



# Standard Framework Agreement



This Framework Agreement consists of this document and other documents ("Transaction Documents") that are executed whenever Services are required (including "Statements of Work" and/or "Orders").

DXC and DXC's Affiliates may provide Customer Services by executing Transaction Documents under this Framework Agreement.

**FRAMEWORK AGREEMENT PARTIES:**

- A. Computer Sciences Corporation, a DXC Technology Company, a Delaware incorporated Company, with its principal place of business at 20408 Bashan Drive, Suite 231, Ashburn, VA 20147

("DXC").

- B. City of Fort Lauderdale ("Customer") located at 1 East Broward Boulevard, Suite 1605, Fort Lauderdale, FL 33301

**FRAMEWORK AGREEMENT EFFECTIVE DATE:**

January 1, 2023

**FRAMEWORK AGREEMENT TERM:**

Unless terminated earlier under Section 11 (*Termination*) or until the date of expiry or termination of all Transactions Documents, if that is later)

**FRAMEWORK AGREEMENT TERM:**

United States of America

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## 1 TERMS OF THE AGREEMENT

- a. DXC will provide the products and services (collectively "**Services**") specified in Transaction Document under this Framework Agreement.
- b. Transaction Documents can come in various forms but each will incorporate by reference this Framework Agreement and include a description of the Services to be provided; the Charges; the Transaction Term; and any additional or modified provisions that relate to the Services. Transaction Documents are part of this Framework Agreement.
- c. There is no requirement to perform any Services or incur any liabilities until the relevant Transaction Document is signed by both Parties. Each Transaction Document will be effective from the date of the last party to sign a Transaction Document "**Transaction Effective Date**".
- d. Capitalized words and phrases used in this Framework Agreement are defined in the Section in which they are used, or at Section 24 (*Definitions*) below.

## 2 TERM

Unless terminated earlier under Section 11 (*Termination*):

- a. the Framework Agreement shall remain in effect for the Framework Agreement Term; and
- b. each Transaction Document shall remain in effect for its Transaction Term.

## 3 PROFESSIONALISM

- a. DXC will perform the Services in a professional and workmanlike manner.
- b. Where a deliverable is specified in a Transaction Document, it will be deemed accepted if it is either used in a production environment or if the Customer in its reasonable discretion agrees, and provides such agreement in writing to DXC, that such deliverable materially meets the applicable acceptance criteria specified in that Transaction Document.
- c. Where a deliverable specified in a Transaction Document is not used in a production environment or acceptance criteria are not specified, then the deliverable will be deemed accepted if Customer does not provide DXC with a reasonably detailed written notices of rejection identifying a material defect within five (5) business days of discovery of such defect.

## 4 CHARGES, PAYMENT AND TAXES

- a. All fees and charges for the Services and applicable expenses and taxes ("**Charges**") are set out in the applicable Transaction Document.
- b. Unless specified otherwise in a Transaction Document, DXC will invoice Customer monthly in arrears for the Charges and Customer will pay all invoices within forty five (45) days of receipt of a proper invoice in accordance with Florida's Prompt Payment Act.

- c. Although out-of-pocket expenses are not anticipated under this Contract, to the extent that out-of-pocket expenses are incurred, unless otherwise specified in the Contract, DXC will charge separately for reasonable travel and out-of-pocket expenses incurred in providing the Services in accordance with the Customer's travel policy and as pre-approved by Customer.
- d. Customer will not reduce, or fail to pay, any Charges for any reason (including making any withholding, deduction or offset) except for those Charges that Customer disputes in good faith; provided, that absent manifest error, the aggregate of all such reductions and failures at any one time as to a Transaction Document cannot exceed the average of three months' Charges under that Transaction Document. If Customer disputes any Charges, Customer will promptly provide to DXC a reasonably detailed written explanation of the basis for the dispute (at least five (5) business days before the due payment date). Customer agrees to pay the undisputed Charges when they are due.
- e. Late payments of undisputed Charges (and on Charges Customer has disputed, but which are then agreed to be due) will bear Interest, in accordance with Florida's Prompt Payment Act.
- f. Except for taxes based on DXC's income and DXC's property taxes, Customer is responsible for and will punctually pay all applicable federal, national, state and/or local taxes, surtaxes and duties arising out of or based upon the provision and use of Services including but not limited to gross receipts, sales, use, privilege, excise, or other equivalent taxes. If Customer fails to promptly provide DXC with a valid tax exempt certificate and If DXC elects to pay any of those taxes, surtaxes and duties and provide reasonable supporting evidence of that payment, Customer will reimburse DXC. All amounts specified in Transaction Documents are exclusive of all Value Added Taxes ("VAT") (however designated, including without limitation Goods and Services Taxes ("GST")), customs duties, and fees payable on import or export, each of which Customer will also be responsible for and punctually pay, or if DXC elects to pay them Customer will reimburse DXC. If agreed in a Transaction Document, Customer will also be responsible for Expatriate Taxes. Customer will be responsible for payment to DXC of Interest and penalties imposed on DXC by regulatory or government authorities which arise due to Customer's failure to comply with this Section 4(e).

## 5 ACCESS TO SYSTEMS AND SERVICE LOCATIONS

- a. Customer will give DXC, and DXC's Affiliate, CSC, logical, network, and data access to Customer's systems, at no cost to DXC, to enable DXC to provide the Services, and as may be required to remove or decommission DXC's property and that of DXC's Affiliate provided that:
  - ii. (ii) DXC's personnel and those of DXC's Affiliate accessing Customer's systems will comply with Customer's applicable system security policies and procedures as are generally applicable to all personnel having access; and
  - iii. Customer will provide DXC with the applicable policies and procedures (either by a copy or by a written reference to a website accessible by DXC) reasonably in advance of the requirement to access Customer's Service Locations or systems.

- b. DXC will maintain and enforce logical, network, and data safety and security policies and procedures at DXC's Service Locations during the Transaction Term as provided for in DXC's standards and practices (which shall not be lower than reasonable industry standard) then in effect at each of DXC's Service Locations.
- c. If incorporated within the applicable Transaction Document Customer will comply with DXC's acceptable use policy with respect to Customer accessing DXC's Systems and DXC's Service Locations.
- d. Customer will not resell DXC's Services to a third party unless the Transaction Document specifically permits it (except that End Users accessing Customer's web site or an application hosted on DXC's System will not be considered re-sale, unless specified otherwise in the applicable Transaction Document).

## **6 COOPERATION AND GRANT OF USE**

- a. Customer will provide DXC with any reasonable cooperation that DXC requests to facilitate DXC in providing the Services.
- b. Customer will not unreasonably withhold or delay Customer's consent or approval, whenever it is required.
- c. Customer will ensure that all materials and information that Customer provides to DXC will be true, current, correct and complete in all material respects.
- d. Customer grants to DXC and DXC's Affiliate the right to access and use, at no cost to DXC, Customer's owned and/or licensed software, Customer's owned and/or leased hardware, and Customer's network as reasonably required by DXC to provide the Services subject to DXC and DXC's Affiliate complying with Customer's reasonable and identified access and license requirements under Section 5 (Access to Systems and Service Locations) above.
- e. Any additional responsibilities that Customer will perform upon which DXC relies in providing the Services will be specified in each Transaction Document and DXC's performance will be excused if Customer does not perform those responsibilities, and those responsibilities set out in this Section 6 or otherwise in this Framework Agreement.

## **7 CHANGES**

- a. Any change to a Transaction Document or to the Framework Agreement will not be valid until the applicable amendment is executed by both Parties.
- b. DXC may modify any component, technology, process or procedure used by DXC to provide the Services and/or modify the way DXC delivers the Services without first telling Customer unless it materially affects the Services, Customer's systems or Customer's security or would result in an increase in Charges.

## 8 CONFIDENTIAL INFORMATION

- a. To the extent permitted by Florida law and/or subject to Chapter 119 Florida Statutes, any information, data or material disclosed by one Party to the other in connection with the Services will be deemed to be "**Confidential Information**" if it is either marked as being "Confidential" (or similar marking) or is of a nature and type that a reasonably prudent business person would consider to be confidential, provided that Confidential Information will not include any information that is:
  - i. available to the public other than by breach of this Framework Agreement and/or of any Transaction Documents by the receiving Party;
  - ii. rightfully received by the receiving Party from a third party entitled to make such disclosure and without confidentiality limitations;
  - iii. independently developed by the receiving Party; or
  - iv. known to the receiving Party before receipt of the same information from the disclosing Party.
- b. The receiving Party will treat the Confidential Information of the disclosing Party with the same degree of care that it would normally use in protecting its own Confidential Information (but in no event with less than a reasonable degree of care).
- c. The receiving Party will not use the disclosing Party's Confidential Information for any purpose other than in relation to the Services.
- d. Any disclosure, except disclosure required by Chapter 119, Florida Statutes, or misappropriation of a disclosing Party's Confidential Information in violation of this Framework Agreement and/or of any Transaction Documents could cause irreparable harm to the disclosing Party and the amount of damage may be extremely difficult to estimate. This would make any remedy at law or in damages inadequate. The disclosing Party will therefore have the right to apply to any court of competent jurisdiction for an order restraining any breach or threatened breach of this Section 8, without first resorting to any dispute resolution process.
- e. Upon request of the disclosing Party and to the extent permitted by Florida law, including but not limited to Fla. Stat. Chapter 119, the receiving Party will promptly return the disclosing Party's Confidential Information or, at the disclosing Party's request, promptly destroy the Confidential Information and provide the disclosing Party with written confirmation of its destruction. "**Destroy**" as used in this Section 8, Section 9 (*Customer Data*) and Section 11 (*Termination*) means destruction of physical copies and erasing and/or overwriting data contained on electronic media using then current reasonable industry practices and procedures. The obligation to return or Destroy material will not include extracts, summaries, and records kept in the normal course of business if it is either physically impractical or commercially unreasonable to Destroy or return the material or Confidential Information reasonably required to document the performance of the Services or where retention is required by bona fide internal policy or by law or regulation.
- f. The receiving Party will not have any non-disclosure obligation or liability with respect to the disclosing Party's Confidential Information that must be disclosed pursuant to a court order or as required by a governmental or administrative authority or authorized regulatory agency or as otherwise required by Florida law pursuant to Chapter 119, Fla. Stat.; provided that, if the receiving Party is ordered to disclose or retain the disclosing Party's Confidential Information, it will (if permitted by applicable law and/or regulation) promptly notify the disclosing Party in writing and in advance of the disclosure.

- g. The receiving Party may disclose the disclosing Party's Confidential Information to its Affiliates, Subcontractors, professional advisors, and other third parties who assist the receiving Party in tracking and fulfilling its obligations; provided that such disclosure relates only to the performance or receipt of the Services. Permitted disclosures of the disclosing Party's Confidential Information to third parties (other than pursuant to a court or regulatory order) is subject to the disclosing Party having contractual obligations in place with such third parties restricting further disclosure that are generally no less restrictive than those in this Section 8.

## 9 CUSTOMER DATA

- a. DXC will enter, store and/or process Customer Data solely as is necessary to enable DXC to provide the Services to Customer.
- b. Customer is solely responsible for ensuring that the content of Customer Data including its storage or use on DXC's System does not breach any law or regulation. For the duration of each applicable Transaction Term, at Customer's own cost and expense, Customer will obtain and maintain all government and third party consents and/or approvals (including without limitation from Customer's customers, suppliers, and employees) that are required in connection with DXC accessing, processing, storing, and/or otherwise using Customer Data.
- c. DXC will not be liable for the disclosure of Customer Data (other than Personal Data under Section 10 (*Personal Data Protection*)) if such disclosure occurs despite the exercise by DXC of the Data Standard of Care in performance of the Services.
- d. **Return or Destruction of Customer Data:** DXC's obligations to return and/or Destroy Customer Data are as follows:
  - i. **Customer Data that is stored by DXC and that is not normally accessible by Customer without DXC's assistance:** If Customer send DXC a written request during the applicable Transaction Term, DXC will (for the applicable Charges, if any, specified in the Transaction Document) either make Customer Data accessible to Customer; promptly return Customer Data to Customer; or, at Customer's option, promptly Destroy Customer Data. DXC will provide Customer with written confirmation of its destruction; and
  - ii. **Customer Data that is stored by DXC and that is normally accessible by Customer without DXC's assistance:** Upon receiving customer's request to destroy Customer Data, DXC will provide Customer with Customer Data as a database export before DXC Destroys Customer Data (on payment of the applicable Charges, if any, specified in the Transaction Document), which DXC will do promptly after receiving Customer written request. DXC will provide Customer with written confirmation of its destruction.
- e. DXC's obligations to return or Destroy Customer Data will not include extracts, summaries, and records kept in the normal course of DXC's business and which it is either physically impractical or commercially unreasonable to Destroy or return nor will it include Customer Data contained in the Framework Agreement, the Transaction Documents, or in other records reasonably required to document the performance of the Services.
- f. **Disclosing Customer Data:** DXC may disclose Customer Data without being in breach of the provisions of this Section 9:



- i. if DXC must disclose Customer Data under a court order or as required by any governmental or administrative authority or authorized regulatory agency;
- ii. to DXC's Affiliates, Subcontractors, professional advisors, and other approved third parties (approved by Customer) who assist DXC in the tracking and fulfillment of DXC's obligations;
- iii. provided, that these disclosures are made only to enable DXC to perform the Services and provided that (other than disclosure under a court or regulatory order) those third parties are contractually required to protect Customer Data under terms that are generally no less restrictive than those in this Section 9.

Customer represents and warrants that:

- i. DXC's performance of the Services does not and will not conflict with any of Customer's obligations to any other party; and
  - ii. Customer has taken and Customer will continue to take all necessary actions required for Customer to legally disclose to DXC all personally identifiable or equivalent data contained within Customer Data.
- g. Unless Customer is permitted to disclose Customer Data to DXC under law or regulation, Customer will not grant DXC the ability to access, process, store, and/or otherwise interact with Customer Data and will not disclose Customer Data to DXC.
- h. Intentionally omitted.

## 10 PERSONAL DATA PROTECTION

- a. Defined terms used in this Section 10 not defined in the Framework Agreement shall have the meaning as defined in the applicable Privacy Laws.
- b. The Parties will comply with applicable Privacy Laws.
- c. To the extent DXC is acting as a Data Processor and Customer is acting as a Data Controller, this Section 10 sets out the terms and conditions for the Processing of Personal Data by DXC on behalf of Customer under the Framework Agreement for the purpose of providing the Services. The details of the respective Personal Data Processing carried out by DXC are set out in the relevant Transaction Documents.
- d. In its role as Data Processor, and only to the extent required by the applicable Privacy Laws, DXC shall:
  - i. Process Personal Data in accordance with Customer's written instructions. At the time of signing a Transaction Document, the written instructions given by Customer to DXC are included in the relevant Transaction Document. Any amendments to this Section 10 shall be carried out in accordance with the change control process set out in Section 7 (*Changes*).
  - ii. maintain appropriate technical and organizational security measures to protect Personal Data Processed by DXC on Customer's behalf against unauthorized or unlawful Processing of such Personal Data, and against accidental loss or destruction of, or damage to, that Personal Data;
  - iii. have its employees use the Personal Data solely for the purposes of providing the Services and respect and maintain the confidentiality and security of the Personal Data;

- iv. not disclose the Personal Data to any other legal or natural person except where there is a legal or regulatory obligation to do so, or DXC is otherwise authorized or required to do so in the Framework Agreement or in a Transaction Document;
- v. assist Customer with obligations to respond to requests relating to the exercise of Data Subject rights or from a supervisory authority and shall carry out data protection impact assessments as required by applicable Privacy Laws;
- vi. notify Customer promptly after becoming aware of any Personal Data breach that results in the accidental, unauthorized or unlawful destruction, loss, alteration or unauthorized disclosure of or access to the Personal Data;
- vii. keep records of Processing in accordance with applicable Privacy Laws and as necessary to demonstrate compliance and, upon Customer's request make available such records in reasonable time;
- viii. allow audits by Customer related to the Services to demonstrate DXC's compliance with obligations set out in this Section 10 and the Privacy Laws. Unless otherwise agreed between the Parties, audits shall be conducted:
  - A. subject to prior written notice of at least thirty (30) days,
  - B. during DXC's business hours, and
  - C. at intervals not shorter than 12 months.

Audits conducted on DXC's premises or those of DXC Affiliates or Sub-Processors shall be carried out without any avoidable disruptions of business operations. If DXC provides proof of an appropriate implementation of the applicable Privacy Laws as provided for in Section 10(d) such audits shall be limited to random sampling only.

The audit report shall at all times be deemed DXC's Confidential Information; and

- e. upon termination of the Framework Agreement or a Transaction Document and at the choice of Customer Destroy or return all Personal Data to Customer, unless DXC is subject to a legal obligation requiring retention of the Personal Data.
- f. As a Data Controller, Customer confirms that it has obtained all necessary consents and authorizations for the lawful Processing of Personal Data by DXC and DXC Affiliate, before passing Personal Data to DXC. Customer hereby authorizes DXC and DXC Affiliate to collect, use, store and transfer the Personal Data that Customer provides to DXC for the purpose of performing DXC's obligations under the Framework Agreement.

## 11 TERMINATION

- a. **Termination of the Framework Agreement for Convenience:** Either Party may terminate the Framework Agreement for convenience at any time by giving at least 90 days' written notice to the other Party, provided that all applicable Transaction Documents have expired or have been terminated.
- b. **Termination of a Transaction Document by Customer for Convenience:** Customer may terminate a Transaction Document for convenience at any time provided that Customer gives DXC at least 30 days' written notice (unless a longer period is specified in the applicable Transaction Document) and that Customer satisfies any minimum obligations and other requirements specified in that Transaction Document.

- c. **Termination of the Framework Agreement and/or a Transaction Document for Cause:** If either Party fails to perform any of its material obligations under the Framework Agreement or a Transaction Document and that failure to perform is not cured (including through a reasonable workaround) within 30 days after a reasonably detailed written notice of default is received by the defaulting Party, the non-defaulting Party may terminate the affected Transaction Document (or the Framework Agreement in the case of a breach that affects more than one Transaction Document) by written notice to the defaulting Party. The termination of the applicable Transaction Document and/or Framework Agreement will be effective from the end date specified in that termination notice which shall not be less than 30 days after the termination notice is received.
- d. **Effects of Termination.** Before or on the date of termination, Customer will pay DXC all Charges due under all terminated Transaction Documents, together with all expenses DXC has incurred; applicable taxes and any termination fees that are due as specified in each terminated Transaction Document up to the effective termination date. Subject to Section 9(d) (Customer Data), DXC will Destroy or return to Customer, and Customer will return to DXC all materials and Confidential Information supplied in connection with the terminated Transaction Document and the licenses under Section 16 (*Licenses and Usage Restrictions*) shall terminate.
- e. **Termination of the Framework Agreement and/or a Transaction Document for Lack of Appropriation of funds:** The Customer's payment and performance obligations under this Agreement for each and every fiscal period beyond the fiscal period when the Agreement is executed shall be subject to discretionary annual appropriation by the Customer's City Commission for funds. When funds are not appropriated or otherwise made available to support the continuation of payment and performance in a subsequent fiscal period, the Agreement shall be deemed terminated on the last day of the fiscal period for which appropriations were made, without further cost, penalty or obligation to the Customer.

## 12

**LIMITATIONS AND EXCLUSIONS OF LIABILITY**

- a. **Limitation of liability:** THE LIABILITY OF EACH PARTY FOR LOSS OR DAMAGE FOR ALL EVENTS, ACTS, OR OMISSIONS (WHETHER BASED ON ONE OR MORE ACTIONS OR CLAIMS IN CONTRACT, EQUITY, WARRANTY, STRICT LIABILITY, NEGLIGENCE OR OTHER TORT, OR OTHERWISE) (A) ARISING UNDER AND IN RELATION TO A TRANSACTION DOCUMENT WILL BE LIMITED TO THE GREATER OF: (I) THE TOTAL AGGREGATE PAYMENTS MADE BY CUSTOMER TO DXC UNDER THE TRANSACTION DOCUMENT TO WHICH THE LOSS OR DAMAGE MOST CLOSELY RELATES DURING THE TWELVE (12) MONTHS BEFORE THE DATE OF THE LAST EVENT WHICH THE PARTY ALLEGES GAVE RISE TO LIABILITY, OR (II) \$10,000 (TEN THOUSAND US DOLLARS); AND (B) ARISING UNDER AND IN RELATION TO THIS AGREEMENT AND NOT ASSOCIATED WITH A TRANSACTION DOCUMENT WILL BE LIMITED TO \$10,000 (TEN THOUSAND US DOLLARS).
- b. **Exclusion of consequential and indirect damages:** IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN RELATION TO THE FRAMEWORK AGREEMENT OR UNDER A TRANSACTION DOCUMENT FOR, NOR WILL THE MEASURE OF DAMAGES IN SECTION 12(a) INCLUDE, ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES OR AMOUNTS FOR LOSS OF INCOME; GOODWILL; REPUTATION; PROFITS OR SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- c. SUBJECT TO SECTION 12, THE LIMITATIONS AND EXCLUSIONS IN SECTIONS 12(a) AND 12(b) WILL NOT APPLY TO CLAIMS BASED UPON: A PARTY'S WILLFUL MISCONDUCT, OR FRAUD (TO INCLUDE FRAUDULENT MISREPRESENTATION); AMOUNTS OWED FOR CHARGES OR IN ANY TRANSACTION DOCUMENT; BREACHES BASED ON 21 (NON-SOLICITATION); LIABILITY ARISING FROM DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE; AND ANY OTHER LIABILITY TO THE EXTENT THAT IT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.
- d. IF A PARTY BREACHES ANY OBLIGATIONS REGARDING DATA (OR OTHER INFORMATION) THAT ARE BOTH PERSONAL DATA AND CONFIDENTIAL INFORMATION, THEN SUCH BREACH SHALL BE DEEMED TO BE A BREACH OF THAT PARTY'S OBLIGATIONS IN RELATION TO PERSONAL DATA AND THE LIMITATIONS IN SECTIONS 12(a) AND 12(b) WILL APPLY.
- e. THE LIMITATIONS IN SECTION 12(a) WILL NOT APPLY TO CLAIMS BASED UPON A BREACH OF SECTION 8 (CONFIDENTIAL INFORMATION).
- f. MONETARY DAMAGES SPECIFIED IN THIS SECTION 12 ARE THE SOLE AND EXCLUSIVE REMEDY WHERE NO OTHER REMEDY IS PROVIDED AND ARE THE SOLE AND EXCLUSIVE ALTERNATIVE REMEDY IN THE EVENT ANOTHER REMEDY IS PROVIDED IN THE FRAMEWORK AGREEMENT OR A TRANSACTION DOCUMENT AND SUCH OTHER REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE.
- g. The risk of loss or damage to tangible property owned, licensed, or leased by either Party will be with the Party who has custody of such property at the time of loss or damage.
- h. Each Party that suffers losses shall use commercially reasonable efforts to mitigate such loss (even if the potential claim for the loss is indemnified).

## 13 WARRANTIES

- a. Each Party warrants to the other Party that, as of the Framework Effective Date and as of each Transaction Effective Date:
  - i. the transactions contemplated under the Framework Agreement and each Transaction Document do not conflict with any provision of its certificate of incorporation, corporate charter, articles of organization, or similar documents; and
  - ii. it has full corporate power and authority to enter into the Framework Agreement and each Transaction Document and to carry out the transactions contemplated under them.

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- b. EXCEPT AS SPECIFIED IN THE FRAMEWORK AGREEMENT OR AN APPLICABLE TRANSACTION DOCUMENT, OR AS REQUIRED BY LAW, NEITHER PARTY GIVES ANY OTHER WARRANTIES AND EACH EXPLICITLY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS OR GUARANTEES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE RELATING IN ANY WAY TO THE FRAMEWORK AGREEMENT AND/OR ANY TRANSACTION DOCUMENT, INCLUDING ANY IMPLIED WARRANTIES OF SATISFACTORY PERFORMANCE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, **NON** INFRINGEMENT, OR OTHERWISE ARISING FROM THE COURSE OF PERFORMANCE OR USAGE OF TRADE. DXC DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE NOR DO DXC WARRANTS UNINTERRUPTED OR ERROR FREE OPERATION OR PERFORMANCE OF ANY OF DXC'S PROPRIETARY SOFTWARE, OPEN SOURCE MATERIALS AND/OR THIRD PARTY SOFTWARE OR HARDWARE.

## 14 INTELLECTUAL PROPERTY INDEMNITIES

- a. DXC will indemnify Customer and will defend Customer and its Associates from and against all claims, suits, demands, and actions brought against Customer and/or its Associates by an unaffiliated third party that DXC's provision of the Services directly infringes:
  - i. a United States of America patent issued as of the Framework Effective Date or the Transaction Effective Date; or
  - ii. any copyright or trade secret right.
- b. Customer will give DXC written notice of any indemnified claim within thirty (30) days of Customer becoming aware of the claim. Customer has no authority to settle any claim on DXC's behalf.
- c. If an unaffiliated third party claims that DXC's provision of the Services infringes (as outlined above) a United States of America patent issued as of the Framework Effective Date or the Transaction Effective Date, or any copyright or trade secret right, DXC will use reasonable efforts at **DXC's** option to:
  - i. obtain necessary licenses;
  - ii. make replacements or modifications as are necessary to continue the development, use, or distribution of the Services without infringement; and/or
  - iii. provide Customer with functionally equivalent substitute Services.

If none of those options are commercially reasonable, DXC's obligation to provide the affected Services will be terminated and the Charges will be equitably adjusted to reflect termination of that Service. The termination of the Services and the adjustment of the Charges will be in full satisfaction of DXC's obligations under this Section 14.
- d. DXC will have no obligation under Sections 14(a) and/or 14(c) to the extent any claim of infringement results from:
  - i. the use of any Services in combination with any of Customer's or Customer's Associate's products or services or any third-party product or service unless the applicable Transaction Document specifies that the Services were designed or intended for use in combination with that third party product or service if the infringement would not have occurred but for such combination;

- ii. the use of or the incorporation into the Services of any specification, technique, or design furnished to DXC by Customer or Customer's Associates, if the infringement would not have occurred but for such incorporation or use;
  - iii. any claim based on Customer's or Customer's Associate's use of any Services after DXC has told Customer of modifications or changes in the Services that are required to avoid those claims and for which DXC has offered to implement those modifications or changes, if the claim would have been avoided by implementation of DXC's suggestions;
  - iv. use of the Services other than as permitted under the Framework Agreement or applicable Transaction Document, if the infringement would not have occurred except for that unauthorized use;
  - v. use of a Commercial Off-The-Shelf Product;
  - vi. use of Open Source Software; or
  - vii. compliance by DXC with specifications or instructions that Customer supplied to DXC.
- e. DXC will not be liable for enhanced or punitive damages which could have been avoided or reduced by actions within Customer's control.

## 15 INDEMNIFICATION PROCEDURES

- a. If DXC assumes control of the defense of a claim, DXC will be entitled to have sole control over the defense and settlement of the claim; provided that:
  - i. Customer will be entitled to observe the defense of the claim and to employ legal counsel at Customer's own expense to do so;
  - ii. Customer will reasonably cooperate with DXC in DXC's defense and settlement actions (at DXC's expense where more than minimal effort is required);
  - iii. after DXC has assumed control of the defense of the claim, DXC will not be liable to Customer for any legal expenses incurred by Customer in connection with the defense of that claim; and
  - iv. DXC will not be required to indemnify Customer for any amount paid or payable by Customer in the settlement of any claim for which DXC has assumed control if Customer agreed to the settlement and/or a settlement amount without DXC's consent.
- b. THE PROVISIONS OF SECTION 14 (*INTELLECTUAL PROPERTY INDEMNITIES*) AND THIS SECTION 15 STATE DXC'S ENTIRE LIABILITY AND OBLIGATIONS AND CUSTOMER'S AND CUSTOMER'S ASSOCIATES' EXCLUSIVE REMEDY WITH RESPECT TO ANY VIOLATION OR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, INCLUDING BUT NOT LIMITED TO PATENTS, TRADE SECRETS AND COPYRIGHTS, CAUSED BY ALL OF OR ANY PART OF THE SERVICES.

## 16 LICENSES AND USAGE RESTRICTIONS

- a. DXC (and/or DXC's licensors and lessors where applicable) retain ownership of all rights, title and interest to the System. Customer will not sell, license, rent, sublicense, or transfer the System, any permitted usage of the System, or the Services to any third party. This is not intended to restrict Customer's ability to obtain components of the System otherwise generally available in the commercial marketplace from third parties in the normal course of Customer's business.
- b. DXC grants Customer a personal, non-transferable, non-exclusive, limited license to use the System (to include without limitation its software in object code form unless specified otherwise in a Transaction Document) solely for the purpose of receiving the Services during the applicable Transaction Term.
- c. If Customer requires any associated deliverable, and as may be specified in more detail in the applicable Transaction Document in order to receive and use the Services, DXC hereby grants to Customer a personal, non-exclusive, non-transferable limited right during the Transaction Term to use DXC's IP Material.
- d. Customer grants to DXC and DXC's Affiliate a personal, non-transferable, non exclusive limited right-to-use, copy, and modify Customer's IP Material (and, as necessary, the IP Material of Customer's Affiliates) during the Transaction Term for the sole purpose of DXC's performance of the Services.
- e. Customer will restrict use of the Services and access to the System as specified in the applicable Transaction Document.
- f. Unless Customer receives DXC's prior written permission or as otherwise permitted by Florida law, Customer will not:
  - i. disclose to third parties any portion of the System;
  - ii. copy or duplicate the System;
  - iii. reverse engineer, decompile or disassemble the System; or
  - iv. modify or make Derivatives of the System.
- g. DXC reserves all rights in and to the System to the extent not expressly given to Customer in the Framework Agreement or a Transaction Document.
- h. Customer hereby assigns to DXC all of its and its Associates' rights, title and interest (including, without limitation, all patent rights, design rights, copyrights and trade secrets) in and to any Derivatives, modifications and improvements to the System which Customer and/or Customer's Associates propose, make, or have made on Customer's behalf during the Transaction Term (including, without limitation, evaluations, error reports, and suggestions as to modifications or improvements) which DXC proposes or make and/or which Customer (and/or Customer's Associates) and DXC may jointly make during the Transaction Term.
- i. If any additional license terms are specified in a Transaction Document, Customer will also be subject to those terms.
- j. No license rights are granted to either Party except those set out in this Section 16 and any applicable Transaction Document.

## 17 INTELLECTUAL PROPERTY RIGHTS

- a. Neither Party is restricted from the use of any general ideas, concepts, know-how, methodologies, processes, technologies, algorithms or techniques relating to the services retained in the unaided mental impressions of such Party's personnel which either Party, individually or jointly, develops or discloses under a Transaction Document; provided that neither Party breaches its obligations under Section 8 (Confidential Information) or infringes the intellectual property rights of the other Party or third parties who have licensed or provided materials to the other Party.
- b. Customer Pre-existing IP will remain owned by Customer. All rights, title, and interest in all Derivatives of Customer Pre-existing IP created singly or jointly by DXC or by Customer (and/or by Customer's Associates) in the course of the Services will be owned by Customer and will form part of Customer IP Material. DXC shall transfer to Customer all DXC's rights, title and interest to those Derivatives of Customer Pre-existing IP.
- c. DXC's Pre-existing IP will remain owned by DXC. All rights, title, and interest in all Derivatives of DXC's Pre-existing IP created singly or jointly by DXC or by Customer (and/or by Customer's Associates) in the course of the Services will be owned by DXC and will form part of DXC's IP Material. Customer shall transfer to DXC all rights, title and interest to those Derivatives of DXC's Pre-existing IP.
- d. Third Party Pre-existing IP will remain owned by the applicable third parties. All rights, title, and interest in all Derivatives of Third Party Pre-existing IP created singly or jointly by DXC or by Customer and/or by Customer's Associates in the course of the Services will be owned as provided for in the applicable third party licenses for the original third party IP Material or as otherwise specified by the owner. As between Customer and DXC, DXC will have exclusive ownership of Derivatives of third party IP Materials that DXC uses to provide the Services unless Customer's ownership rights are otherwise specified in the applicable third party license. Customer shall transfer to DXC all rights, title and interest to those Derivatives of Third Party Pre-existing IP as Customer and Customer's Associates may have.
- e. Newly Developed IP, as between Customer and DXC, DXC will own all rights, title and interest and Customer shall transfer to DXC all rights, title and interest to the Newly Developed IP as Customer and Customer's Associates may have, unless it is Exclusive Developed IP.
- f. Exclusive Developed IP will form part of Customer IP Material.

## 18 DISPUTES

- a. Before initiating formal dispute resolution, representatives nominated by each Party will meet within fifteen (15) business days following receipt of a written request from either of them for a meeting. If a dispute is not resolved by the representatives as a result of the initial dispute resolution meeting(s), then either Party may request in writing a meeting of more senior executives. Appropriately senior executives of the Parties will meet within fifteen (15) business days following receipt of the request. If the dispute is not resolved as a result of the senior executive dispute resolution meeting(s), either Party may commence formal dispute resolution under Section 18(b).



- b. If a dispute has not been settled under Section 18(a), either Party may formally pursue any and all remedies it may have available at law or in equity. The Parties may, in their sole discretion, agree to mediation, or any other dispute resolution process regarding a dispute. In the absence of agreement on an alternative process, the dispute may be resolved in a court of competent jurisdiction. TO THE EXTENT HEARD AND TRIED BY A COURT AND TO THE EXTENT NOT PROHIBITED BY LAW, ALL ACTIONS BETWEEN THE PARTIES WILL BE HEARD AND TRIED BY THE COURT SITTING WITHOUT A JURY AND THE PARTIES IRREVOCABLY WAIVE ANY RIGHTS TO A JURY TRIAL.

## 19 CHOICE OF LAWS AND COMPLIANCE

- a. The Framework Agreement and all Transaction Documents (including without limitation matters regarding the enforceability, scope, and tort claims related to them) will be construed in accordance with, and governed by the laws of the State of Florida excluding its conflicts of law provisions.
- b. As regards, respectively, the delivery or the use of the Services, each Party will comply with laws and regulations to the extent applicable to it as practiced in its respective industry.
- c. The Parties are responsible for compliance with applicable local, state, provincial, national and international laws and regulations governing Customer Data and/or Customer's business, including without limitation applicable export laws. Customer will not knowingly use the Services in a way that violates applicable laws and regulations.
- d. The Parties will implement any changes to the Services that are required as a result of identified changes to applicable laws and/or regulations as a Change under Section 7 (*Changes*).

## 20 FORCE MAJEURE

- a. Neither Party will be in default to the extent that the performance of an obligation is prevented or delayed by any cause which is beyond that Party's reasonable control.
- b. DXC is not responsible for:
  - i. any acts or omissions to the extent that they result from compliance by DXC with Customer's written directions or requests; nor for
  - ii. any work performed by any third party working for Customer or on Customer's behalf.

## 21 NON-SOLICITATION

Each Party has invested time and expense in recruiting, hiring, training and retaining its employees and contractors. Neither Party will, therefore, offer employment to, or solicit the employment of, any employee or Subcontractor of the other Party with whom the first Party came into contact through the provision or receipt of the Services during the period that the Services are provided and for six months afterwards. This restriction will not apply to offers that are in response to advertising in the general media. The restriction regarding

Subcontractors applies to individuals employed or engaged by a Subcontractor and not to the companies employing the Subcontractors.

## 22 INTERPRETATION

- a. The Transaction Documents and the Framework Agreement to the greatest extent reasonably possible will be interpreted to be consistent with each other (including this Framework Agreement) so that all of the provisions are given their full effect.
- b. In the event of a conflict or ambiguity between or among this Framework Agreement and/or Transaction Documents, the order of precedence will be in descending order as follows:
  - i. the Transaction Documents, and
  - ii. the general terms and conditions of this Framework Agreement.
- c. The titles of the Sections will be read as references only and will not be read as affecting, contradicting, negating, or explaining the meaning or interpretation of this Framework Agreement or the Transaction Documents.

## 23 GENERAL

- a. **Independent Contractors:** The Parties are independent contractors. Neither the Framework Agreement nor any Transaction Documents create or imply a joint venture, partnership, or agency relationship between the Parties.
- b. **Exclusive Benefit:** The Framework Agreement and the Transaction Documents are for the exclusive benefit of the Parties.

No third party will be entitled to assert third party beneficiary status or otherwise make a claim under the Framework Agreement and/or Transaction Documents.
- c. **Subcontractors:** Unless otherwise specified in an applicable Transaction Document, DXC may use third party Subcontractors and/or DXC's Affiliates in the performance of the Services. DXC will be responsible for the compliant performance of those Subcontractors and Affiliates under the Framework Agreement and applicable Transaction Documents.
- d. **Assignment:** Neither Party will assign nor in any manner transfer its interest or any part of its interest in the Framework Agreement and/or Transaction Documents without obtaining the prior written consent of the other Party, said consent not to be unreasonably withheld.
- e. **Enforceability:** If any of the provisions of the Framework Agreement and/or a Transaction Document are declared or held invalid, illegal or unenforceable by a court of competent jurisdiction, the unaffected portions of the Framework Agreement and/or Transaction Document will be unimpaired and remain in full force and effect. As a substitute for such invalid, illegal or unenforceable provisions the Parties will negotiate in good faith a mutually acceptable provision consistent with the original intent of the Parties.
- f. **No Waiver:** Each Party will continue to have the right to require the other Party to perform each provision of the Framework Agreement and/or Transaction Documents even if it has previously not enforced each provision.

- g. **Notices:** Notices to enforce or exercise specific rights will be deemed effective if in writing and personally delivered, sent by registered or certified mail, or sent by an independent delivery service (using signed delivery receipts) to the recipients at the addresses specified below. Notices in respect of day-to-day operations, however, may be exchanged between the Parties using any reasonable manner (including without limitation email). Notices that are specific to a particular Transaction Document will be sent to the address specified in the applicable Transaction Document in addition to the address specified below:

**To DXC:**

Computer Sciences Corporation  
c/o DXC Technology Company  
1775 Tysons Boulevard  
Tysons, VA 22102  
Attention: Legal Department

**To Customer:**

City of Fort Lauderdale  
1 East Broward Boulevard, Suite 1605  
Fort Lauderdale, FL 33301  
Attention: City Attorney's Office

- h. **Survival:** The terms of any Section which by its nature should survive to give adequate meaning and effect to the provisions of the Framework Agreement and/or Transaction Documents will survive the termination or expiration of the entire or any part of a Framework Agreement and/or Transaction Documents.
- i. **Announcements:** Neither Party, its personnel or Subcontractors will make any public announcement or engage in communication with the general public or in public forums (including but not limited to Twitter, Facebook, Linked-In, Slogging, Buzz (gmail) or other social media) concerning the existence or substance of the Framework Agreement or Transaction Documents or about the other Party's business practices, services, or support activities before obtaining the written consent of the other Party. This restriction will not apply, however, to any announcement or written statement required to be made by law or the regulations of any national, provincial or state governmental agency.
- j. **Entire Agreement:** The Framework Agreement and Transaction Documents contain the entire agreement between the Parties and supersede any previous understanding, commitment or agreement, oral or written, with respect to the Services. No alteration of or amendment to the Framework Agreement and/or Transaction Documents will be effective unless in writing and signed by the Parties. Nothing in this Section 23J) will or will be deemed to limit or exclude liability for fraud or fraudulent misrepresentation.

## 24 CANCELLATION FOR UNAPPROPRIATED FUNDS

The City reserves the right, in its best interests as determined by the City, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

## 25 SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), as may be amended or revised, and that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2023), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2023), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2023), as may be amended or revised.

## 26 NON-DISCRIMINATION

The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

- a. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2023), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
- b. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
- c. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
- d. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
- e. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

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**E-VERIFY**

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2023), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2023), as may be amended or revised, shall terminate the contract with the person or entity.
3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2023), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(5), Florida Statutes (2023), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.
4. A contract terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2023), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(5)(c), Florida Statutes (2023), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.
5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, to include all of the requirements of this Section in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2023), as may be amended or revised.

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**PUBLIC RECORDS**

**IF DXC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2023), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 1 EAST BROWARD BLVD., SUITE 444, FORT LAUDERDALE, FLORIDA 33301. PHONE: 954-828-5002, EMAIL: [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV)**

Contractor shall comply with public records laws, and Contractor shall:

- a. Keep and maintain public records required by the City to perform the service.
- b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2023), as may be amended or revised, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
- d. Upon completion of the Agreement, transfer at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

## 29

### DEFINITIONS

The following words and phrases have the following meanings:

- "Affiliate" of a company means any other company that is under the company's Control or under common Control with that company, at any time during the Framework Agreement Term. For the purposes of this Agreement, Affiliate means Computer Sciences Corporation ("CSC").
- ""Associates" of a Party means the Party's, officers, directors, employees, agents, successors, and assigns.
- "Charges" is defined in Section 4(a) (*Charges, Payment and Taxes*).
- "Commercial Off-The-Shelf Product" means a software or hardware product that is commercially available in the general marketplace and not materially modified by DXC.
- "Confidential Information" is defined in Section 8(a). (*Confidential Information*), and as limited by Florida law.
- "Control" means the ownership of more than 50% of the issued share capital or the legal power to direct or cause the direction of the general management and policies of the entity (with the equivalent meaning for "Controlling")
- "Customer Data" means Customer data that is stored in and/or processed by DXC's System, including Personal Data.
- "Customer Pre-existing IP" means IP Material that was owned by Customer before (as applicable) the Framework Effective Date or a Transaction Effective Date.
- "Customer Service Locations" means locations owned, leased or controlled by Customer at which Customer receive or use the Services.

- "Data Controller" means a person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any Personal Data are, or are to be, Processed.
- "Data Processor" means a person (other than an employee of the Data Controller) who Processes the Personal Data on behalf of the Data Controller.
- "Data Standard of Care" means the standards applied by DXC to maintain Customer Data in confidence and use Customer Data only for the purpose of performing and enforcing the Framework Agreement and/or a Transaction Document. Keeping Customer Data in confidence means that DXC will not intentionally disclose Customer Data other than in support of DXC's performance and enforcement of the Framework Agreement and/or a Transaction Document and that DXC will protect Customer Data by providing the security services specified in the applicable Transaction Document and using DXC's then-standard and applicable policies and practices for protection of customer data to the extent that Customer Data is within DXC's control based on the Services (which will be reasonable within the IT industry). A different and/or heightened Data Standard of Care may apply to an individual Service if specified in a Transaction Document.
- "Derivative" means a work based upon, recast, transformed, or adapted from one or more pre-existing works, such as a translation, transformation, reproduction, abridgment or condensation (e.g., a work containing any portion of a pre-existing work is a Derivative). The term "work" as used in this definition means a work of authorship (including without limitation a software program), fixed in any tangible medium of expression, now known or later developed, from which it can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device, but does not include any underlying idea, procedure, process, system, method of operation, concept, principle, or discovery, regardless of the form in which it is embodied in such work.
- "DXC's Pre-existing IP" means IP Material that was owned by DXC before the Transaction Effective Date.
- "DXC's Service Locations" means locations owned, leased or controlled by DXC from which DXC provides the Services.
- "End User" means Customer employees, Affiliates or Subcontractors authorized by Customer to use the System and/or the Services.
- "Exclusive Developed IP" means IP Material developed as part of the Services that is specified in the applicable Transaction Document as being exclusively for Customer and intended to be owned by Customer.
- "Expatriate Taxes" are taxes paid or payable by DXC or DXC's Personnel in the country in which the Services are delivered that are calculated based on social contributions, income, or the receipt of accommodation, per diem, or other such living expenses.
- "Framework Agreement" means a single contract consisting of a Signature Page, these standard terms and conditions, and the Transaction Documents.
- "Framework Effective Date" means the date specified on the signature page of the Framework Agreement.
- "IP Material" means material protected by intellectual property rights.

- "Newly Developed IP" means IP Material (including in business processes and methodologies) that DXC develops that is not a Derivative of DXC's Pre-existing IP Material; Customer Pre-existing IP Material or a Third Party's Pre-existing IP Material.
- "Open Source Software" means any software, library, utility, tool, or other computer or program code (collectively, "Code") that is licensed or distributed as "freeware", "open source" (or similar terminology) under terms and conditions that impose a requirement that the Code be made available and/or distributed in source code form (and may also impose other potential license restrictions and requirements). Open Source Software includes, without limitation, Code licensed or distributed under any of the following licenses or distribution models: the GNU General Public License (GPL), GNU Library General Public License (LGPL), BSD licenses and the Apache License.
- "Personal Data" means data which relates to a living individual who is identified or can be identified: (a) from that data; or (b) from that data and other information which is in the possession of, or is likely to come into the possession of, the Data Controller. Personal Data includes any expression of opinion about the individual and any indication of the intentions of the Data Controller or any other person in respect of the individual.
- "Privacy Law" means all laws relating to protection of Personal Data that are applicable in the Selected Location, including without limitation, the laws implementing EU Directive 95/46/EC EU and Directive 2002/58/EC (the "GDPR") and any amendments thereto. For the sake of clarity, the GDPR shall be applied as of May 25, 2018.
- "Process" means obtaining, recording or holding the Personal Data or carrying out any operation or set of operations whether or not by automatic means on the Personal Data, including: (a) organization, adaptation or alteration of the Personal Data; (b) retrieval, consultation or use of the Personal Data; (c) disclosure of the Personal Data by transmission, dissemination or otherwise making available; or (d) alignment, combination, blocking, erasure or destruction of the Personal Data.
- "Subcontractors" whether capitalized or not, includes without limitation the respective Party's vendors, contractors, partners, alliance partners, joint ventures, and entities with which that Party has entered into an alliance or similar type of agreement.
- "System" means DXC's software, hardware, documentation; methodologies; processes and procedures; design and all associated intellectual property rights (including, without limitation, patents, copyrights, and trade secrets).
- "Third Party Pre-existing IP" means IP Material that was owned by third parties before (as applicable) the Framework Effective Date and/or the Transaction Effective Date
- "Transaction Term" means the period of time prescribed in each Transaction Document commencing on the applicable Transaction Effective Date during which DXC will provide the applicable Services to Customer.



IN WITNESS WHEREOF, the City and the Contractor execute this Agreement as follows:

CITY OF FORT LAUDERDALE

By: \_\_\_\_\_

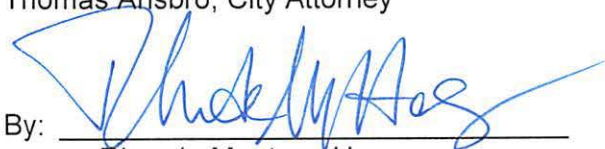
  
for Greg Chavarria  
City Manager

Date: \_\_\_\_\_



Approved as to form and correctness:  
Thomas Ansbro, City Attorney

By: \_\_\_\_\_

  
Rhonda Montoya Hasan  
Assistant City Attorney

WITNESSES:

COMPUTER SCIENCES CORPORATION,  
A DXC TECHNOLOGY COMPANY

By: Fred Vogt  
Fred Vogt, Account Manager

Signature

Print Name

Signature

Print Name

Trevor Poszywak

(CORPORATE SEAL)

STATE OF Michigan:

COUNTY OF Livingston:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18 day of Dec, 2023, by Fred Vogt, Account Manager for COMPUTER SCIENCES CORPORATION, A DXC TECHNOLOGY COMPANY, a Nevada corporation authorized to transact business in the State of Florida.

Robert Peters  
(Signature of Notary Public – State of Mi)

Robert Peters  
Print, Type or Stamp Commissioned Name  
of Notary Public)

Personally Known \_\_\_\_ OR Produced Identification ☒

Type of Identification Produced license

ROBERT PETERS  
Notary Public, State of Michigan  
County of Washtenaw  
My Commission Expires 02-26-2026  
Acting in the County of Livingston