use the Software solely to install and configure the Software in accordance with your nature of business as set forth herein (or in the case of a disaster recovery vendor, to provide disaster recovery services only); (iv) under no circumstances may such services provider Use the Software to operate or provide processing services to you or any other party, or in connection with such services provider's own business operations; (v) You shall be responsible for any additional Software, migration tools, or third party software needed to effect such transition; and (vi) You expressly agree to indemnify DXC, its officers, employees, agents and subcontractors from and against all claims, liabilities, losses, damages and costs (including reasonable attorney fees) suffered by DXC arising from a breach by the services provider of the conditions of this Agreement. Upon DXC's request, you shall provide written confirmation to DXC that items (i)-(iv) are fulfilled.

- 2.4** You must Use the Software in connection with the Environment and the Environment must be in full working order with a full operating system. The Environment must be selected from DXC's published list of supported designated Environments, as amended by DXC from time to time. The Software may be transferred from the Environment to a replacement Environment and, if it is transferred, the Software must be irretrievably deleted from the replaced Environment.
- 2.5 Limits of License.** The license contained in this Agreement does not include the right to perform, and you shall not perform or allow any third party to perform, any of the following:
- 2.5.1** Except as expressly set forth in **Section 1.23.4 above**, make any copy of the Software;
 - 2.5.2** Except as expressly set out in **Sections 2.1.3 and 2.1.4 above**, rent, lease, loan, lend, sell, reuse, distribute, license, sublicense, market or commercialize any part of the Software or Use the Software as part of a facility management, timesharing, or service bureau arrangement or for software or application development;
 - 2.5.3** Use the Software for personal, family, household, or other non-business purposes;
 - 2.5.4** Other than to the extent permitted by applicable law or with DXC's prior written consent, alter, modify, merge, translate, adapt, decompile, disassemble, reverse-engineer or create any derivative work based upon the Software, either in whole or in part;
 - 2.5.5** Remove, change or obscure any copyright or trademark notices in the Software;
 - 2.5.6** Share or disclose with any third party any license keys, passwords or system IDs provided to you by DXC for the Software;

Inspire X70 Human Capital Management

End User License Agreement

(Last Updated: May 2020)

- 2.5.7** You must not Use or copy (irrespective of the extent of copying) the whole or any part of the graphic User interface, operating logic or underlying database structure and database fields of the Software for incorporation into or the development of any software or other product or technology;
 - 2.5.8** Use or try to Use the Software in a way which DXC has not specifically permitted. For example you must not try to make the Software work in a particular way if it does not usually work in that way;
 - 2.5.9** Use the Software in excess of (i) the limitations set forth in this Agreement, and (ii) the number and types of Users, seats or licenses for which you have purchased a license. If you have either a Perpetual License or a Subscription License, the maximum number of Users, the types of User, Software components or modules and your license term or subscription period (where relevant) are normally specified on your invoice or order form but may be communicated to you in another way. Use of the Software in excess of the number and type of licenses you purchased (or which you may have downgraded to) constitutes a material breach of this Agreement and (a) you agree to pay to DXC the additional license or subscription fees due for the unpaid Use calculated in accordance with the applicable DXC retail price list in effect at the time payment is made; and (b) failure to make the foregoing payment within 30 days of DXC's invoice date is also a material breach of this Agreement and results in the automatic termination of this Agreement without notice.
- 2.6 Additional Restrictions.**
- 2.6.1** Any report-writing software contained within the Software may be subject to a restriction such that its Use may be limited to accessing only the data that is created by, or Used by, the Software.
 - 2.6.2** You may not Use, export, re-export or otherwise transfer the Software in violation of any domestic or foreign laws or regulations in effect from time to time in the Territory in which you are a resident or in which the Software is Used. You represent and warrant that you are not located in, under the control of, or a national or resident of, any restricted country or of any entity or person designated as restricted.
 - 2.6.3** Any right to Use, transmit, reproduce, distribute, download, or exploit the Software not expressly licensed to you in this Agreement is strictly prohibited. All rights not expressly set out in this Agreement are reserved by DXC.
 - 2.6.4** Where any functionality of the Software is provided by DXC using Cloud Solution Services you agree not to - and will not facilitate or aid a third party - to Use that functionality to:

 - 2.6.4.1** provide DXC with fraudulent information;

Inspire X70 Human Capital Management End User License Agreement (Last Updated: May 2020)

2.6.5.3 DXC may suspend access to the Cloud Solution Services without telling you and without liability, but wherever practicable DXC will give you reasonable prior notice:

2.6.5.3.1 if there is an attack on the servers of DXC's hosting provider or other event for which DXC reasonably believes the suspension of the Cloud Solution Services is necessary to protect you, other DXC customers, DXC or our third party hosting provider;

2.6.5.3.2 if required by law or regulation or as compelled by a law enforcement or government authority.

2.6.6 You will be responsible for providing and maintaining your own compatible equipment, software and communication lines which are required to connect you to the Internet and access the Cloud Solution Services and for your compliance with any third party license terms or other third party agreements in relation to your Use of your equipment, software and communications lines.

2.6.7 DXC reserves the right to introduce any substitute or replacement Software which substantially fulfils the same functions as the Software which it substitutes or replaces.

2.6.8 You acknowledge that certain components within the Software may enable or assist you to access the website content of, correspond with, and purchase products and services from third parties via third-party websites and that if you make such purchases you do so solely at your own risk. DXC makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or Use of, or correspondence with, any such third-party website, or any transactions completed and any contract entered into by you with any such third party. Any contract entered into and any transaction completed via any third-party website is between you and the relevant third party and not DXC. DXC recommends that you refer to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. DXC does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Software.

3. "INTELLECTUAL PROPERTY RIGHTS" includes patents, copyright, industrial design rights, trademarks, plant variety rights, trade dress, geographical indications, and trade secrets relating to the Software are and shall always remain the property of DXC; and any rights in any other work prepared or carried out by DXC shall vest in DXC as the case may be, on creation of it. You shall notify DXC immediately if you become aware of any unauthorized Use of the Software in whole or in part by any third party.

4. "CONFIDENTIALITY". You acknowledge that the Software contains intellectual property rights and know-how, system design and proprietary information which is the exclusive and valuable property of DXC ("**Confidential Information**"). You will not, without the

Inspire X70 Human Capital Management End User License Agreement (Last Updated: May 2020)

prior written consent of DXC, disclose the Confidential Information to any third party. You will take reasonable and customary precautions to prevent disclosure of such Confidential Information to any such third party. You shall be permitted to disclose aspects of the Software to your Users only to the extent necessary and to those Users having a legitimate need to know. You are responsible for ensuring that your Users are made aware, prior to disclosure of any Confidential Information to them, that all Confidential Information is the confidential and proprietary material of DXC, and that such Users owe a duty of confidence to DXC. This section shall not apply to Confidential Information if you can demonstrate that: (a) it was in the public domain at the time of DXC's communication thereof to you or it subsequently entered the public domain through no fault of yours; (b) it was in your possession free of any obligation of confidence at the time of DXC's communication of it to you, or it was subsequently rightfully communicated to you free of any obligation of confidentiality; or (c) it has been communicated by DXC to a third party free of any obligation of confidence; or (d) as compelled by relevant law. The obligations contained in this section shall survive any termination of this Agreement, howsoever caused.

5. LIMITED WARRANTIES AND DISCLAIMERS

5.1 Software. Subject to **Sections 5.2 and 5.4 below**, DXC warrants that, during the 90 day period (the "**Software Warranty Period**") that commences on the Commencement Date, the Software, when properly Used, shall perform substantially in accordance with the Documentation. If you report to DXC in writing within the Software Warranty Period any nonconformity between the Documentation and the Software (a "**Warranty Claim**"), and if DXC is able to replicate and verify that such nonconformity exists, DXC shall make commercially reasonable efforts to correct such nonconformity and, if successful, shall supply you with such correction at no additional cost to you.

5.2 DXC does not warrant or make any representation:

5.2.1 That the Software will meet your requirements despite our best effort as per Documentations;

5.2.2 That you will be able to Use the Software in a particular way;

5.2.3 That the operation of the Software will be uninterrupted or error free; or

5.2.4 Regarding the Use of and/or output from the Software or the results of such Use in terms of content, correctness, accuracy, reliability or otherwise.

5.3 Maintenance Support. DXC warrants that provided you have paid all required maintenance support fees and where DXC provides Maintenance Support directly to you, DXC will Use qualified personnel to provide Maintenance Support in a professional manner consistent with industry standards. Your sole remedy under this subsection is limited to DXC's re-performance of the Maintenance Support services giving rise to your claim. You may request that DXC performs additional consultancy, implementation or

Inspire X70 Human Capital Management End User License Agreement (Last Updated: May 2020)

other services, which DXC may at its discretion agree to do, subject to and on the terms of a separate services agreement with payable costs of service.

Inspire X70 Human Capital Management

End User License Agreement

(Last Updated: May 2020)

5.4 DISCLAIMERS. OTHER THAN THE EXPRESS, LIMITED WARRANTIES STATED IN THIS **SECTION 5**, DXC, ITS LICENSORS AND ITS SUPPLIERS EXPRESSLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS AND GUARANTEES OF ANY KIND OR NATURE WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES, CONDITIONS, OR GUARANTEES (I) OF MERCHANTABILITY, (II) SATISFACTORY QUALITY, (III) OF FITNESS FOR A PARTICULAR PURPOSE, (IV) OF NON-INFRINGEMENT OF PROPRIETARY OR INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY, AND (V) ARISING FROM CUSTOM OR TRADE USAGE OR BY ANY COURSE OF DEALING OR COURSE OF PERFORMANCE. YOU UNDERSTAND AND AGREE THAT: (1) THE UTILITY OF A BUSINESS MANAGEMENT COMPUTER SOFTWARE DECREASES AS TECHNOLOGY EVOLVES AND THE BUSINESS ENVIRONMENT CHANGES, (2) YOU ARE FREE TO DECIDE, AND ARE RESPONSIBLE FOR DECIDING, WHEN TO UPGRADE YOUR SOFTWARE, AND (3) DXC DISCLAIMS ANY RESPONSIBILITY TO DELIVER LATER-RELEASED SOFTWARE OR OTHERWISE RENDER ANY MAINTENANCE SUPPORT SERVICES NOT INCLUDED IN MAINTENANCE AND SUPPORT THAT YOU HAVE NOT PAID FOR IN FULL.

5.5 Other Limitations. DXC will have no responsibility under these limited warranties for any Software that has been modified, lost, stolen, or damaged by accident, abuse, or misapplication. No employee, agent, or representative of DXC, nor any other third party, is authorized to make any warranty with respect to the Software, except those expressly stated in this Agreement, and you may not rely on any such unauthorized warranty.

6. EXCLUSIONS OF AND LIMITATION OF LIABILITY

6.1 Nothing in this Agreement excludes DXC's liability for:

6.1.1 Death or personal injury caused by DXC's negligence;

6.1.2 Fraud or fraudulent misrepresentation; or

6.1.3 Any other matter DXC cannot limit or exclude by applicable law.

6.2 You acknowledge and understand that software is inherently complex and may not be free from errors and that you have been advised to verify the work produced by the Software. Neither DXC, its licensors nor its suppliers shall be liable to you whether in tort (including negligence or breach of statutory duty), delict, contract, misrepresentation, restitution or otherwise (even if DXC knew or should have known there was a possibility you could suffer or incur such loss or damages) for:

6.2.1 Any special, indirect, incidental, consequential, or punitive damages resulting from any defect in the Software;

Inspire X70 Human Capital Management End User License Agreement (Last Updated: May 2020)

- 6.2.2** Any loss of time, loss of or corruption to data, loss of anticipated profits, lost opportunity cost, loss of Use of the Software, depletion of goodwill, or similar losses however caused; or
 - 6.2.3** Any damages or costs incurred in connection with obtaining substitute software, receiving support services, claims made against you by others, or similar costs.
 - 6.3** IN NO EVENT SHALL DXC'S LIABILITY TO YOU ARISING OUT OF OR IN CONNECTION WITH THE SOFTWARE, MAINTENANCE AND SUPPORT, OR THIS AGREEMENT, WHETHER IN CONTRACT, TORT, DELICT OR OTHERWISE, EXCEED:
 - 6.3.1** IF YOU HAVE PAID FOR A PERPETUAL LICENSE, THE FEE ACTUALLY PAID BY YOU TO PURCHASE THE PERPETUAL LICENSE; OR
 - 6.3.2** IF YOU HAVE PAID FOR A SUBSCRIPTION LICENSE, THE FEES ACTUALLY PAID BY YOU FOR THE SUBSCRIPTION LICENSE IN THE 12 MONTHS IMMEDIATELY PRECEDING YOUR CLAIM OR ANY SHORTER PERIOD IF THIS AGREEMENT TERMINATES FOR ANY REASON PRIOR TO THE END OF THE FIRST 12 MONTHS.
 - 6.4** You acknowledge and agree that this Agreement allocates risk between you and DXC as authorized by applicable law, and that the pricing of DXC products reflects this allocation of risk and the exclusions and limitations of liability contained in this Agreement. If any remedy hereunder is determined to have failed of its essential purpose, all other limitations of liability and exclusion of damages set forth in this Agreement shall remain in full force and effect.
 - 6.5** You acknowledge that unless otherwise agree in writing that DXC would not be providing the implementation services, you are responsible for independently investigating the skills and qualifications of such other third party providers to ensure that they provide you with the level of skill and service your business requires. You agree that DXC shall have no liability whatsoever for any failure associated with such implementation services, even if the party you engage is a Reseller, consultant, or installer of DXC products.
 - 6.6** In the event that you wish to bring a claim or other civil proceeding arising out of or in connection with this Agreement, you represent and warrant to DXC that the involvement of you and any of your Affiliates in such a claim or proceeding shall not give rise to any increase in or multiplication of any cap placed on DXC's liability.

Inspire X70 Human Capital Management End User License Agreement (Last Updated: May 2020)

7. MAINTENANCE SUPPORT

- 7.1** If you purchased Maintenance Support directly from DXC, information about such Maintenance Support will be provided to you by DXC with which you contracted for the Software (and which may be either in printed or electronic form including by reference to any handbooks, support guides and any sites which DXC may notify to you from time to time). If you acquired a Subscription License that includes support, your license will also include Maintenance Support.
- 7.2** If DXC with which you contracted for the Software allowed you to purchase Maintenance Support from a third party provider such Maintenance Support will be provided to you in accordance with the provider's own documentation and instructions and the provisions of **Section 7.1 above** will not apply to you. If you acquired a Subscription License that includes support, DXC will provide Maintenance Support to you in accordance with the provisions of this **Section 7.2**.
- 7.3** If you acquired a Perpetual License you may be required to pay for Maintenance Support during the first year of your license. Information about the provisions of such Maintenance Support will be provided to you by DXC with which you contracted for the Maintenance Support (and which may be either in printed or electronic form including by reference to any handbooks, support guides and any sites which DXC may notify to you from time to time), If DXC with which you contracted for the Software allowed you to purchase Maintenance Support from a third party provider, such Maintenance Support will be provided to you in accordance with the provider's own documentation and instructions.

Inspire X70 Human Capital Management End User License Agreement (Last Updated: May 2020)

- 7.4** Where DXC provides Maintenance Support directly to you, DXC will not be required to provide such Maintenance Support where errors arise from:
- 7.4.1** Use of any third party equipment, hardware, software or communication lines;
 - 7.4.2** incorrect Use of the Software or operator error;
 - 7.4.3** your failure to fulfil or observe your obligations in **Section 2** of this Agreement;
 - 7.4.4** your failure to ensure that your network and systems comply with the relevant specifications provided by DXC from time to time; or
 - 7.4.5** any other circumstances where it is stated in the information provided to you by DXC that such Maintenance Support will not be provided.

8. FEES AND PAYMENTS

- 8.1** DXC reserve the rights to increase its license and other fees at any time following recent economics without notice that fees due for new or additional Software license or subscription purchases may be more than a previous purchase.
- 8.2** You shall pay to DXC the Software license fees, sales taxes and all applicable taxes, late payment fees and penalty accrued, and the support fees as specified in the Software Order Form in the currency specified on the invoice or order form within 30 days of the date on invoice or order form. Any fees not paid when due shall accrue interest at the rate of 8% per annum until the date of payment, but not to exceed the maximum amount as allowed by law. Your fees include costs of initial delivery and packaging for physical shipment. You acknowledge that a purchase order is for administrative convenience only and that DXC has the right to issue an invoice and collect payment without a corresponding purchase order.
- 8.3** You are obligated to pay all fees irrespective of whether you receive an invoice. If DXC has not received payment of the applicable fees from you then without prejudice to DXC's other rights and obligations DXC may suspend or terminate either your Perpetual License or your Subscription License (as the case may be).

Inspire X70 Human Capital Management End User License Agreement (Last Updated: May 2020)

8.4 If at any time during your Perpetual License or Subscription License (as the case may be) you want to increase the number of your Users to access the Software or to access additional components or modules in the Software, you must pay DXC's applicable fees.

8.4.1 If you have a Subscription License:

8.4.1.1 the additional fees payable will be pro-rated from the date such additional Users are added to your license and/or the date access to the additional Software components or modules is made available to you until the commencement of your next renewal date for your Subscription License; and

8.4.1.2 any decrease in the number of Users or reduction in access to additional Software components or modules will be made from the next renewal date of your Subscription License.

8.4.2 If you have a Perpetual License:

8.4.2.1 the additional fees will be payable from the date such additional Users are added to your license and/or the date access to the additional Software components or modules is made available to you; and

8.4.2.2 there will be no refund or credit of the license fees which you have previously paid and any decrease in the fees payable for Maintenance Support will be reflected in your next invoice for renewal of Maintenance Support.

8.5 If you purchased a Perpetual License, then unless you agreed otherwise with DXC from which you purchased your Maintenance Support, payment is required in advance for the full length of your Initial Support Term and each subsequent Support Renewal Term (as described in **Section 9.1.2.1**) and is non-cancellable and non-refundable.

8.6 If you purchased a Subscription License, subject to **Section 8.4 above**, DXC may not increase the license fees more than once in any 12-month period following your initial purchase by more than the amount stated by DXC with which you contracted for the Software. DXC will Use its reasonable endeavours to give you 60 days' written notice prior to your next renewal date of any price increase (unless the DXC entity from which you purchased your Subscription License has agreed to give you a different number of days written notice of any price increase). If you continue to Use the Software after the fee change takes effect, you will be deemed to (a) agree to the increase in the fees and (b) authorize DXC to collect the new fees amount using the agreed payment method.

Inspire X70 Human Capital Management End User License Agreement (Last Updated: May 2020)

- 8.7 You are responsible for providing DXC with your most current contact and billing information. If you purchased a Subscription License you agree that, so long as your license is active, DXC may automatically bill the same credit card or debit the same bank account you provided to DXC on the same periodic basis as previously agreed with you, unless subsequently agreed otherwise.

9. TERM AND TERMINATION

- 9.1 This Agreement is effective from the Commencement Date and continues until terminated in accordance with this section.

- 9.1.1 If you acquire a Perpetual License you may terminate this Agreement at any time, at which point your license hereunder will terminate; if you do so, there will be no refund or credit or your license fees either in whole or in part. You shall be responsible for retrieving your data from the Software prior to this Agreement terminating and any failure by you to extract your data will not prevent this Agreement from terminating.

- 9.1.2 If you have purchased Maintenance Support

- 9.1.2.1 if you have purchased Maintenance Support directly from DXC the initial period for such Maintenance Support will be for one (1) year unless you are offered and select a shorter or a longer period in which case the shorter or longer term will be your initial period ("**Initial Support Term**"). Your Initial Support Term will automatically continue to renew thereafter for the same period of time (your "**Support Renewal Term**") unless a different term is agreed otherwise with DXC from which you purchased your Maintenance Support. You may choose not to renew your Initial Support Term or subsequent Support Renewal Term (as the case may be) by providing at least 60 days' written notice of your non-renewal to DXC from which you purchased your Maintenance Support (unless you agreed to a different notice period with DXC in which case such different notice period will apply) and your non-renewal notice will expire on the last day of your Initial Support Term or Support Renewal Term (as the case may be). If you terminate the provision of your Maintenance Support you may still Use the Software in accordance with the terms of this Agreement, however, you understand and agree that you no longer receive any further Maintenance Support (in accordance to **Section 1.15**);

- 9.1.2.2 if you have purchased Maintenance Support from a third party provider you may terminate your provider's provision of Maintenance Support in accordance with the terms of your agreement with your provider and, if you do so, you will still have the right to continue to Use the Software in accordance with the terms of this Agreement, however, you understand and agree that you will not have the right to receive any further

Inspire X70 Human Capital Management End User License Agreement (Last Updated: May 2020)

Maintenance Support (in accordance to **Section 1.15**)

9.1.2 If you acquire a Subscription License:

9.1.2.1 The “**Initial Term**” will run for one (1) year unless you are offered and select a shorter or a longer period when you acquire your initial Subscription License; in such event, the shorter or longer subscription term will be your Initial Term. Your Initial Term will automatically continue to renew thereafter for the same subscription term (your “**Renewal Term**”) unless a different license term or subscription period is agreed otherwise with DXC. Payment is required in advance for the full length of your Initial Term and each Renewal Term and is non-cancellable and non-refundable (except as described in **Subsections 5.1.2** and **9.1.2.2**), even if you cancel or choose not to renew your Subscription License.

9.1.2.2 You may choose not to renew your Subscription License, or to reduce the number of your Users, or to reduce your access to certain Software components or modules by providing your non-renewal or reduction request in writing to DXC. Your request must include your company name, a company contact name, a company phone number and/or email, and be received by DXC within the time period prescribed by DXC with which you contracted for the Software in order for the request to take effect at the end of that term (the “**Termination Date**”). If no such time period was prescribed by DXC then the relevant notice period will be 60 days’ written notice. If your non-renewal or reduction request is received with less than the required notice period you will be required to pay the fees prescribed by DXC with which you contracted for the Software. Requests received after the Termination Date will be applied to the following Renewal Term.

9.1.2.3 You shall be responsible for all Subscription License fees and processing fees that fall due before or after the Termination Date.

9.1.2.4 If this Agreement terminates for any reason, your data will remain your data and you are entitled to extract it before the end of this Agreement. However, your failure to extract your data will not prevent this Agreement from ending.

9.1.3 This Agreement and the license granted to you will terminate automatically and without notice if:

9.1.3.1 You fail to pay any fees when due and DXC gives you 30 working days’ written notice of such late payment and after that 30 working days you still have not paid the amount due (unless DXC from which you purchased the relevant license has agreed a different notice period within which you must pay your fees);

Inspire X70 Human Capital Management End User License Agreement (Last Updated: May 2020)

Inspire X70 Human Capital Management End User License Agreement (Last Updated: May 2020)

10. ANTI-BRIBERY AND CORRUPTION

10.1 Each party will and will procure that persons associated with them:

10.1.1 Comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption (the “**Relevant Requirements**”);

10.1.2 Not engage in any conduct which would constitute an offence under any of the Relevant Requirements;

10.1.3 Not do, or omit to do, any act that may lead the other party to be in breach of any of the Relevant Requirements;

10.1.4 Promptly report to the other party any request or demand for any undue financial or other advantage received by it in connection with this Agreement; and

10.1.5 Have and maintain in place during the term of this Agreement its own policies and procedures to ensure compliance with the Relevant Requirements and will enforce them where appropriate.

11. DATA PROTECTION

11.1 For the purposes of this Agreement, the parties agree that you are the Data Controller in respect of Personal Data contained within Customer Data (“**Customer Personal Data**”) and as Data Controller, you have sole responsibility for its legality, reliability, integrity, accuracy and quality.

11.2 You warrant and represent that:

11.2.1 you will comply with and will ensure that your instructions for the Processing of Customer Personal Data will comply with the Data Protection Laws;

11.2.2 you are authorized pursuant to the Data Protection Laws to disclose any Customer Personal Data which you disclose or otherwise provide to DXC regarding persons other than yourself;

11.2.3 you will where necessary, and in accordance with the Data Protection Laws, obtain all necessary consents and rights and provide all necessary information and notices to Data Subjects in order for:

11.2.3.1 you to disclose the Customer Personal Data to DXC;

11.2.3.2 DXC to Process the Customer Personal Data for the purposes set out in this Agreement; and

11.2.3.3 DXC to disclose the Customer Personal Data to: (a) its agents, service providers and other companies within the DXC group of companies;

Inspire X70 Human Capital Management End User License Agreement (Last Updated: May 2020)

(b) law enforcement agencies; (c) any other person in order to meet any legal obligations on DXC, including statutory or regulatory reporting; and (d) any other person who has a legal right to require disclosure of the information.

- 11.3** To the extent that DXC Processes any Customer Personal Data, the terms of Exhibit A shall apply and the parties agree to comply with such terms.
- 11.4** Where, and to the extent DXC Processes your Personal Data as a Data Controller in accordance with the Privacy Notice, DXC shall comply with all Data Protection Laws applicable to DXC as Data Controller.
- 11.5** You agree that DXC may record, retain and Use Customer Data generated and stored during your Use of the Software (including Customer Personal Data, which DXC shall Process as Data Controller as set out in the Privacy Notice, on the basis of DXC's legitimate business interests), in order to:
- 11.5.1** deliver advertising, marketing (including in-product messaging) or information to you which may be Useful to you, based on your Use of the Software;
 - 11.5.2** carry out research and development to improve DXC, and its Affiliates', services, products and applications;
 - 11.5.3** develop and provide new and existing functionality and services (including statistical analysis, benchmarking and forecasting services) to you and other DXC customers;
 - 11.5.4** provide you with location based services (for example location relevant content) relevant experience,

provided that DXC shall only record, retain and Use the Customer Data and/or Process Customer Personal Data on a pseudonymised basis, displayed at aggregated levels, which will not be linked back to you or to any living individual. If at any time you do not want DXC to Use Customer Data in the manner described in this **Section 11.5**, please inform DXC accordingly in writing.

Inspire X70 Human Capital Management End User License Agreement (Last Updated: May 2020)

12. Miscellaneous

- 12.1 Severability.** If any provision of the Agreement is held to be invalid or unenforceable, the invalidity or ^[SEP]unenforceability will not affect the other provisions of the Agreement. ^[SEP]
- 12.2 No Waiver.** A waiver of any breach of the Agreement is not deemed a waiver of any other breach. ^[SEP]
- 12.3 Electronic Communications and Signature.** Each party will Use the appropriate communication medium, including e-mail, and in the case of DXC communicating with you, by publishing notices on its website. Any formal notice required to be given under this Agreement will be in writing by email to the party required to receive the notice at the address given for that party. Any notice will be deemed to have been duly received if sent by: (a) pre-paid mail, 48 hours after posting; or (b) recorded delivery on the next business day; or (c) email at 0900 on the next business day after the email is sent, or earlier if the intended recipient has confirmed receipt (either specifically or by conduct). Electronic signatures that comply with applicable law are deemed original signatures. ^[SEP]
- 12.4 Notices.** ^[SEP] All notices will be in the form of writing using appropriate communication medium, including e-mail, and given when delivered to the address set forth in the Order Form.
- 12.5 Assignment.** You may not assign or transfer the Agreement (or any of its rights or obligations) to any party without prior written consent by DXC.
- 12.6 Subcontracting.** DXC may subcontract parts of the Cloud Service or Consulting Services to third parties. DXC is ^[SEP]responsible for breaches of the Agreement caused by its subcontractors. ^[SEP]
- 12.7 Relationship of the Parties.** ^[SEP] The parties are independent contractors, and no partnership, franchise, joint venture, agency, ^[SEP]fiduciary or employment relationship between the parties is created by the Agreement. ^[SEP]
- 12.8 Force Majeure.** ^[SEP] Any delay in performance (other than for the payment of amounts due) caUsed by conditions beyond the reasonable control of the performing party is not a breach of the Agreement. You may request in writing to DXC for the time for performance to be extended for a period equal to the duration of the conditions preventing performance. ^[SEP]

Inspire X70 Human Capital Management

End User License Agreement

(Last Updated: May 2020)

- 12.9 Governing Law.** The Agreement and any claims relating to its subject matter will be governed by and construed under the laws of Malaysia without reference to its conflicts of law principles. All disputes will be subject to the exclusive jurisdiction of the courts located in Malaysia. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (where enacted) will not apply to the Agreement. Either party must initiate a cause of action for any claim(s) relating to the Agreement and its subject matter within one year from the date when the party knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s). Neither party can commence any litigation or court proceedings in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute within an agreed period of time in writing except where a party seeks interim injunctive relief or to issue a claim within an applicable limitation period.
- 12.10 Audit Rights.** With or without prior notice, DXC may audit your Use of the Software to ensure that you comply with the terms and conditions of this Agreement. If an audit reveals that you have underpaid fees or owe fees to DXC, DXC will invoice you for the underpayment or amount due based on the DXC price list in effect at the time the audit is completed.
- 12.11 Entire Agreement.** The Agreement constitutes the complete and exclusive statement of the agreement between DXC and You in connection with the parties' business relationship related to the subject matter of the Agreement. All previous representations, discussions, and writings (including any confidentiality agreements) are merged in and superseded by the Agreement and the parties disclaim any reliance on them. The Agreement may be modified solely in writing signed by both parties. An Agreement will prevail over terms and conditions of any purchase order issued by you, which will have no force and effect, even if DXC accepts or does not otherwise reject the purchase order. The parties acknowledge that in entering into this Agreement they have not relied on and will have no rights or remedies in respect of any statement, representation, assurance or warranty other than as expressly set out in this Agreement. Nothing in this section shall limit or exclude the parties' liability for fraudulent misrepresentation.
- 12.12 Reference Software.** Unless you send us a notice in accordance with **Section 12.4**, DXC (or any company within the DXC group of companies) may reference the relationship established by this Agreement by including your company name, and/or trade mark(s) and/or logo(s):
- 12.12.1** in its list of customers on DXC corporate websites or printed materials;
 - 12.12.2** in communications presenting DXC and its product and services to existing and prospective clients;
 - 12.12.3** in press releases (including in a 'customer win' release which is an announcement about DXC new clients and in DXC case studies (written or video) which may include a mutually agreeable quote or testimonial from one of your executives. DXC press releases and case studies may be published on DXC corporate websites.

Inspire X70 Human Capital Management End User License Agreement (Last Updated: May 2020)

If at any time you do not want DXC to Use your company name and/or trade mark(s) and/or logo(s) in the ways described above please let DXC know by contacting your usual DXC representative. DXC will remove any reference to your company name and/or trade mark(s) and/or logo(s) as soon as reasonably possibly, however, you acknowledge that it may take a short while to process your request and that some former publications of your company name and/or trade mark(s) and/or logo(s) may still be publicly available. For more information about how DXC Uses information about you please refer to the Privacy Notice.

IMPORTANT NOTICE! YOUR USE OF THE SOFTWARE IS SUBJECT TO ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT. THEREFORE, PLEASE SCREEN THROUGH AND READ ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT CAREFULLY BEFORE UTILISING THE SOFTWARE AT ANY STAGE. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND DXC FOR YOUR USE OF THE SOFTWARE.

YOU MAY INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT BY DOING ONE OR MORE OF THE FOLLOWING OR ALLOWING OR AUTHORIZING A THIRD PARTY TO DO ONE OR MORE OF THE FOLLOWING FOR YOU: (1) CLICKING "I AGREE" OR A SIMILAR AFFIRMATION AS APPLICABLE WHICH APPEARS DURING THE INSTALLATION OF THE SOFTWARE, OR (2) ACCESSING OR USING THE SOFTWARE, OR (3) SIGNING A COPY OF THIS AGREEMENT.

IF YOU ARE ACCEPTING THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH COMPANY OR ENTITY TO THESE TERMS AND CONDITIONS IN THIS AGREEMENT IN ENTIRETY. IF YOU DO NOT HAVE SUCH AUTHORITY YOU MUST NOT ACCEPT THESE TERMS AND CONDITIONS OR OTHERWISE ACCESS OR USE THE SOFTWARE.

IF YOU DO NOT AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT IN ITS ENTIRETY AND WITHOUT MODIFICATION OR ADDITION, THEN YOU DO NOT HAVE A LICENSE TO UTILISE THE SOFTWARE AND YOU SHOULD CONTACT DXC IMMEDIATELY.

Inspire X70 Human Capital Management End User License Agreement (Last Updated: May 2020)

EXHIBIT A – DATA PROCESSING ADDENDUM

1. Interpretation

- 1.1 Where there is any inconsistency between the terms of this Exhibit A and any other terms of this Agreement, the terms of this Exhibit A shall take precedence.

2. Processing of Customer Data

- 2.1 During the term of this Agreement DXC warrants and represents that it:

2.1.1 shall comply with the Data Protection Laws applicable to DXC whilst such Customer Data is in DXC's control;

2.1.2 when acting in the capacity of a Processor, shall only Process the Customer Data:

2.1.2.1 as is necessary for the provision of the Software under this Agreement and the performance of DXC's obligations under this Agreement; or

2.1.2.2 otherwise on your documented instructions.

- 2.2 DXC agrees to comply with the following provisions with respect to any Personal Data Processed for you in connection with the provision of the Software under this Agreement.

3. Obligations of DXC

- 3.1 DXC shall:

3.1.1 taking into account the nature of the Processing, assist you by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of your obligations to respond to requests from individuals for exercising Data Subjects' rights; and

3.1.2 taking into account the nature of the Processing, and the information available to it, provide reasonable assistance to you in ensuring compliance with your obligations relating to:

3.1.2.1 notifications to Supervisory Authorities;

3.1.2.2 prior consultations with Supervisory Authorities;

3.1.2.3 communication of any breach to Data Subjects; and

3.1.2.4 privacy impact assessments.

Inspire X70 Human Capital Management End User License Agreement (Last Updated: May 2020)

4. Personnel

4.1 DXC shall:

- 4.1.1** take reasonable steps to ensure the reliability of any personnel who may have access to the Customer Data;
- 4.1.2** ensure that access to the Customer Data is strictly limited to those individuals who need to know and/or access the Customer Data for the purposes of this Agreement; and
- 4.1.3** ensure that persons authorised to Process the Customer Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

4.2 If so required by Data Protection Laws, DXC shall appoint a data protection officer and make details of the same publicly available.

5. Security and Audit

- 5.1** DXC shall implement and maintain appropriate technical and organisational security measures appropriate to the risks presented by the relevant Processing activity to protect the Customer Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage or disclosure.
- 5.2** Subject to any existing obligations of confidentiality owed to other parties, DXC shall make available to you all information reasonably necessary to demonstrate compliance with the obligations set out in this Exhibit A, which may include a summary of any available third party security audit report, or shall, at your sole cost and expense (including, for the avoidance of doubt any expenses reasonably incurred by us), allow for and contribute to independent audits, including inspections, conducted by a suitably-qualified third party auditor mandated by you and approved by DXC.

6. Data Breach

- 6.1** DXC shall notify you if it becomes aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Personal Data arising from any act or omission of DXC or its sub-processor.

Inspire X70 Human Capital Management End User License Agreement (Last Updated: May 2020)

7. Return and deletion

- 7.1 At your option, DXC shall delete or return all Customer Data to you at the end of this Agreement and delete all existing copies of Customer Data unless DXC is under a legal obligation to require storage of that data or DXC has another legitimate business reason for doing so.

8. Use of Sub-Processors

- 8.1 You agree that DXC has general authority to engage third parties, partners, agents or service providers, including its Affiliates, to Process Personal Data on Customer's behalf in order to provide the applications, products, services and information Customer has requested or which DXC believes is of interest to Customer ("**Approved Sub-Processors**"). DXC shall not engage a sub-processor to carry out specific Processing activities which fall outside the general authority granted above without Customer's prior specific written authorisation and, where such other sub-processor is so engaged, DXC shall ensure that the same obligations set out in this Addendum shall be imposed on that sub-processor.
- 8.2 DXC shall be liable for the acts and omissions of its Approved Sub-Processors to the same extent DXC would be liable if performing the services of each Approved Sub-Processor directly under the terms of this Exhibit A.