

## HCL NOW MASTER LICENSE AGREEMENT ADDENDUM

This HCL Now Master License Agreement Addendum (“**Addendum**”) is entered into by and between HCL Technologies Limited, a company duly organized and existing under the laws of India and having its registered offices at 806 Siddharth, 96 Nehru Place, New Delhi-110019 (“**HCL**”) and \_\_\_\_\_, a company duly organized and existing under the laws of \_\_\_\_\_, and having its principal place of business at \_\_\_\_\_ (“**Licensee**”).

### RECITALS

WHEREAS, the Parties have entered into that certain Master License Agreement, dated \_\_\_\_\_ (the “**Agreement**”); and

WHEREAS, in accordance with the Agreement and any applicable Order, HCL has licensed the use of certain software Programs to Licensee and provides related to support to Licensee for such software Programs; and

WHEREAS, the Parties are entering into this Addendum to for purposes of enabling HCL to provide Licensee use of HCL’s hosting and managed services offered as HCL Now Services for certain HCL Programs licensed pursuant to the terms of the Agreement and any applicable Order.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and premises hereinafter set forth, and for other good and valuable consideration, the nature and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby agree as follows:

#### 1. Definitions.

- a. “**HCL Programs**” means the Programs licensed from HCL by the Customer under an applicable license agreement (and subject to the terms of such license agreement) and Order that are hosted and managed on HCL Infrastructure or that are required to be installed on Licensee’s or its Authorized User’s computers or devices, from HCL Infrastructure, to enable the access to and use of the Service functionality, and the operation and performance described in the Documentation.
- b. “**HCL Content**” means all information and materials supplied by HCL, regardless of the system on which such materials reside, install or load, including HCL Programs, data, information, text, images, audio, video, designs and other content, and including all third-party materials and third-party components.
- c. “**HCL Infrastructure**” means the equipment, hardware, software (including, as applicable, operating systems, middleware, and ancillary applications), permits, registrations, telecommunications connections, and other infrastructure necessary to provide Online Services and maintain all backups of Online Services, including backups of Content.
- d. “**HCL Now Services**” is an information technology service provided by HCL to Licensee remotely, either directly or indirectly, via a remote connection, such as the Internet, or managed on HCLs subscribed third party hosting platforms or on HCL’s owned or controlled equipment, consisting of (i) HCL Infrastructure and Hosting Services, (ii) Managed Services and, where applicable, (iii) Professional Services and/or Packaged Services, and which may include processing or storing of Licensee’s and Authorized Users’ data by HCL.
- e. “**Hosting Services**” means HCL’s provision of the hosting environment and infrastructure as defined in the applicable Service Description on which the Programs identified in and licensed pursuant to the Agreement will run and which HCL will manage on behalf of Licensee.

- f. **“Licensee Content”** means any and all information, software, data, materials, works, expressions, documents, records, or other content, including text, images, audio, video, and designs, received by HCL from Licensee, Licensee’s Affiliates, Authorized Users, or third parties in HCL’s performance of the Hosting Services and/or Managed Services, including content that is uploaded, submitted, transferred, collected, or downloaded, pursuant to an Order or at the written request or instruction of Licensee. Licensee Content also includes any registered domain names provided by Licensee or registered on behalf of Licensee in connection with the Hosting Services and/or Managed Services. All output, copies, reproductions, improvements, modifications, adaptations, and derivative works based on, derived from, or otherwise using any Licensee Content are themselves also Licensee Content. Licensee Content includes all user data and personal information but does not include HCL Content.
- g. **“Managed Services”** means the ongoing management and support of: (i) the Programs and (ii) the hosting environment provided pursuant to the Hosting Services as described in the applicable Service Description.
- h. **“Service Description”** is a document that provides a description and other rights, restrictions, obligations, support and other information regarding a specific Cloud Service. Service Descriptions are available at: <https://www.hcltechsw.com/wps/portal/resources/license-agreements>. Service Descriptions may be updated by HCL from time to time, in its sole discretion. However, such updates to Service Descriptions will not result in a material reduction of the HCL Now Services during the applicable term.

## 2. Services

- 2.1 Licensee has licensed certain HCL Programs from HCL pursuant to the Agreement and the applicable Order, and Licensee hereby grants to HCL an exclusive, worldwide and royalty-free license to use the HCL Programs identified in Schedule 1 hereof and authorizes HCL to copy, install and modify, when necessary and as required by this Addendum, all third-party software and HCL Programs to be used in the provision of HCL Now Services. Notwithstanding the foregoing and during the Term of the Order, nothing herein shall preclude or prohibit the Licensee from splitting the use of its total number of entitlements between an on premise model or as hosted by HCL Now Services or other non-HCL hosted deployment models, provided that no such usage shall result in use in excess of the Licensed Capacity as set forth in Order. For clarity, each entitlement may only be used in one environment simultaneously (either on premise or hosted by HCL or another provider).
- 2.2 Licensee grants to HCL a non-exclusive, worldwide and royalty free license to copy, display, use, process, and transmit Licensee Content to Licensee solely for the benefit of Licensee or Authorized Users, and solely for the purposes of providing HCL Now Services, including, but not limited to, diagnosing issues with the Hosting Services and Managed Services.
- 2.3 Throughout the term set forth in the Order for HCL Now Services, Licensee shall maintain the required software entitlements. In addition, currency on Support shall be a prerequisite to use of the HCL Now Services.
- 2.4 Throughout the term set forth in the Order for HCL Now Services, HCL shall provide to Licensee and its Authorized Users the HCL Now Services set forth in the applicable Service Description. Upon the parties’ execution of an Order, HCL shall make the HCL Now Services ready and available for Licensee’s use immediately or in accordance with the implementation schedule set forth in an applicable Statement of Work (as that term is defined below), if any, including any applicable milestone date or dates.

- 2.5 Authorized Use. Throughout the term for HCL Now Services as set forth in the Order and subject to the terms set forth in Section 3 and 4 of the Agreement, (i) HCL grants to Licensee and its Authorized Users a non-exclusive, worldwide right to use HCL Now Services, use of which may include HCL's Infrastructure and HCL Content, and associated Documentation, according to the terms of the Order or the Agreement and Service Description, as applicable; and (ii) Licensee's usage rights to the HCL Program(s) shall be subject to the usage limitations for the HCL Program(s) set forth in the Agreement and in the applicable Order. The Parties acknowledge that the Licensee's use and enjoyment of the HCL Programs is not dependent upon Licensee's receipt of the Hosting Services, Managed Services, Professional Services or Packaged Services described in Sections 4 and 5 below, respectively.
- 2.6 Display. Licensee may display Licensee Content using various computer-viewing systems, including using third party mirroring software to simultaneously view or remotely control use of the Licensee Content.
- 2.7 Content and Functionality. HCL shall not materially change any Licensee Content without Licensee's written consent.
- 2.8 Licensee will provide hardware, software and connectivity to access and use the HCL Now Services, including any required Licensee-specific URL addresses and associated certificates.
- 2.9 Restrictions. HCL Now Services may not be used in any jurisdiction for unlawful, obscene, offensive or fraudulent Content or activity, such as advocating or causing harm, interfering with or violating the integrity or security of a network or system, evading filters, sending unsolicited, abusive, or deceptive messages, viruses or harmful code, or violating third party rights. In addition, Licensee may not use HCL Now Services if failure of the HCL Now Services could lead to death, bodily injury, or property or environmental damage. Licensee shall not: i) reverse engineer any portion of the HCL Now Services; ii) assign or resell direct access to a Cloud Service to a third party outside Licensee's organization or use the Cloud Service for any reason other than Licensee's internal business purpose; or iii) combine Cloud Services with Licensee's value add to create a commercially available Licensee branded solution that Licensee markets to its end user customers unless otherwise agreed in writing by HCL.
- 2.10 The HCL Now Services or any feature of the HCL Now Services is considered "Preview" when HCL makes such services or features available at no charge, with limited or pre-release functionality, or for a limited time to try available functionality (such as pre-release, beta, trial, no-charge, or preview of an HCL Now Services). Preview services are excluded from available service level agreements. A Preview service may not be covered by support and HCL may change or discontinue a Preview service at any time and without notice. HCL is not obligated to release a Preview service or make an equivalent service generally available.
- 2.11 SLA. The Service Level Agreement for the HCL Now Services shall be as set forth in the applicable Service Description.

3. **Subcontractors.** HCL may use subcontractors to perform HCL Now Services without obtaining written permission from Licensee.

4. **Professional Services.** HCL shall perform any professional services as specified in an applicable SOW ("Professional Services") and pursuant to the Professional Services terms set forth in Schedule 2 attached hereto.

5. **Packaged Services.** Where applicable, HCL may offer packaged services in connection with the HCL Now Services (the “Packaged Services”), descriptions for which may be provided or posted for your information and review (each a “Packaged Services Description” and together the “Packaged Services Descriptions”). HCL shall perform the Packaged Services as specified in (i) the applicable Packaged Services Description; and/or any applicable SOW pursuant to the contractual terms set forth in Schedule 2 attached hereto.

6. **Technology Preview Code.** Technology Preview Code (“TPC”) may be included or distributed with the Program or updates to it but are not part of the Program. TPC is licensed under the same terms as the Program, except as provided below. TPC will be identified as such in the Notices File (or in an updated Notices File accompanying the updates). Some or all of the TPC may not be made generally available by HCL as or in a product. Licensee is permitted to use TPC only for internal use for evaluation purposes. REGARDLESS OF OTHER STATEMENTS MADE AT OR BEFORE THE TIME OF PURCHASE, IT IS LICENSEE'S RESPONSIBILITY TO DETERMINE IF THE PROGRAM IS APPROPRIATE OR SAFE FOR LICENSEE'S USE. LICENSEE ACKNOWLEDGES AND ACCEPTS ALL RISKS ASSOCIATED WITH THE USE OF THE PROGRAM. The Notices File or Proof of Concept agreement (POC) may limit this evaluation use to an evaluation period. If so, at the end of such evaluation period Licensee must cease using and uninstall the TPC. HCL provides the TPC without obligation of support and "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF TITLE, NON-INFRINGEMENT OR NON-INTERFERENCE AND ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Licensee may not transfer TPC to another party except as a transfer accompanying the Program. TPC may contain a disabling device that will prevent it from being used after the evaluation period ends. Licensee will not tamper with this disabling device or the TPC. Licensee should take precautions to avoid any loss of data that might result when the TPC can no longer be used. Any feedback provided by Licensee to HCL regarding the TPC shall be owned by HCL without payment or other obligation to Licensee.

## 7. **Content and Data Protection**

- 7.1 Use of the HCL Now Services will not affect Licensee's ownership or license rights in any Licensee Content. HCL, its Affiliates, and contractors of either, may access and use the Content solely for the purpose of providing and managing the HCL Now Services. HCL will treat all Licensee Content as Confidential Information pursuant to the terms of the Agreement.
- 7.2 Licensee is responsible for obtaining all necessary rights and permissions to enable, and grants such rights and permissions to, HCL, its Affiliates, and contractors of either, to use, provide, store and otherwise process Licensee Content in the HCL Now Services. This includes Licensee making necessary disclosures and obtaining consent, if required, before providing individuals' information, including personal or other regulated data in such Licensee Content. If any Licensee Content could be subject to governmental regulation or may require security measures beyond those specified by HCL for the HCL Now Services, Licensee will not input, provide, or allow such Licensee unless specifically permitted in the terms of the relevant SD or unless HCL has otherwise first agreed in writing to implement additional security and other measures. Licensee shall not use the HCL Now Services to process or store any information of any U.S. federal government agency or instrumentality without the prior written permission of HCL.
- 7.3 Licensee is responsible to assess the suitability of each HCL Now Services for Licensee's intended use and Licensee Content and to take necessary actions to order, enable, or use available data protection features appropriate for the Licensee Content being used with an HCL Now Services. By using the HCL Now Services, Licensee accepts responsibility for

use of the HCL Now Services and acknowledges that it meets Licensee's requirements and processing instructions to enable compliance with applicable laws.

- 7.4 HCL's Data Processing Terms (DPA) and applicable DPA Exhibit(s), located at <https://www.hcltechsw.com/wps/portal/resources/master-agreements>, apply and prevail over any conflicting terms of the Agreement, if and to the extent the European General Data Protection Regulation (EU/2016/679) (GDPR) applies to personal data contained in Content.
- 7.5 HCL will return or remove Licensee Content from HCL Infrastructure and other computing resources upon the expiration or cancellation of the HCL Now Services, or earlier upon Licensee's request. HCL may charge for certain activities performed at Licensee's request (such as delivering Content in a specific format). HCL does not archive Licensee Content, however some Licensee Content may remain in HCL Now Services backup files until expiration of such files as governed by HCL's backup retention practices.
- 7.6 Upon request by either Party, HCL, Licensee or Affiliates of either, will enter into additional agreements as required by law in the prescribed form for the protection of regulated personal data included in Licensee Content. The Parties agree (and will ensure that their respective Affiliates agree) that such additional agreements will be subject to the terms of the Agreement.

## 8. Warranties

- 8.1 HCL warrants that it provides HCL Now Services using commercially reasonable care and skill. The warranty for the HCL Now Services ends when the HCL Now Services end. Warranties for the HCL Programs shall be as set forth in the Agreement.
- 8.2 HCL does not warrant uninterrupted or error-free operation of the HCL Now Services or that HCL will correct all defects or prevent third party disruptions or unauthorized third-party access.
- 8.3 The warranties stated in this Section are the exclusive warranties from HCL with respect to the HCL Now Services and replace all other warranties, including the implied warranties or conditions of satisfactory quality, merchantability, non-infringement, and fitness for a particular purpose. HCL warranties will not apply to issues not caused by HCL, including but not limited to third party provider failures or Licensee misuse, modification, damage, or Licensee's failure to comply with instructions provided by HCL. Preview services and Non-HCL services are made available under the Agreement as-is, without warranties of any kind.

## 9 Charges and Billing.

- 9.1 Fees. Licensee shall pay any and all fees as detailed in the applicable Order for , Hosting Services and HCL Infrastructure, Managed Services, Professional Services, Packaged Services and any other additional services provided. The fee mentioned for each of the components – , Hosting Services and HCL Infrastructure, Managed Services, Professional Services, Packaged Services and any other additional services will be distinctly and separately listed in the Order for each such component and will not be adjusted internally.
- 9.2 Partial Month Charges. A partial month charge as specified in the Order Schedule may be assessed on a pro-rated basis.
- 9.3 Billing Frequency. Based on selected billing frequency, HCL will invoice Licensee the charges due at the beginning of the billing frequency term, except for usage type of charges which will be invoiced in arrears. Further, any cloud service provider fee increases shall be

invoiced effective as the date of any such fee increase and shall be based upon the cloud service provider's published fees/rates.

- 9.4 **Derived Benefit Locations.** Where applicable, taxes are based upon the location(s) Licensee identifies as receiving benefit of the Service. HCL will apply taxes based upon the business address listed when ordering Service as the primary benefit location unless Licensee provides additional information to HCL. Licensee is responsible for keeping such information current and providing any changes to HCL.
- 9.5 **Verification.** Licensee will i) maintain, and provide upon request, records, and system tools output, as reasonably necessary for HCL and its independent auditor to verify Licensee's compliance with the Agreement, and ii) promptly order and pay for required entitlements at HCL's then current rates and for other charges and liabilities determined as a result of such verification, as HCL specifies in an invoice. These compliance verification obligations remain in effect during the term of the Service and for two years thereafter.
- 9.6 **Term and Renewal Options.** The term of the Service begins on the date HCL notifies Licensee of their access to the Service, as documented in the Entitlement. The Entitlement will specify whether the Service renews automatically or terminates at the end of the term. For automatic renewal, unless Licensee provides written notice not to renew at least 90 days prior to the term expiration date, the Service will automatically renew for the term specified in the Entitlement.

## **10 HCL Now Services Term and Termination.**

- 10.1 The HCL Now Service period ("Subscription Period") and HCL Now Support period ("Support Period") are set forth in the applicable Order. Following the initial term thereof, the Subscription Period and Support Period shall renew automatically for successive twelve (12) month terms each, subject to the right of either Party to cancel such renewal by delivery of written notice of non-renewal to the other Party at least ninety (90) days prior to the end of the then current term. Upon termination or expiration of any current term, if the parties agree that offboarding services in addition to those set forth in an applicable service description are warranted, the parties shall mutually agree upon the nature and scope of such services, as well as any fees associated therewith ("Offboarding Fees") to be paid by Licensee in connection with such services. Upon expiration or termination of any Subscription Period or Support Period, the License(s) granted by Licensee to HCL in Section 2.1 shall not terminate and any continued usage of the HCL Program(s) by the Customer shall be subject to the terms and conditions of the Agreement and the Applicable Order. It is expressly agreed that expiration or termination shall in no way or manner affect the provision of the HCL Programs and the Agreement, which shall continue for the agreed period of time, irrespective of the expiration or termination of the HCL Now Services.

- 11 **Miscellaneous.** In the event of any inconsistency between the provisions of this Addendum and the provisions of the Agreement with respect to the HCL Now service, the provisions of this Addendum shall prevail. This Addendum shall be in effect for the entire Term of the Agreement, is considered incorporated into the Agreement, and is governed by all applicable portions thereof. Except as specifically set forth in this Addendum, all other terms and conditions of the Agreement shall remain in full force and effect. Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their authorized representatives as of the date set forth herein.

**Licensee**

**HCL Technologies Limited**

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

## SCHEDULE 1

As set forth in Section 2.1 of the HCL Now Master License Agreement Addendum, Licensee licenses to HCL the following HCL Program(s) for use with the HCL Now Service:

[LIST HCL PROGRAMS LICENSED BACK TO HCL]

## SCHEDULE 2

The following terms shall apply to the provision of Managed Services, Professional Services and Packaged Services, if any, as set forth in the HCL Now Master License Agreement Addendum.

1. **Parties Obligations.** HCL shall perform the services as specified in the relevant SOW or Packaged Services Description (each a “Service” and together the “Services”) pursuant to the contractual terms set forth below in this Paragraph. HCL's performance is conditional upon Licensee fulfilling its obligations. Licensee will cooperate with HCL and will provide, at no cost to HCL, safe and timely access to its premises and computer equipment, including remote access, adequate working space, facilities and any other services, personnel, information, tools (including licenses) or materials that HCL may reasonably require to perform the Services. HCL shall not be liable for any delay or defect resulting from Licensee’s acts or omissions.
2. **Invoices and Payment.** Charges for the Services shall be set forth in the relevant SOW or Order, as applicable.
3. **Limited License.** HCL hereby grants to Licensee, a non-exclusive, non-transferable, non-sublicensable, limited license under any HCL intellectual property rights in and to the Deliverables to utilize such Deliverables as contemplated in the applicable SOW or Packaged Services Description. Each party recognizes that any unauthorized use of the other party’s intellectual property rights could result in irreparable harm to the owner of the intellectual property rights for which damages would not be an adequate remedy. Licensee represents and warrants that it has the requisite rights and/or authorizations to:  
(a) provide HCL access to the intellectual property (including software) made available by the Licensee under this Addendum and/or any SOW or Packaged Services Description; and  
(b) permit HCL to access source code, modify, alter, create derivative works of such intellectual property and/or perform Services using/on such intellectual property. Furthermore, Licensee shall indemnify and hold HCL harmless from any third-party intellectual property infringement claim arising out of any intellectual property provided by Licensee.
4. **Warranty.** HCL warrants that any services that it or its Affiliates or contractors provides under this Addendum, or any applicable SOW or Packaged Services Description will be performed in a professional and workmanlike manner. Unless otherwise agreed in the SOW, HCL agrees that any Deliverable shall carry a warranty of 30 days from the date of delivery of such Deliverable (“Warranty Period”). EXCEPT AS SPECIFIED HEREIN, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARE HEREBY DISCLAIMED. Licensee's sole and exclusive remedy and each HCL’s entire liability for breach of the above warranty for a Deliverable will be to rectify or replace such defective Deliverable, provided Licensee notifies HCL of any breach of warranty within the Warranty Period.

5. Non-solicitation. During the term of this Agreement and for a period of one (1) year thereafter, Licensee shall not directly or indirectly, solicit, hire or entice away any personnel of HCL engaged in the performance of Services or Deliverables. In the event of any breach of this Section, Licensee shall immediately pay HCL as liquidated damages an amount equal to USD One Hundred Thousand (\$100,000) for every such personnel hired.
  
6. Restricted Activities. Services and Deliverables HCL delivers may be subject to U.S. export controls or the trade laws of other countries. Licensee will comply with all such laws and obtain all licenses to export, re-export or import as may be required after delivery of Services and technical data to Licensee, and will not export or re-export to entities on the most current U.S. export exclusion lists or to any country subject to U.S. embargo or terrorist controls as specified in the U.S. export control laws.