

DXC TECHNOLOGY SERVICES PURCHASE ORDER TERMS AND CONDITIONS
ITALY – APRIL 2022

1. TERMS AND CONDITIONS

Unless the order (“Order”), also referred to as an “Agreement”, is in connection to these General Purchase Terms and Conditions is issued pursuant to an executed procurement agreement between DXC Technology Services LLC or an Affiliate or subsidiary of DXC Technology Services LLC issuing the Order (“DXC Technology Services or DXC”) and the person or entity identified as supplier (“Supplier”), this Order and any attachments are the sole agreement between DXC and Supplier with respect to the products (“Products”) and /or services (“Services”) specified herein. No other documents, including Supplier’s proposals, invoices, quotations or acknowledgements become part of this Order unless approved in writing by DXC. No waiver of a term or condition or modification of this Order shall be binding on either party unless in writing and signed by authorized representative of each party.

“**Affiliate**” means any entity controlled, directly or indirectly, by, under common control with, or controlling a Party, and specifically includes without limitation, subsidiaries, partnerships, joint ventures, and other entities or operations for which the Party has operational or management control. For the purposes of this definition, control means the power, direct or indirect, to direct, or cause the direction of the management and policies of such entity whether by contract or otherwise and, in any event and without limitation of the previous sentence, owning the majority of the voting stock, shares, securities or assets of another entity.

“**DXC Data**” means the content, information and data pertaining to DXC and/or DXC Customers that is submitted to or accessed by Supplier pursuant to this Agreement. DXC Data may include, but is not limited to the following, each of which is defined more fully herein, DXC Sensitive Information, Confidential Information, Personal Information, and Protected Health Information (PHI).

“**DXC Sensitive Information**” means DXC Confidential Information, Intellectual Property, PHI, DXC Customer data, and Personal Information.

“**Maintenance and Support**” means updates, upgrades, patches, fixes, etc. and technical support provided for the Products and Services that Supplier is required to provide directly to DXC or a DXC Customer.

“**Software as a Service**” or “**SaaS**” means a licensing delivery model wherein software or other hosted services are licensed on a subscription basis, centrally hosted, and remotely accessed by users.

2. PRICES/TAXES, PAYMENT TERMS AND ACCEPTANCE

2.1 **Price.** If pricing is not stated on this Order or in an executed procurement agreement signed by either Party, then Supplier’s pricing shall not exceed the lowest prices charged by Supplier to other similarly situated customers. Except as otherwise provided in the Order to which these General Conditions refer to, such prices are inclusive of applicable value added tax and other similar taxes (collectively “**IVA**”), freight charges and duties, all charges of shipping and installation of the Products, traveling expenses and accommodation of Supplier personnel. In any case, until DXC has not received by the Final Customer, due to Supplier default, the payment for the delivered Products and the subcontracted Services or changes in order if any, the Supplier will not be entitled to receive any payment.

2.2 **Taxes.** DXC shall be responsible for taxes with respect to payment made under this Order to the extent such taxes are included in the price. DXC shall not be responsible for any taxes measured by Supplier’s net income or taxes imposed through withholding. If DXC is required by law to withhold and remit tax relating to an Order, DXC shall be entitled to reduce the payment by the amount of such tax.

2.3 **Payment Terms.** All DXC agrees to pay Supplier the undisputed amount of an invoice within ninety (90) days after the receipt of a valid, complete and properly documented invoice. Any prompt payment discount will be calculated from the date a conforming invoice is received by DXC. Payment will be in Italian currency unless otherwise stated. Payment will not constitute acceptance of Products and/or Services or impair DXC’s right to inspect. Acceptance shall be when DXC deems the Products and/or Services to meet its specified criteria (“**Acceptance**”). DXC, at its option, and without prior notice to Supplier, shall have the right to set off or deduct from any Supplier’s invoice, any credits, refunds or claims of any kind due DXC.

2.4 **Invoicing.** The original invoices will be headed and addressed as indicated in the Order. The issuing of the invoice is dependent upon and subordinated to the complete supply of the Services evidenced through the issuance by DXC of a test certificate related to the services or the delivery and acceptance of the Products described in the Order. Each invoice shall refer to a single Order and shall indicate all the following: number of the shipping document, if necessary; number of the Order to which the invoice refers; Products and Services description, payment terms and conditions. Any invoices not compliant with the contents of this clause shall be sent back to the Supplier and, afterwards, the payment terms will run starting from the end of the month in which the invoice, completed with the information referred to above, comes back to DXC.

2.5 **Electronic Invoicing** Except as may be prohibited by Applicable Laws, Supplier will implement an electronic invoicing process upon request by DXC and at Supplier’s sole expense, to submit invoices electronically to DXC or DXC’s third-party service provider in the electronic format specified by DXC or such third-party service provider. Supplier acknowledges and agrees that use of such process may entail disclosure of information to the service provider about the purchasing relationship between DXC and the Supplier, provided that such service provider is bound by DXC to confidentiality obligations as to Supplier’s information substantially similar to those provided under these terms. If Supplier fails to implement the electronic invoicing process within a reasonable time (not to exceed ninety (90) days) after DXC’s request,

DXC may withhold payment on any invoice not received electronically until such time as Supplier submits the invoice electronically.

3. SHIPMENT, DELIVERY AND IMPORT/EXPORT

3.1 **Delivery.** The delivery of the Products will take place at the site specified in the Order. Whenever the Order does not give the detail of the place of delivery, this automatically held to be the DXC Warehouse in Cernusco S/N, via G. Di Vittorio 9. Any risk on the Products shall be on DXC responsibility only starting from the moment in which these Products are stored, upon official receipt, in DXC warehouse, even when shipping costs are charged to DXC.

The delivery terms and conditions agreed within the Order are to be considered essential and binding for all intents and purposes. In case of non-observance, even in part, of such terms and conditions, except for force majeure events, DXC shall be entitled to choose, at its discretion: (i) to charge to the Supplier, as a liquidated damage, an amount equal to 1% (one percent) of the total value of the supply for each day’s delay, up to an aggregate maximum amount of 20% (twenty percent) of such overall value, without prejudice to any further damages;

(ii) to terminate the agreement upon registered letter, safe in any case the compensation of any damage occurred;

(iii) to purchase the Products on the market, at the current market rate, charging the Supplier with the relevant costs, while retaining the right to obtain the reimbursement of any further damages.

3.2 **Delivery before Delivery Date.** In case the delivery occurs before the scheduled date, DXC can, at its own undisputable discretion, refuse to accept the Products or keep them, but, in this case, it remains understood that the relevant payments shall be made with reference to the delivery date foreseen in the Order.

3.3 **Late Delivery.** Supplier shall give DXC prompt notice of any prospective failure to ship Products or provide Services on the delivery date specified in the Order by DXC (the “**Delivery Date**”).

3.4 **Portion of Products/Services Available.** If only a portion of Products and/or Services is available for shipment or performance to meet the Delivery Date, Supplier shall promptly notify DXC and proceed for the available part unless otherwise directed by DXC. Supplier shall be responsible for any cost increase in the shipment of Products or in the execution of the Services due to its failure to meet the Delivery Date and/or if such method does not comply with DXC’s shipping instructions.

3.5 **Non-Compliant Delivery.** Over shipments and/or early deliveries may be returned at Supplier’s sole expense, or DXC may delay processing the early delivery invoice until the Delivery Date.

3.6 **(Intentionally Omitted).**

3.7 **Trade Controls** DXC and Supplier will comply with all applicable export, import and trade-related laws and regulations of the United States and other nations. To this effect, Supplier warrants that: (i) if necessary and upon DXC’s request, it will provide DXC with technical specifications concerning commodities, software, technology or services covered by this agreement sufficient for DXC to determine the appropriate export and import classification of such items under applicable regulations; (ii) to the best of the Supplier’s knowledge, the Supplier is not listed on any U.S. Government international trade sanctions lists and that Supplier will give immediate notice to DXC in the event that it is so listed; and (iii) Supplier agrees that before releasing, transferring, or exporting any restricted products, software, technology, technical data or technical assistance to Country Groups D:1, E:1 and E:2 as identified in Supplement No. 1 to Part 740 of the U.S. Export Administration Regulations, and posted in the DXC Portal (see [DXC-Supplier Trade Requirements](#)): (i) Supplier will obtain any required US government authorization; and (ii) if any such restricted software, technology, technical data or technical assistance is provided by DXC, Supplier will obtain written authorization from DXC, and (iii) the Supplier agrees to be the exporter of record and assumes responsibility in complying with all applicable export laws, including U.S. export and re-export laws and regulations.

4. CHANGES

4.1 **Change or Withdrawal.** Notwithstanding the provision set forth in article 1661 of the Italian Civil Code, DXC may, without charge, change or cancel any portion of this Order including, without limitation, quantity required, DXC designs or specifications prior to shipment provided DXC gives Supplier notice. If DXC changes or cancels any portion of this Order as provided above, Supplier shall provide DXC with a written claim for adjustment prior to shipment which contemplates Supplier’s actual costs incurred as a direct result of such change or cancellation which are not recoverable by either: (i) the sale of Products or provision of Services to other parties within a reasonable time or (ii) the exercise by Supplier, in a commercially reasonable manner, of other mitigation measures. If the parties are unable to agree on the adjustment amount, DXC may, without any liability to Supplier, terminate this Order as to all Products and/or Services affected.

4.2 **No Process or Design Changes.** Supplier shall not make any process or design changes affecting Products or Services without DXC’s prior written consent.

4.3 **Forecasts.** Any forecasts provided by DXC to Supplier shall not constitute a commitment of any type by DXC.

4.4 **Discontinuance of Products.** Supplier shall provide at least twelve (12) months written notice to DXC prior to Supplier’s discontinuance of manufacturing any Products. Such notice shall include, at a minimum, DXC part numbers, substitutions, and last date that orders will be accepted for such Products.

5. QUALITY

Supplier shall maintain a quality system that ensures compliance that all Products and/or Services set forth in this Order, or otherwise supplied to DXC, will meet the standards specified in Supplier’s quality system. If requested, Supplier shall provide DXC with a copy of Supplier’s quality system and supporting test documentation.

6. WARRANTY AND ACCEPTANCE

- 6.1 **Warranties.** Supplier warrants that all Products are (i) manufactured, processed, and assembled by Supplier or its authorized subcontractors; (ii) free from malware, known security vulnerabilities, defects in design, material and workmanship; (iii) conform to specifications, including DXC's General Specification for the Environment ("DXC's General Specification for the Environment" and any requirements and certifications regarding any rules, regulations or laws pursuant to the return of hazardous material; (iv) new and contain first-quality components and parts; (v) free and clear of all liens, encumbrances, restrictions, and claims against title or ownership; and (vi) not infringe any patent, trademark, copyright or other intellectual property right of a third party, (without prejudice of article 18 "INDEMNIFICATION, INSURANCE, AND CONFIDENTIAL INFORMATION"), and (vii) all Services will be performed in a professional manner.
- 6.2 **Survival of Warranties.** Except for non-infringement in Section 6.1 (vi) above which shall survive indefinitely, all other warranties specified herein shall: (i) survive any inspection, delivery, Acceptance, or payment by DXC (ii) be in effect for the longer of Supplier's normal warranty period or the one (1) year period following the date of Acceptance of the Products and/or Services by DXC and (iii) extend to DXC and its successors, assigns, and customers.
- 6.3 **Epidemic Failure Warranty.** Supplier warrants all Products against Epidemic Failure for a period of 3 (three) years after DXC's Acceptance. Epidemic Failure means the occurrence of the same failure, defect, or non-conformity with an Order in 2% or more of Products within any three-month period.
- 6.4 **Periodical Audits.** DXC may, at any time, inspect the software, Services, or Products and associated manufacturing processes. Inspection may occur at Supplier's facility, plant or subcontractor's plant. Supplier will inform its vendors and subcontractors of DXC's right to inspect and shall secure that right for DXC if necessary. If during such audits the performances of the Supplier result not perfect-done or not compliant with the given instructions or with the agreed timing, the Supplier shall remedy as soon as possible following the arrangements agreed upon with DXC. Any relevant non-fulfillment which would compromise the prompt execution of the Services set forth in the Order shall entitle DXC to terminate the agreement.
- 6.5 The Supplier guarantees that the supply is free of defects and that the activities have been carried out perfectly according to the highest standards. Notwithstanding the provision set forth in article 1495 of the Italian Civil Code, DXC is entitled to make complaints for defects within 60 days from the relevant detection. Any checks, inspections and tests performed do not eliminate or diminish the responsibility of the Supplier.

7. NON-COMPLYING PRODUCTS AND/OR SERVICES

- 7.1 **Non-Compliance.** Any defective Products or Services or Products and Services that are not in conformity with the requirements of an Order ("**Non-Complying Products**" and "**Non-Complying Services**", respectively), DXC may: (i) repair or replace the defective or non-conforming products under its own supervision charging the expenses involved to the Supplier; (ii) ask for the replacement or repair of the defective and non-conforming products under the supervision and at the expense of the Supplier; (iii) refuse and reject the defective and non-conforming products without having them replaced and deducting the price relative to them from the amount which is owed. In any case, DXC maintains the right to charge to the Supplier all the penalties for late delivery and/or noncompliance with Service levels and/or for the reimbursement of any further damages occurred.
- 7.2 **Epidemic Failure Remedy.** If an Epidemic Failure occurs, all costs, including but not limited to, replacement Products, parts, upgrades, materials, labor, transportation and inventory replacement arising from an Epidemic Failure shall be borne by Supplier, regardless of whether DXC initiates a field stocking recall or customer-based recall or retrofit, including Products in distributor inventory and DXC's installed base. Supplier, at its expense, will ensure that such Products, parts or upgrades have the highest shipping priority. DXC reserves the right to procure, upon terms it deems appropriate, similar Products to substitute the affected Products, and Supplier shall promptly reimburse DXC for all costs, charges, prices and fees paid in purchasing the substitute Products.

8. TESTING

The testing aims to check the compliance of the Products and Services to the technical specifications. The Supplier shall arrange the testing procedures which shall be countersigned by DXC for acceptance ("**Test Certificate**"; "**Reso Servizio**"). In case the testing fails due to Supplier responsibility, the Supplier shall repeat the testing as soon as possible. Notwithstanding the above, the acceptance by DXC of the Products and/or Services shall take place at the moment of the acceptance by the Final Customer. If the Final Customer does not accept the Supply due, also in part, to facts ascribable to the Supplier, the Supplier shall undertake all the activities that DXC at its own discretion deems necessary to obtain the acceptance by the Final Customer. In case the Supplier fails to remedy within a reasonable period of time, DXC shall have the right to ask for the Products or Services to other different Suppliers charging the relevant costs and fees to the Supplier, without prejudice to any further damages.

9. SHIPPING DOCUMENTS

- 9.1 If required by relevant local law, all the Products have to be accompanied by a proper shipping document, which shall be considered essential for the execution of the Order.
- 9.2 If required by relevant local law, each shipping document will refer to the Products of a single Order and shall indicate all the following: legal name and address of the Supplier; number of the Order to which the delivery refers, showing, in the case of a partial delivery, if this is the final consignment or an installment; description and our

material code; unit of measurement; quantity of any Products; number of bales or packages; weight and external aspect; name of the shipper and the date of shipment.

10. PROJECT MANAGER

- 10.1 Each Party, if necessary for the supply of Products/execution of the Services, shall appoint a competent project manager ("**Project Manager**") who shall, even in relation to compliance with the relevant law on safety of working areas, coordinate the activities of his/her working group, maintain the relationship with the other Party, notify and receive any communication set forth in the agreement or, anyway, useful for the carrying out of the activities.
- 10.2 In case the appointed people cannot play such role anymore, the Parties undertake to replace them within five days with people with the same competences and qualifications; if a Party does not appoint its Project Manager, or does not replace him/her promptly, the other Party shall make reference to the subscriber of the agreement.
- 10.3 At the deadlines set forth during the planning stage, the Project Managers shall jointly verify the progress of work and the relevant compliance with the provisions contained in the agreement; a report of this activity shall be drawn up and signed by the Parties.
- 10.4 Except for what strictly necessary for the execution of the activities provided for in the agreement and upon DXC indications, the Supplier and the authorized subcontractor, if any, shall not maintain, without DXC previous consent, direct relationships with the Final Customer, which shall be maintained by DXC Project Manager instead.

11. SUPPLIER'S OBLIGATIONS

11.1 In particular, the Supplier undertakes to:

- (a) Supply the Products and/or the Services and support on the agreed terms and conditions and delivery date, all to be considered as essential;
- (b) Cooperate with DXC personnel and other collaborators by supplying accurate information and data;
- (c) Notify promptly to DXC any delay, miscarry, misdelivery, defect, mistake occurred in performing its obligations, and notify any claim, request, complaint due to whatever reason, also if arising from Final Customer or third parties; the Supplier shall also notify the actions he/she deems to take on to remedy to such situation or to oppose these claims, requests, complaints;
- (d) To comply with and to commit its employees, authorized subcontractors, agents and delegates to comply with DXC Code Conduct and its Local Addendum. The Supplier declares to have examined DXC Code of Conduct and its Local Addendum. which can be found at ([DXC-Code of Conduct](#));
- (e) To comply with and to commit its employees, agents and delegates to comply with the rules of Legislative Decree 231/2001 and its changes and integrations. Customer also grants to refrain and to its employees, agents or delegates to refrain from committing crimes provided by the aforementioned Legislative Decree 231/2001. Customer declares to have examined the DXC "Modello Organizzativo" which also could be found at: (<https://dxc.com/it/it>).
- (f) Supplier undertakes to inform DXC, by prompt written notice to the attention of DXC "Organismo di Vigilanza e Controllo" about any violation involving DXC and relevant to the crimes set forth in Legislative Decree 231/2001, and subsequent amendments and integrations, or violation involving DXC "Modello Organizzativo" or DXC Standards of Business Conduct, which Supplier has learnt - directly or indirectly (also through its employees, agents or delegates) - during the execution of this Agreement. In case of non-fulfillment and/or legal proceedings attributable to Customer and arising from or connected with these obligations, which will be considered as a serious breach of this Agreement, DXC reserves the right to terminate this Agreement, upon written notice, according to article 1456 of the Italian Civil Code, without prejudice to any further damages.
- (g) Refund DXC for all damages arising from the improper, incomplete or otherwise unsatisfactory fulfillment of its obligations.
- (h) Export and Import Compliance. The Supplier that export, re-export and import products, technology and technical data purchased according to these General Terms and Conditions, must comply with the applicable laws and regulations and must obtain the required authorizations to import and export. In the event that Supplier fails to comply with relevant laws and regulations, DXC may suspend the execution of the Order.
- (i) Export Rules. The Supplier acknowledges that this Agreement is governed by United States of America and/ or other countries imports and exports laws and agrees to make reasonable commercial efforts to comply with such laws, where applicable. In no event shall DXC provide statements or certifications in support of restrictive trade practices and / or boycott. The Supplier warrants that he will not export, transfer and make available in any way to the countries and to the citizens of such countries, indicated in the U.S. Export Administration Regulations - Supplement No. 1 to Part 740 - Groups D: 1, E-1, E-2, which is available at: <https://www.bis.doc.gov/index.php/regulations/export-administration-regulations-ear>
- (j) To comply with and to commit its employees, authorized subcontractors, agents and delegates to comply with the rules of Social Responsibility under SA8000, and other relevant laws, with particular reference to:
- (k) Employment of children and young workers
- * Mandatory work
 - * Health and Safety in workplace
 - * Collective agreements and freedom of association within working areas
 - * Discrimination
 - * Disciplinary action
 - * Working Time
 - * Salary

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- 11.2 By accepting these General Terms and Conditions, the Supplier declares for himself and for authorized subcontractor to have examined and to accept SA8000 rules which can be found at the official website of SAI (Social Accountability International) at <http://www.sa-intl.org/>. According to these rules, DXC may, at any time, with the support of authorized third parties, inspect Supplier's and authorized subcontractor's plant. The Supplier agrees for himself and for authorized subcontractor to provide DXC with any information important for audit and to carry out corrective measures required by DXC or by authorized third parties, at the end of the audit.
- 11.3 It being understood that any violation of the obligations contained in the paragraph 11.1, letter d) and f) and i) of this article and article 18 shall entitle DXC to immediately terminate the Agreement pursuant to, and as an effect of, art. 1456 civ. code, and without prejudice to the right to compensation for greater damages.
- 11.4 Sub-contract. The Supplier shall not sub-contract the activities subject to this Order, unless expressly authorized in writing by DXC. In case of non-fulfillment of this obligation, DXC may automatically terminate the agreement. In order to obtain the authorization to subcontract, the Supplier shall notify to DXC a request containing the subcontractor company, the type and amount of Services that plans to subcontract. DXC shall communicate in writing any authorization or refusal to subcontract. The Supplier will be, in any case, the sole and exclusive responsible for performing the Services ordered by DXC.
12. DXC MATERIALS
- 12.1 In case the supply of Products and Services involves the use or the insertion of any DXC materials (i.e. any Products that are in the property of DXC), such materials will be used exclusively for the implementation of the activities set forth in the Order. Any other use of such materials is forbidden. The Supplier shall properly inspect such materials immediately upon receipt.
- 12.2 The Supplier shall properly inspect such materials immediately upon receipt. The Supplier shall notify to DXC promptly and, in any case, not later than 10 (ten) days from the relevant delivery, any defect, anomaly or inconvenience of the materials, even those occurred during shipment. The Supplier shall store and guard DXC materials so as to warrant an optimal state of preservation and functional efficiency.
13. INSTALLATION
- The Supplier represents and declares to have looked over the place of delivery and installation of the Products ("Place of Installation") and to deem it adequate for any activity it is going to carry out in.
- The Supplier represents that it will not be entitled to additional payments for any difficulty which could arise from the inadequacy of the Place of Installation.
14. SHIPMENT
- The Supplier is always responsible for the shipment of the Products and any items supplied up to the place of delivery, even in those cases in which the Parties agreed that the shipping costs are at DXC charge. All the expenses and risks directly or indirectly related to the shipping, herein included shipping costs, insurance premiums, and any eventual customs and/or import duties, are charged to the Supplier, except if differently provided for in the Order.
- In case the Supplier pays in advance shipment expenses which, as agreed between the Parties, are to be paid by DXC, these expenses shall be expressly indicated in the invoice or charged separately, accounted for with the documents which demonstrate the relevant payment.
15. TERMINATION FOR BREACH AND FOR CONVENIENCE
- 15.1 In addition to specific case of termination agreed in the Order or in these General Conditions, DXC can terminate the Order in case the Supplier:
- fails to perform or breaches any provision of this Order, or any other order or agreement with DXC, DXC may terminate the whole or any part of this Order, unless Supplier cures the breach within 10 (ten) business days after receipt of DXC's notice of breach;
 - is subjected to a liquidation procedure, or to control or administration by the Court, or is declared bankrupt, or ceases its business activities or, in any case, becomes insolvent or is in a financial difficulty which causes DXC to doubt that it will not be able to fulfill its obligations;
 - does not respect the terms agreed in the Order for the performance of the supply;
 - suspends the supply without a valid justification;
 - caused, in carrying out the activities, the expressed dissatisfaction of the Final Customer.
- 15.2 The termination shall be effective from the moment of the receiving by the addressee of the registered letter which communicates the same termination. In the case of the termination of the Order for any reason the Supplier shall: a) return all the materials and documentation of DXC or of the Final Customer originally received in relation to the Order and destroy the relevant copies if any; b) supply DXC with all the work carried out and not yet delivered up to the termination date.
- 15.3 In the event that DXC terminates this Order in whole or in part as provided in Section 7.1, DXC may procure, Products or Services similar to the Products or Services as to which this Order is terminated. Supplier shall reimburse DXC upon demand for all additional costs incurred.
- 15.4 DXC can terminate, at any time, both the Products Purchase Order and these General Conditions before the delivery of the relevant Products, by sending a written communication to the Supplier; in this case, nothing will be due to the Supplier for the termination. DXC can terminate, at any time, both the Services Purchase Order and these General Conditions, by sending a written communication to the Supplier; DXC can also terminate the Order in case of termination of the Agreement between DXC and Final Customer. In case of termination, in explicit derogation of article 1671 of the Italian Civil Code, DXC shall pay to the Supplier only the amounts due for the Services which have effectively been supplied up to the date of the termination.
- 15.4 Continued Performance. Any disputed matter, including but not limited to, DXC's withholding of disputed invoice amounts, will not constitute a breach of this Agreement or be grounds for Supplier to restrict or suspend its provision of Deliverables, Products, and/or Services to DXC or any DXC Affiliates who avail themselves of this Agreement and the services detailed throughout while the dispute is pending or being resolved. For the avoidance of doubt, Supplier will continue to perform its obligations under the Agreement despite the withholding of payment related to matters in dispute until the dispute is resolved.
16. LICENSE GRANT
- 16.1 If Products include software, firmware or documentation, Supplier grants to DXC a non-exclusive, perpetual, royalty free, worldwide license to use, reproduce, display, prepare derivative works of the documentation and distribute such works, software, firmware or documentation directly or as integrated into DXC products, and to sublicense such rights to third parties.
- 16.2 Requirements of Third-Party Licenses. Supplier shall identify all licenses and deliver to DXC all materials required to meet the requirements of any licenses for third party software that is included in the Products. Supplier shall deliver to DXC the source code for any software licensed under a license that has a source availability requirement (such as the GNU General Public License). If the source code is not included with the material that Supplier has previously delivered, Supplier shall deliver within 7 (seven) days after DXCs' request the source code for any software licensed under an open source license that has a source availability requirement. Supplier grants DXC the right to duplicate and distribute the materials as necessary.
17. INDUSTRIAL AND INTELLECTUAL PROPERTY
- 17.1 The Supplier shall assign to DXC any industrial and intellectual property rights, herein enclosed any patent and copyright relevant to Products and Services or to the support which would have been developed expressly in connection with the Order; the Supplier shall not reproduce, market or anyhow transfer to third parties' copies of the Products and Services.
- 17.2 Any invention or technology improvement, realized during the execution of the activities provided for in the Order, will be DXC's exclusive property without any further charge.
- 17.3 Unless differently agreed in writing between the Parties, the Supplier shall supply to DXC the software expressly developed for the Order, both in source code and in object code.
- 17.4 For any Product, Service or support which has not been developed expressly for this agreement, the Supplier warrants a non-sole, worldwide, perpetual and irrevocable license that shall include the right to sub-license and to integrate the products in the system, so as to allow DXC to fulfill its obligations arising from the agreement towards the Final Customer.
18. INDEMNIFICATION, INSURANCE, AND CONFIDENTIAL INFORMATION
- 18.1 General Indemnification. Supplier agrees to protect, defend, indemnify and save DXC harmless from all sums, costs and expenses as a result of any and all loss, expense, damage, liability, claims, demands, either at law or in equity, resulting from any personal injury or death, or damages to property resulting directly or indirectly from the performance of Supplier hereunder.
- 18.2 Intellectual Property Indemnification. Supplier agrees to defend, indemnify, and hold harmless DXC and its affiliates, subsidiaries, assigns, agents, subcontractors, distributors and customers (collectively "Indemnitees") from and against all claims, losses, demands, fees, damages, liabilities, costs, expenses, obligations, causes of action, suits, or injuries, of any kind or nature, arising from: (i) any claim that Supplier's Products or Services, or the use, sale or importation of them, infringes any intellectual property right. Without limiting the foregoing, Supplier will pay all costs, damages and expenses (including reasonable attorneys' fees) incurred by DXC and/or its Indemnitees and will pay any award with respect to any such claim or agreed to in settlement of that claim.
- 18.3 Infringing Products or Services. If the use of any Products or Services is enjoined (collectively, "Infringing Products"), Supplier shall at its expense procure the right for DXC to continue using or receiving the Infringing Products. If Supplier is unable to do so, Supplier shall at its expense (and at Indemnitees' option): (i) replace the Infringing Products with non-infringing Products or Services of equivalent form, function and performance; or (ii) modify the Infringing Products to be non-infringing without detracting from form, function or performance; or (iii) if unable to replace or modify the Infringing Products, refund in full all monies paid by DXC for the Infringing Products and pay all reasonable costs incurred by DXC in replacing the Infringing Products.
- 18.4 Removal of DXC's Trademarks. Supplier shall remove from all Products rejected, returned or not purchased by DXC, DXC's name and any of DXC's trademarks, trade names, insignia, part numbers, symbols, and decorative designs, prior to any other sale, use, or disposition of such Products by Supplier.
- 18.5 Insurance. During the performance of this Order, Supplier declares to have paid and to be in compliance with the relevant local laws related to payments of social and fiscal contributions for employees, as required by law or regulation, having jurisdiction over Supplier's employees. In addition, Supplier shall maintain, at its expense, a Comprehensive General Liability insurance policy covering claims of bodily injury, including death, products and completed operations,

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- contractual liability, and property damage that may arise out of use of the Products or acts of omission of Supplier under this Order, and containing such other provisions as may be required by DXC. Such policy or policies shall provide a coverage minimum of Euro 1.000.000 per occurrence. Each policy shall name DXC, its officers, directors, and employees as additional insureds. All such policies shall provide that the coverage thereunder shall not be terminable without at least thirty (30) days prior written notice to DXC. Upon demand by DXC, Supplier shall promptly supply DXC with certificates of insurance of such policies.
- 18.6 **Confidential Information.** “Confidential Information” includes all information designated by DXC either orally or in written as confidential, the existence and the terms and conditions of this Order, and including but not limited to, all information or data concerning the Products and/or Services, general business plans, customers, costs, forecasts, and profits, any information and data regarding DXC products or related to these last, (iii) any processes or commercial transactions in general and any other information obtained entering the Informational Data/Systems which, unless differently agreed, are of such a nature as to be held to be proprietary or confidential information. “Confidential Information” shall also include all information, including but not limited to DXC Data, provided by either Party to the other Party under this Agreement or in contemplation of the Products or Services to be provided hereunder and, if and where applicable, in conformance with and subject to the terms of an applicable Non-Disclosure Agreement executed by and between the Parties, the terms of which shall be incorporated herein by reference. Except as required for Supplier’s performance of this Order, Supplier shall not use or disclose any Confidential Information obtained from DXC or otherwise prepared or discovered by either Supplier or DXC in DXC’s plants or through the access to DXC’s Data/Systems for any purposes different from those that are necessary to perform its obligations, and shall:
- (i) protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care;
 - (ii) not use the Confidential Information for purposes extraneous to the fulfillment of the obligations arising from the Order;
 - (iii) give back to DXC, at the end of the contractual relationship, all the confidential documents still held by the Supplier, and destroy all the existing copies, herein included electronic copies.
- The Confidentiality Obligation is valid and effective for the duration of the whole period of the Order and for the period of 1 (one) year after its termination for any reason or cause.
- 18.7 **Publicity and Advertising Prohibition.** A party shall not publicize or disclose the terms or existence of this Order, nor shall a party use the name(s), trademark(s), or tradename(s) of the other party’s customer, the other party, its subsidiaries or Affiliates, except as follows: i) With the prior written consent of the other party, or II) as may be necessary for the party to perform its obligations under this Order or iii) as may otherwise be required by law, such disclosure shall be coordinated with the other party. A party may impose, as a condition of its consent, any restrictions which such Party deems appropriate, in its sole discretion. A party shall provide 10 days written notice to the other party prior to disclosure under subsections (ii) or (iii) above.
- 18.8 **Access to Information Systems.** Access, if any, to DXCs’ Information Systems is granted solely to perform the Services under this Order, and is limited to those specific DXC Information Systems, time periods and personnel as are separately agreed to by DXC and Supplier from time to time. DXC may require Supplier’s employees, subcontractors or agents to sign individual agreements prior to access to DXC’s Information Systems. Use of DXC Information Systems during other time periods or by individuals not authorized by DXC is expressly prohibited. Access is subject to DXC business control and information protection policies, standards and guidelines as may be modified from time to time. Use of any other DXC Information Systems is expressly prohibited. This prohibition applies even when a DXC Information System that Supplier is authorized to access, serves as a gateway to other Information Systems outside Supplier’s scope of authorization. Supplier agrees to access Information Systems only from specific locations approved for access by DXC. For access outside of DXC premises, DXC will designate the specific network connections to be used to access Information Systems. The Supplier warrants the setting up of adequate control measures and undertakes to keep DXC indemnified and harmless from any prejudices to integrity or accessibility of DXC Informational Data/Systems which are due to its access. DXC reserves the right to carry out checks, at any time, with a prior notice, on the Supplier’s operations, in order to verify the proper fulfillment of the aforesaid obligations.
- 18.9 **Processing of Personal Data.** See Section 28
19. **DURATION**
The Order shall have the duration shown in the Order itself. No tacit renewal is allowed at the date of the natural termination.
20. **COMPLIANCE**
- 20.1 **General.** Supplier will at all times comply with all international, national and EU law applicable to its obligations under this Order and, if applicable, its manufacture of Products. Supplier shall provide DXC with all information required to enable DXC to comply with such laws, rules, and regulations in its use of the Products and Services or reasonably requested by DXC to confirm compliance with such laws or with the provisions of the Order.
- 20.2 **Security.** Without limiting Section 20.1, Supplier warrants that in all countries in which Supplier does business, its operations and shipments comply with all applicable laws and regulations regarding security. In addition, Supplier shall meet or exceed security requirements designated by DXC. Supplier and DXC may perform a formal, documented security compliance audit on an annual basis, with the first audit taking place upon DXC’s request at any time after Supplier’s acceptance of this Order. Upon notification of Supplier’s failure to comply, whether by Supplier or through an audit or DXC inspection, DXC may either terminate the Order or grant a waiver of the requirement for a limited time to allow Supplier to become compliant.
- 20.3 **Accessibility.** Supplier warrants that all Products will meet the requirements set forth in all international, national and EU relevant laws to accessibility of information technology for people with disabilities. Supplier agrees to use personnel trained and knowledgeable in supporting the needs of persons with disabilities in performance of Services under this Order.
21. **SOCIAL AND ENVIRONMENTAL RESPONSIBILITY**
- 21.1 **Social and Environmental Responsibility.** Supplier warrants that in all countries in which Supplier and, to Supplier’s information and belief, Supplier’s appointed subcontractors do business, its and their operations comply with all Applicable Law and regulations governing labor and employment, employee health and safety, protection of the environment, and ethical practices. Supplier will comply with both the DXC Responsible Supply Chain Principles (**DXC-Responsible Supply Chain Principles**), including establishment of management systems as described therein, and the DXC Code of Conduct (**DXC-Code of Conduct**) located on the DXC Portal.
- 21.2 **Compliance.** All Products and their packaging will comply with DXC’s General Specifications for Environment as set forth on the DXC Portal at: (**DXC-Responsible Supply Chain Principles**) in addition to any other DXC specifications for the Products. Supplier will furnish DXC any information to confirm the material composition of parts, components or other constituents of Products or their packaging, as supplied to DXC under this Order or as used in any manufacturing processes.
- 21.3 **Chemical Substances.** Supplier warrants that: (i) each chemical substance contained in Products is on the inventory of chemical substances compiled and published by the Environmental Protection Agency pursuant to the Toxic Substances Control Act and (ii) all Material Safety Data Sheets required to be provided by Supplier for Products shall be provided to DXC prior to shipment of the Products and shall be complete and accurate.
- 21.4 **Take Back.** Supplier will accept back, free of charge, any material included in the Products or their packaging, returned freight prepaid, by DXC from any country that requires Products be taken back from the user at the end of life of the Products.
22. **MISCELLANEOUS**
- 22.1 **Transfer of credit related to the Order/Transfer of the agreement.** It is expressly forbidden to the Supplier to sell and/or transfer to any third party, even totally or partially, any credits or obligations arising from the Order, or the agreement/Order, unless expressly authorized in writing by DXC. DXC shall have the right, with a prior written notice, to assign the Order/ agreement or any credits arising from the Order, either wholly or partially, to other companies within the DXC Group. In case of non-fulfillment of any of obligations stated in this article, DXC will automatically terminate this General Conditions and the related Order according to article 1456 of the Italian Civil Code, without prejudice to the right to compensation for greater damages.
- 22.2 **Applicable law and jurisdiction.** The Order, any addendum, the General Conditions and any other documents in connection with them, shall be interpreted and regulated by Italian Law. Any dispute which may arise in connection with the interpretation and application of the clauses herein contained shall be subjected to the exclusive competence of the Court of Milan.
- 22.3 **Non-Restrictive Relationship.** DXC shall not be precluded from independently developing, acquiring from other third parties, distributing or marketing other Products or Services which may perform the same or similar functions as the Products or Services provided under this Order.
- 22.2 **Acquisition.** In the event that Supplier is acquired by another entity, not affiliated with Supplier, or any of Supplier’s affiliates and/or subsidiaries, DXC, at its sole discretion, shall have the right to immediately terminate this Agreement upon fourteen (14) days written notice to Supplier. If DXC, elects to terminate this Agreement for such reason, all Products and Services procured through to the date of termination survive (barring prior or simultaneous termination by Supplier for breach of the provision of this Agreement by DXC) and be governed by the terms and conditions of this Agreement through their respective terms. If DXC, at its sole discretion, elects not to terminate this Agreement, its rights and responsibilities hereunder shall remain uninterrupted by such acquisition through the remaining term of this Agreement.
23. **TRACEABILITY OF FINANCIAL FLOWS.**
- 23.1 Traceability of financial flows. In the event that the Customer is awarded a public sector contract which Customer will fulfill through this Agreement, following article 3 of law No. 136/2010 and following amendments, the parties agree on assuming all the obligations set forth in this article in relation to the traceability of financial flows. Should the parties not be in compliance with these obligations, this Agreement shall be considered as null and void.
- 23.2 The parties agree to communicate to the public sector customer and to the relevant territorial Prefect’s office, possible infringements of the above-mentioned obligations.
24. **SAFETY AND PREVENTION OF INJURIES.**
- 24.1 In the provision or performance of the Services listed in this Order, the Supplier agrees to comply with the provisions of Law concerning the prevention of

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- injuries and maintaining hygiene in the workplace. The Supplier declares to be aware of such provisions and to be duly informed of the specific risks existing in the workplace in which he must operate, according to the Italian Decree Legislative 81/2008 and subsequent amendments and modifications and agrees to inform about such laws its employees and / or any authorized subcontractors. The Supplier shall be responsible for any harm, injure or damage occurred to people or Products arising from or related to the execution of the supply set forth in the Order and comply and ensure that its employees and / or any subcontractors and / or agents authorized under this Order comply with safety and conduct laws stated by DXC and / or by Final Customer, in particular to those concerning access to the workplace, and privacy Data.
- 24.2 For all the above, the Supplier undertakes all the responsibility for the conduct of its personnel, in the widest sense of article 2049 of the Italian Civil Code, in case of any damage which could occur to people or Products belonging to DXC or to third parties that will claim for damages.
- 24.3 In particular, the Supplier shall use materials and methods meeting all legal requirements and in very Products conditions and shall adopt adequate protection methods and arrange the necessary danger signaling.
- 24.4 In particular, with respect to law concerning safety in workplace, the Supplier and authorized subcontractor, without prejudice to any obligation or liability, agrees to provide its employees and authorized subcontractors, with special identification badges containing photos, worker's essential data, employer's name, and to draw up, sign and deliver to DXC the following documents:
-Self- certification according to article 26 letter a) of Decree Legislative 81/2008 and copy of the identity card of the person who signs the certification;
- Chamber of Commerce certificate dated not earlier than three months, containing the permit "antimafia" according to Law 575 /1965, and subsequent amendments, and any information concerning the existence of any bankruptcy proceedings.;
- DURC (document setting forth compliance with the relevant laws on social contributions) updated every three months;
- Safety Organization chart;
- Declaration on letterhead of the company, signed by the employer, according to which employer declares he was not affected and he is not affected by suspension or disqualification to exercise commercial activity, issued by the Minister of Employment and Social Welfare, as stated in section 14 of the Legislative Decree 81/2008;
- And any other document required by the Final Customer in order to assess of the technical and professional qualifications and full compliance with the Supplier and Subcontractor obligations.
- 24.5 By signing the Order, the Supplier declare to have received DUVRI and to fully agree and accept its content. DUVRI contains a description of working areas with specific reference to the cost related to solve possible safety issues in relation to the Services executed by the Supplier. The Supplier agrees that costs related to such issues are indicated separately from the costs to be paid for the Services and will not be reduced.
- 24.6 During the time spent at the properties belonging to, or used by, DXC, the Supplier's Personnel must comply with the following regulations:
1. Comply with the safety signs displayed at DXC. We specify that the escape routes are marked according to currently applicable regulations and are adequately distributed throughout the facilities;
 2. Remain within the limits of the relevant area (where the work is performed);
 3. Only leave those areas if accompanied by DXC personnel;
 4. In the event of emergency, put themselves at the complete disposal of the contact person in DXC;
 5. Do not remove or modify the protective covers of systems and machines without having prepared replacement safety measures, and measures which, in any case, are aimed at effectively avoiding injuries;
 6. Make use of the Individual Safety Devices (D.P.I.), use machines and tools which respond to Provisions of Law concerning the prevention of injuries, and adopt the prescribed safety measures;
 7. Do not carry out, on their own initiative, any maneuvers or operations which are not within their own competence, and which therefore may also compromise the safety of others.
- 24.7 The Supplier, even after the termination of this Order for any reason, shall indemnify, hold harmless and refund DXC for any claim, for any reason made by employees, delegates, agents, Subcontractors and other third parties involved in the execution of the Services, arising from noncompliance with provisions of law, regulations, laws and specific agreement (including agreement and collective agreements applicable) which are connected with the execution of this Order, including as it relates to employment of labor, insurance, social security, worker's rights, salary, contributions, security measures against its own employees and agents employed in the execution of this Order (including the security measures according to the Legislative Decree 81/2008 and subsequent modifications), and required authorizations from the competent authorities.
- 24.8 The failure by the Supplier or by its personnel to comply with the above shall give DXC the right to claim the immediate suspension of the activities and to terminate the Order for breach, according to the article 1456 of the Italian Civil Code.
25. PERSONNEL – NON SOLICITATION
- 25.1 The Supplier declares that all the personnel ("**Personnel**" or "**Employees**") dedicated to the execution of the supply set forth in the Order are regularly hired employees and, in any case, are completely unrelated to DXC or Final Customer working activities. This being understood, in specific cases expressly authorized in writing by DXC, according to what stated in the article 11.4, the Supplier, for the purposes of fulfilling the obligations assumed under the Agreement, may also make use of authorized subcontractors. It remains understood however, that each of the parties of the Agreement shall be solely responsible for the management of their own employees and/or assistants. In case of noncompliance with the obligations stated above, DXC shall have the right to promptly terminate the agreement according to the article 1456 of the Italian Civil Code, without prejudice to its right to compensation for any damages caused.
- 25.2 The Parties agree that the fulfillment of all legal, administrative and contractual duties, as regards remuneration, welfare contribution, social security charges of any kind and the relevant formalities shall in any case be charged to the Supplier and to the authorized subcontractor. DXC shall have the right to execute periodic audit and to request to Supplier, and through him, to the authorized subcontractor at any time, proper evidence in order to verify the real and correct fulfillment of the aforementioned undertakings. The Supplier declares for him and for the authorized subcontractor that, with respect to its own employees, it applies regulatory and salary conditions which are not less beneficial than those included in the applicable collective labor contracts, except for the minimum mandatory regulatory and wage treatment.
- 25.3 The Supplier shall communicate to DXC the names of the Employees in charge of the execution of the contracted activities and the names of the Employees of the authorized subcontractor.
DXC may request the replacement of the Employees whose performances and/or behavior in executing the activities are not acceptable to DXC or to the Final Customer. The Supplier and the authorized subcontractor shall replace such Employees within three business days; in case of delay in this replacement DXC shall be entitled to claim the payment of the penalty indicated in the Order, without prejudice to a further claim for damages.
Before beginning work, the Supplier must send DXC a list of people which it intends to use in order to perform the work at the facilities of DXC or the Customer, also on behalf of authorized subcontractor, containing:
1. the names of the resources used;
 2. the type of employment contracts they have;
 3. their registration numbers in the employee register
 4. their INAIL (National Institute for the Prevention of Workplace Injuries) and INPS (National Social Security Institute) position numbers.
- Those individuals may be requested to provide the essential data of an official identification document in order to be allowed to enter the facilities of DXC or the Customer.
- Either Party, for the entire duration of the relationship, and for the twelve months following its expiration, termination or withdrawal, may not establish, with counterparty's employees who have been employed in any activities connected to the present contract, any form of work cooperation, including employer-employee relationships or other relationships, without the prior written consent of the counterparty.
- In the event of violation of the provisions of the previous paragraph, the party who fails to comply shall be required to pay to the counterparty, for each violation, a penalty equal to twelve (12) monthly salaries of the wages paid by counterparty to the employee before the hiring in violation of the provisions of the present clause.
26. ANTI CORRUPTION.
- Supplier agrees that it is familiar with the provisions of the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and other analogous anti-corruption legislation in other jurisdictions in which Supplier conducts business or which otherwise apply to Supplier (collectively, and with related regulations, the "Anti-Corruption Laws"), and that it shall not in connection with the transactions contemplated by this Agreement make any payment or transfer anything of value, offer, promise or give a financial or other advantage or request, agree to receive or accept a financial or other advantage either directly or indirectly to any government official or government employee (including employees of a government corporation or public international organization) or to any political party or candidate for public office; or to any other person or entity with an intent to obtain or retain business or otherwise gain an improper business advantage. Supplier further agrees that it will not take any action which would cause DXC to be in violation of any Anti-Corruption Laws. Supplier will promptly notify DXC if it becomes aware of any such violation and indemnify DXC for any losses, damages, fines or penalties that DXC may suffer or incur arising out of or incidental to any such violation. In case of breach of the above, DXC may suspend or terminate the Agreement at any time without notice, liability, or indemnity. Supplier shall, upon DXC's request, allow DXC to conduct periodic audits of Supplier's books and records to ascertain compliance with this clause. This provision will survive termination of the Agreement for any reason. Each of Supplier's employee, agent, representative, subcontractor, or other party who has been or will be engaged by Supplier in connection with this Agreement will be made aware of the above obligations; will agree to comply with them; and will have signed, prior to beginning such involvement, an agreement with Supplier stating that they are aware of the above obligations and agree to comply with them. In addition, Supplier is and will be responsible for and will indemnify DXC to the greatest extent permitted by law against any and all liability that may arise from the actions of such employee, agent, representative, subcontractor, or other party and any of their failures to comply with the terms of this Agreement and their corresponding agreement with Supplier.
27. INFORMATION SECURITY
- 27.1 Supplier shall implement and maintain security measures to protect DXC Data, Services and Products in accordance with the Data & Network Security Schedule ("**DNSS**") as set forth herein on the DXC Portal at: ([DXC-Data & Network Security Schedule-DNSS](#)). The DNSS forms part of the Agreement. Capitalized

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- terms not specifically defined in this Agreement or in this section “Information Security”, shall have the meaning set forth in the DNSS.
- 27.2 (Intentionally Omitted).
- 27.3 Supplier shall only Process DXC Data and access information systems to the extent and in a manner necessary to provide the Services, software or Products, in accordance with this Agreement and any SOW, this section “Information Security” and the “DNSS”. Any access to or use of DXC information systems or Processing of DXC Data by or on behalf of Supplier for any other purpose, not explicitly authorized in writing by DXC, shall be deemed a material breach of the Agreement by Supplier. Supplier shall not sell, rent, transfer, distribute, disclose, copy, alter, or remove DXC Data, DXC information system, or Product unless authorized in writing by DXC. Supplier shall ensure all Processing of DXC Data and provisioning of Services and Products complies with all Applicable Laws. If Supplier cannot Process the DXC Data or provide Services or Products in accordance with such Applicable Laws, this Agreement and any SOW, this section “Information Security” and the “DNSS, then Supplier shall immediately notify DXC in writing.
- 27.4 Supplier shall develop, implement and maintain a comprehensive information security program with information security industry standard safeguards, such as ISO 27001/2, to protect DXC Data against Security Breach and to provide secure Services or Products.
- 27.5 All Notifications, whether related to Security Breach, Product security, vulnerability or non-compliance, shall be made to the DXC Security Incident Response and Control Center via (a) email to: SIRCC@dxc.com and (b) telephonically to 1 (844) 898 3705 Americas and /or +61 2 9034 3430 International. Supplier shall use commercially reasonable efforts to provide DXC with notification within 24 hours after Supplier becomes aware of a Security Breach.
- 27.6 DXC reserves the right to audit, inspect, and make copies or extracts (“Audit”) of Supplier’s records and processes which evidences Supplier’s performance under, and compliance with, this Agreement (including without limitation and to the extent permitted by applicable laws, all materials pertaining to drug tests and background checks of all personnel and subcontractors assigned to DXC), at any time within 7 days prior notice to Supplier. As applicable, such Audit may also apply to Supplier’s data processing facilities, affiliates, subcontractors and data files as reasonably necessary to confirm Supplier’s compliance with the provisions of this Agreement. Such Audits shall be arranged by discussion with the Supplier and shall be subject to the Supplier’s security policies. Additionally, Supplier will make its employees, officers, and directors available for meetings with DXC or its representatives if DXC has reasonable grounds for believing that the Supplier has not complied with this Agreement. If an Audit reveals that Supplier is in material breach of its obligations under this Agreement, Supplier shall reimburse DXC for all costs of the Audit, including without limitation the costs of any third-party auditors engaged by DXC, the costs of DXC’s internal employee auditors for actual working time and travel expenses incurred.
- 28 DATA PROTECTION AND PRIVACY
- For the purposes of Services, Product, SaaS, Software, and/or Maintenance and Support, that Supplier provides to DXC, DXC Customers, and/or end users of DXC or DXC Customers under the terms of this Agreement, any Schedule, and/or SOW, the following shall apply:
- 28.1 Definitions The following definitions shall apply to this Section ‘Data Protection and Privacy:
- “Data Privacy Laws” means any state or national law or regulation protecting the privacy, confidentiality, or security of Personal Information.
- “General Data Protection Regulation”, “GDPR” means regulation (EU) 2016/679 of the European parliament and of the council as amended from time to time.
- “Personal Information” or “Personal Data” is defined as any individually identifiable information about DXC, Customers, employees (including employees or customers of Customers) or any other individuals about whom Supplier receives personal information as defined in any Data Privacy Laws, from or on behalf of DXC in connection with Supplier’s performance under this Agreement or any SOW.
- “Process” or “Processing” or “Processed” as defined in the relevant Data Privacy Laws or, where not defined, means any operation or set of operations which is performed whether or not by automatic means (including, without limitation, accessing, collecting, recording, organizing, retaining, storing, adapting or altering, transmitting, retrieving, consulting, using, disclosing, making available, aligning, combining, blocking, erasing, transferring, securing, and destroying Personal Information).
- 28.2 Applicability of Data Privacy Protections. If Personal Information will be Processed by Supplier in connection with the performance under this Agreement (including any SOW), then and only then shall the provisions of this Section ‘Data Protection and Privacy’ be applicable. For the avoidance of doubt, the data security requirements contained in section ‘Information Security’ shall apply regardless of whether Personal Information is Processed under this Agreement or any SOW. All Personal Information obtained from or on behalf of DXC or in connection with performance pursuant to this Agreement shall be Processed and protected pursuant to this Section ‘Data Protection and Privacy’, the Section ‘Information Security’ and any other Sections of this Agreement
- that address Personal Information.
- 28.3 Compliance with Data Privacy Laws. Supplier agrees that it will Process any Personal Information to which it has access in connection with its performance under this Agreement (including any SOW) only on behalf of and for the benefit of DXC in accordance with this Agreement and as otherwise required by all applicable Data Privacy Laws, insofar as they apply to Supplier. Supplier agrees that it will not Process any Personal Information for any other purpose other than for the specific purposes of performing the services specified in this Agreement (including any SOW) absent specific written approval from DXC. In addition, to the extent applicable to Supplier, Supplier agrees to comply with any requirements of any applicable Data Privacy Law regarding the collection, storage, use, transfer, security, or Processing of Personal Information.
- 28.4 Transfer of Personal Information. Supplier warrants to DXC that Personal Information provided to Supplier or obtained by Supplier under this Agreement on behalf of DXC (including any SOW) shall not be transferred across national boundaries unless authorized by law or specified within this Agreement or the applicable SOW as authorized for transfer across national boundaries. Supplier agrees that any such transfer will only be made in compliance with applicable Data Privacy Laws. If there is a conflict between this Section ‘Data Protection and Privacy’ and the other provisions of this Agreement, the requirements of this Section shall take precedence.
- 28.5 Safeguards for Personal Information. Supplier agrees to develop, implement, maintain, and use administrative, technical, and physical safeguards, as deemed appropriate by DXC, to preserve the security, integrity and confidentiality of, and to prevent intentional or unintentional non-permitted or violating use or disclosure of, and to protect against unauthorized access to or accidental or unlawful destruction, loss, or alteration of, the Personal Information Processed, created for or received from or on behalf of DXC in connection with the Services, functions or transactions to be provided under or contemplated by this Agreement. Such safeguards shall meet all applicable legal standards (including any encryption requirements imposed by law) and shall meet or exceed accepted security standards in the industry, such as ISO 27001/27002. Supplier agrees to document and keep these safeguards current and shall make the documentation available to DXC upon request. Supplier shall ensure that only Supplier’s employees or representatives who may be required to assist Supplier in meeting its obligations under this Agreement shall have access to the Personal Information.
- 28.6 Contact with Third Parties. In the event that Supplier receives a request from a third party (including an individual) to access any Personal Information in Supplier’s possession, Supplier will promptly forward a copy of such request to DXC and will cooperate with DXC in responding to any such request. Upon DXC’s request, Supplier will make Personal Information in its possession available to DXC or any Third Party designated in writing by DXC and will update Personal Information in Supplier’s possession in accordance with DXC’s written instructions. If any government or competent authority requests Supplier to disclose or allow access to Personal Information, Supplier shall, unless legally prohibited, immediately notify DXC of such request and shall not disclose or allow access to such Personal Information without first giving DXC an opportunity to consult with the requesting government or authority to seek to prevent such disclosure or access. Supplier will respond to any such government or enforcement authority request only after consultation with DXC and at DXC’s discretion, unless otherwise required by law. Supplier shall promptly notify DXC if any complaints are received from Third Parties about its Processing of Personal Information, and Supplier shall not make any admissions or take any action that may be prejudicial to the defense or settlement of any such complaint. Supplier shall provide DXC with such reasonable assistance as it may require in connection with resolving any such complaint.
- 28.7 Access to Personal Information by Subcontractors. Supplier agrees to require any subcontractors or agents to which it discloses Personal Information under this Agreement or under any SOW to provide reasonable assurance, evidenced by written contract, that they will comply with the same or substantially similar confidentiality, privacy and security obligations with respect to such Personal Information as apply to Supplier under this Agreement or any SOW. Supplier shall confirm in writing to DXC that such contract is in place as a condition to DXC’s approval of use of a subcontractor in connection with any SOW. Upon request of DXC, Supplier will provide to DXC a copy of the subcontract or an extract of the relevant clauses. Supplier shall ensure that any failure on the part of any subcontractor or agent to comply with the Supplier obligations under this Agreement or any SOW shall be grounds to promptly terminate such subcontractor or agent. If during the term of this Agreement or any SOW, DXC determines, in its exclusive discretion, that any Supplier subcontractor or agent cannot comply with the Supplier obligations under this Agreement or with any SOW, then DXC may terminate this Agreement in whole or in part (with respect to any SOW for which such subcontractor or agent is providing services), if not cured by Supplier within the time prescribed in the notice of such deficiency.
- 28.8 Data Privacy Obligations. In the event that country-specific privacy obligations applies to Supplier, Supplier shall comply with the requirements stipulated in the Data Privacy Supplement and the relevant country-specific supplements as set forth therein on the DXC Portal at ([DXC-Data Privacy Supplement](#)). The Data Privacy Supplement sets out the terms and conditions for the Processing of Personal Information by Supplier on behalf of DXC under the Agreement and forms an integral part of the Agreement.
- In the event of any conflict between the terms of the Data Privacy Supplement, the Agreement, or Data Protection Laws, the following order of precedence shall apply:
- 1) Applicable Data Protection Laws,

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- 2) The Data Privacy Supplement and its appendices
- 3) The Agreement.

Information), art. 20 (Compliance), art. 22.1 (No assignment Of any credit and agreement/order); art. 22.2 (No Sub- contract); art. 22.3 (Applicable law and jurisdiction).

Date and place:

Supplier:

Signature (by specifying internal role):

29 HIPAA

To the extent (if any) that DXC discloses “Protected Health Information” or “PHI” as defined in the HIPAA Privacy and Security Rules (45 CFR, Part 160-164) issued pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) to Supplier or Supplier accesses, maintains, uses, or discloses PHI in connection with the performance of Services or functions under this Agreement, Supplier will: (a) not use or further disclose PHI other than as permitted or required by this Agreement or as required by law; (b) use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement, including implementing requirements of the HIPAA Security Rule with regard to electronic PHI; (c) report to DXC any use or disclosure of PHI not provided for under this Agreement of which Supplier becomes aware, including breaches of unsecured protected health information as required by 45 CFR §164.410, (d) in accordance with 45 CFR §164.502(e)(1)(ii), ensure that any subcontractors or agents of Supplier that create, receive, maintain, or transmit PHI created, received, maintained or transmitted by Supplier on DXC’s behalf, agree to the same restrictions and conditions that apply to Supplier with respect of such PHI; (e) make available PHI in a Designated Record Set (if any is maintained by Supplier) in accordance with 45 CFR section 164.524; (f) make available PHI for amendment and incorporate any amendments to PHI in a Designated Record Set in accordance 45 CFR section 164.526; (g) make available PHI required to provide an accounting of disclosures in accordance with 45 CFR section 164.528, (h) make Supplier’s internal practices, applicable documentation and records to the extent that such relate to the use and disclosure of PHI received from DXC, or created or received by Supplier on DXC’s behalf, available to the Secretary of the HHS for the purpose of determining DXC’s compliance with the HIPAA Privacy and Security Rules, (i) in the event Supplier is to carry out any obligations by or on behalf of DXC that DXC performs on behalf of a covered entity arising under the Privacy Rule, comply with the requirements of the Privacy Rule that apply to the performance of such obligations, and (j) at termination of this Agreement, return or destroy all PHI received from, or created or received by Supplier on behalf of DXC that Supplier still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of the Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

The parties confirm their agreement to these General Terms and Conditions by signing each of their respective authorized representatives in the spaces indicated below:

Date and place:

DXC :

Signature (by specifying internal role):

As per acceptance of this agreement:

Supplier:

Signature (by specifying internal role):

According to articles 1341-1342 of the Italian Civil Code, Customer also states that he has seen and he accepts the clauses provided by:

Art. 1 (Terms and Conditions), art. 2 (Price, Taxes, Payment Terms and Acceptance), art. 6 (Warranty), art. 11 (Supplier’s obligations), art. 15 (Termination), art. 17 (industrial and Intellectual Property), art. 18 (Indemnification, Insurance and Confidential