

BUSINESS PARTNER PROGRAM RESELLER ADDENDUM

BY EXECUTING AN ORDER THAT REFERENCES THE MASTER RESELLER PROGRAM AGREEMENT (“**BASE AGREEMENT**”) FOR THE PURPOSES OF RESALE OF HCLSOFTWARE PROGRAMS OR SERVICES, YOU (“**PARTNER**”) AGREE TO AND ACCEPT THE TERMS OF THIS BUSINESS PARTNER PROGRAM RESELLER ADDENDUM (“**ADDENDUM**”). IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND SUCH COMPANY OR OTHER LEGAL ENTITY TO THESE TERMS IN WHICH CASE THE TERMS “PARTNER” WILL REFER TO SUCH ENTITY. PARTNER FURTHER REPRESENTS THAT IT IS A SOPHISTICATED ENTITY THAT HAS READ AND UNDERSTANDS THIS BASE AGREEMENT AND HAS HAD SUFFICIENT OPPORTUNITY TO CONSULT WITH COUNSEL, PRIOR TO AGREEING TO THE TERMS HEREIN AND SUBMITTING ITS REGISTRATION. THE AGREEMENT IS EFFECTIVE AS OF THE DATE YOU ACCEPT THESE TERMS (“**EFFECTIVE DATE**”). IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CLICK ON AN “ACCEPT” BUTTON, OR OTHERWISE REGISTER AS A PARTNER. THIS ADDENDUM IS MADE UNDER AND IS GOVERNED BY THE BASE AGREEMENT AND THE TERMS OF WHICH ARE INCORPORATED HEREIN.

1. APPOINTMENT: RESELLING

1.1 Appointment. Subject to the terms and conditions herein, HCLSoftware hereby appoints Partner as HCLSoftware’s independent, non-exclusive, authorized reseller of the Programs and Services, and Partner hereby accepts such appointment which shall be subject to the following:

- (a) Partner is authorized to sell Programs and/or Services to Customers who are not Partner’s Affiliates;
- (b) Customer sales will be transacted under Partner’s own contract and ordering mechanism which shall be subject to Customer’s acceptance of an End User Agreement;
- (c) Upon HCLSoftware’s request, Partner is required to provide Customer’s details including, but not limited to, name and address;
- (d) If applicable, Partner shall adhere to HCLSoftware’s Partner Program certification process for any relevant Program or Service which it sells;
- (e) HCLSoftware will provide Support for Programs and/or Services directly to Customers;
- (f) Services, Program entitlements, and/or Support will be enabled for Customer directly by HCLSoftware upon HCLSoftware’s receipt of payment or a valid purchase order from Partner.
- (g) Partners may register opportunities to receive discounted pricing in accordance with HCLSoftware’s deal “Opportunity Registration” and “Investment Protection” process as described in the relevant Policies; such discount may change on not less than ninety (90) days’ notice. However, Partner acknowledges and agrees that HCLSoftware or another business partner may already be involved in a registered opportunity. Therefore, Partner acknowledges and agrees that HCLSoftware has the right to accept or reject Investment Protection on a registered opportunity in whole or in part. Where local law allows, HCLSoftware will grant Investment Protection to only one business partner for the registered opportunity. HCLSoftware may grant Investment Protection to multiple business partners for a registered opportunity where required by local law.
- (h) Partners are not permitted to sell to any distributor or secondary channel partner without express authorization from HCLSoftware in writing. For direct or indirect sales to the U.S. federal government, Partner will procure the Programs and/or Services solely from the distributor designated by HCLSoftware.
- (i) Partner may place orders for Program(s) and/or Service(s) with a registered Distributor. Upon purchase of Program(s) and/or Service(s) with a registered Distributor, Partner must comply with Sections 1(b) and 4.4 herein.

2. DEFINITIONS

This Addendum incorporates those definitions set out in the Base Agreement and the following definitions will apply to this Addendum:

- 2.1 “End User Agreement”** means either (i) HCLSoftware’s Master License Agreement, Cloud Services Agreement, MSA Lite, and/or the relevant HCLSoftware agreement for use of the Programs and Services directly by Customer available here: <https://www.hcl->

software.com/resources/master-agreements; or (ii) a current and valid agreement already in place for the Program and/or Services with HCLSoftware or an original licensor/service provider (e.g., IBM) that is signed by or otherwise entered into by the Customer and approved by HCLSoftware.

- 2.2 “Distributor”** means a partner authorized pursuant to HCLSoftware’s Business Partner Program’s Distributor Addendum.

- 2.3 “Open Source”** means any computer software program, of which (i) the human-readable program instructions (known as “source-code”) are available to the public for inspection and use by others; and (ii) the terms and conditions of the applicable license agreement permit recipients of the program freely (and without liability to pay any royalty or fee) to copy, modify and distribute the program’s source code.

- 2.4 “Support”** means technical assistance, updates, maintenance, and support for the Programs and/or Services in accordance with HCLSoftware’s standard applicable Support terms and policies in effect (and as modified from time to time by HCLSoftware) for Programs and/or Services which are eligible and for which applicable fees have been paid.

- 2.5 “Taxes”** mean any federal, state, municipal or other governmental taxes, fees, tariffs or duties, including income, franchise, excise, sales, use, gross receipts, import, export, value added, goods and property or similar tax, now or hereafter imposed on or required to be collected in connection with sales of Programs or Services, and which such person is obligated to collect or remit to any such taxing authority (but excluding taxes payable by such person on its own net income).

- 2.6 “Third Party Software”** means software owned or developed by a third party, including but not limited to Open Source software, freeware, or commercial software that are governed by their own separate license terms.

3. RESALE OF SOFTWARE

- 3.1 Promotion and Resale.** Partner shall, use its commercially reasonable efforts, in its sole discretion, to market and promote the Programs and/or Services, and to offer to sell licenses for the Programs and/or Services to potential Customers. For avoidance of doubt, the Programs are licensed to Customers under the End User Agreement with HCLSoftware, not sold. In connection with sales of licenses for the Programs and/or sales of Services as permitted hereunder, Partner shall arrange for Customers to be provided access to, and agree to be bound by, the End User Agreement in accordance with Section 4.

- 3.2 Partner Cancellation.** In the event Partner cancels a previously accepted Order after delivery, cancellation charges may apply.

- 3.3 HCLSoftware Cancellation.** HCLSoftware reserves the right to cancel or delay delivery of any Orders placed by Partner and accepted by HCLSoftware, if Partner: (a) fails to make any payment as provided herein; (b) fails to meet the credit or financial requirements established by HCLSoftware; or (c) otherwise fails to comply with the terms and conditions of the Agreement.

3.4 Prices. HCLSoftware may provide Partner with discounts on Programs and/or Services in accordance with the Partner Program and its Policies. Partner shall pay HCLSoftware based upon the prices and payment terms set out in an Order. Partner shall not disclose the individual or separate pricing of the Programs and/or Services under the Agreement to any third party, including Customer. The Programs and/or Services to be provided to each Customer, and the prices therefore, will be determined by Partner in its discretion. Partner may not resell Programs or Services at a price higher than a price agreed between HCLSoftware a Partner and a Customer.

3.5 HCLSoftware Customer Support. HCLSoftware shall provide Support to the Customer for the Programs and/or Services as prescribed under an Order. Upon written consent by HCLSoftware, Partner may provide Support directly to Customer. Such support will be in accordance with terms mutually agreed upon by HCLSoftware and Partner.

3.6 Additional Services. HCLSoftware may agree to provide other services to Partner and Partner's Customers for additional fees as outlined in an Order and subject to the terms specified therein.

4. SCOPE OF GRANT, RESTRICTIONS, AND OBLIGATIONS

4.1 Right to Market and Promote. Subject to the obligations of the Base Agreement, Partner Program Policies, and this Addendum, HCLSoftware hereby grants to Partner a non-exclusive, non-transferable, personal right to market and promote Programs, Services, and associated Documentation to Customers solely within the Territory. The rights in this Section are granted solely in accordance with a valid Order and during the Order term therein.

4.2 Restrictions on Use. Partner agrees (i) not to create or attempt to create by reverse engineering, disassembly, decompilation or otherwise, the source code, internal structure, or organization of the Programs and/or Services, or any part thereof, or aid or permit others to do so, except and only to the extent expressly permitted by applicable law; (ii) not to copy or modify the Programs and/or Services or include any portion of the Programs and/or Services in any other software program and/or services; (iii) not to provide use of the Programs in a computer service business, rental, or commercial timesharing arrangement or otherwise lease, sublicense, or lend the Programs unless licensed from HCLSoftware under a separate agreement; and (iv) not to separate the Programs into component parts for distribution or transfer to a third party.

4.3 Third Party Software. Partner hereby acknowledges that the Program(s) may contain Third Party Software. In the event that Third Party Software is included in the Program(s), Partner agrees that HCLSoftware and its Affiliates have not obtained or conveyed to Partner any intellectual property rights to use the applicable underlying Third Party software as such usage is governed by the underlying license.

4.4 End User. Partner shall obtain from each Customer acceptance of an order and acceptance of an appropriate End User Agreement for Programs, Services, and/or Support through Partner's own ordering instrument. Such instrument shall incorporate by reference the End User Agreement as the governing terms. Alternatively or for renewals, Partner shall ensure that each Customer has already agreed to an End User Agreement.

4.5 Resell Compliance. Partner shall provide information as reasonably requested by HCLSoftware to verify compliance by Partner with the terms of the Agreement.

5. TERM; TERMINATION

5.1 Term. This Agreement between the parties shall commence as of the Effective Date and shall continue until terminated by either party as provided herein ("Term").

5.2 Termination: Default. Either party may terminate or suspend the Agreement and/or any Order(s), in whole or in part, at any time for the substantial breach by the other party of a

material term. For the avoidance of doubt, a breach of Section 4 of this Addendum or Sections 6 and 7 of the Base Agreement would be a material breach. The terminating party will first give the other party written notice of the breach and a reasonable period of at least thirty (30) days in which to cure the alleged breach. If a cure is not achieved during the cure period, then the non-breaching party may terminate the Agreement, with respect to the affected Order, upon written notice. It shall be a material default for Partner to fail to pay HCLSoftware any and all applicable fees.

5.3 Termination: Insolvency, Assignment, or

Bankruptcy. Subject to any mandatory laws, either party may terminate the Agreement upon written notice to the other party if the other party (i) is not paying its debts as such debts generally become due, (ii) becomes insolvent, (iii) files or has filed against it a petition (or other document) under any bankruptcy law or similar law, that is unresolved within sixty (60) days of the filing of such petition (or document), (iv) proposes any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors, (v) makes a general assignment or trust mortgage for the benefit of creditors, or (vi) if a receiver, trustee, custodian or similar agent is appointed or takes possession of any of its property or business.

5.4 Termination: Mutual. Either party may terminate or suspend the Agreement and/or any Order(s), in whole or in part, at any time, upon thirty (30) days prior written notice. A party may terminate this Agreement immediately upon written notice to the other party if the other party assigns any of its rights and obligations hereunder without any prior written consent required under Section 10.5 of the Base Agreement.

5.5 Effects of Termination. Upon termination or expiration of the Agreement and/or any Orders, Partner's participation in any Partner Program shall terminate unless agreed expressly in writing with HCLSoftware that Partner's activity under another Addendum to the Base Agreement may continue. Upon termination of its authorization under the Agreement, Partner shall immediately (i) cease all sale of Programs, Services, and Documentation; (ii) discontinue any display, advertising, and use of the Marks, name, logo, trademarks, service marks or slogans of HCLSoftware and the brand names of any Programs and/or Services; (iii) discontinue all representation or statements from which it might be inferred that any relationship exists between HCLSoftware and Partner; (iv) cease to promote, solicit orders for or procure orders for Programs and/or Services (and Partner will not act in any way to damage the reputation or goodwill of HCLSoftware, Services, or any Programs); (v) return to HCLSoftware all items and materials using the Marks in its possession, as HCLSoftware may direct, at HCLSoftware's expense, and (vi) return all Programs, Documentation, Confidential Information, and related materials to HCLSoftware with a certified statement by a duly authorized officer of Partner stating that all such Programs, materials, and any other Confidential Information of HCLSoftware have been returned to HCLSoftware or destroyed.. Partner shall take such other reasonable action as may be necessary to remove its identification as a representative of the Programs and Services.

5.6 Payment on Termination. Unless Partner terminated for HCLSoftware's uncured material breach, Partner shall pay to HCLSoftware, on the date of termination or expiration, the total amounts due per the Agreement and/or the Order that would have been paid over the term of the Agreement and/or Order had the Agreement or Order (as the case may be) not terminated. Notwithstanding the above, Partner's Customers may continue to use Programs and/or Services following termination or expiration of the Agreement pursuant to the applicable terms of the End User Agreement, provided Partner or such Customer pays all applicable fees to HCLSoftware pursuant to Section 6 of this Addendum.

5.7 Withdrawal of Programs and/or Services.

HCLSoftware may withdraw Programs and/ Services either on a temporary or permanent basis. If the withdrawal is based on an

infringement claim, or if HCLSoftware no longer has the rights for the Programs and/or Services, Partner will suspend further resale of the Programs and/or Services. For withdrawals which are not the result of an infringement claim, Customer may continue to use the Programs and/or Services as provided under the End User Agreement, for the then-current term of the applicable Order; however, HCLSoftware Support may not be available for withdrawn Programs and/or Service. HCLSoftware will provide at least 12 months' notice before withdrawing Support for a Program and/or Services.

5.8 Responsibilities Upon Termination. Nothing in the Agreement will affect (i) the rights and liabilities of either party with respect to Programs and/or Services sold to Customers prior to termination; (ii) the rights and liabilities of either party under any separate agreement between the parties; (iii) any indebtedness then owing by either party to the other, or (iv) any liability for damages resulting from an actionable breach prior to termination.

6. FEES; PAYMENT

6.1 Invoicing, Payment, and Late Fees. Partner will pay any and all fees as detailed in an Order. Except as provided therein, all amounts in an Order are in United States Dollars (USD). Partner agrees to pay all applicable fees specified for the Program and/or Service, charges for use in excess of authorizations, and any late payment fees. Fees are exclusive of any customs or other duty, Taxes, and similar levies imposed by any authority resulting from Partner's purchases under the Agreement and will be invoiced in addition to such fees. Payment is due in advance and Partner will pay HCLSoftware the amounts due, owing, and duly invoiced under the Order within thirty (30) days of the date of invoice (irrespective of whether Partner has been paid by Customer or whether Customer is in an automatic renewal term). Partner shall make all payments pursuant to an Order through electronic transfer of funds to designated bank accounts as nominated by HCLSoftware in writing. Overdue amounts payable under an Order will bear interest from the original due date at the rate of one percent (1%) per month or the maximum legal rate, whichever is less. Except as provided in a separate agreement, all fees are non-refundable and non-cancelable.

6.2 Billing and Collection. Partner will be responsible for all billing and collections for Programs and/or Services sold pursuant to the Agreement.

6.3 Expenses. Except as otherwise specifically provided herein and as otherwise provided under the Partner Program Policies, each party shall be solely responsible for all expenses incurred by it in connection with its efforts under this Agreement, including but not limited to, salaries, office expenses, and traveling.

6.4 Record Keeping. Each party to the Agreement shall maintain complete and accurate accounting, business books and records regarding its activities under the Agreement in accordance with generally accepted accounting principles and such party's business practices. Subject to preceding sentence, each party shall retain such books and records for not less than two (2) years following creation.

6.5 Taxes. All fees quoted are exclusive of Taxes. Partner is responsible for payment of any sales, use, value added, GST, and any other similar Taxes or governmental fees associated with the Order, except for Taxes based on HCLSoftware's net income, gross revenue or employment obligations. If HCLSoftware is obligated by applicable law to collect and remit any Taxes or fees, the appropriate tax or fee amount will be charged and set forth in the applicable invoice. Partner agrees to bear any withholding tax liability as may be required by law and would increase payment due under the Order by such an amount so that the net payment made to HCLSoftware after deduction of applicable withholding tax is the same, had there been no withholding tax applicable. Partner is solely responsible for timely and accurate payment of applicable

Taxes and fees, irrespective of what HCLSoftware's invoice may state.

6.6 Orders by Affiliates. Orders may be entered into under the Agreement by and between (a) HCLSoftware or an Affiliate of HCLSoftware; and (b) Partner or an Affiliate of Partner, provided such Partner Affiliate is separately registered as a Partner. With respect to an Order, the term HCLSoftware or Partner will be deemed to refer to the entities that execute such Order. Partner shall be responsible for its Affiliates' agreement and compliance with the Agreement (including Orders).

6.7 Orders. Neither party has an obligation to enter into any Order hereunder. Orders are binding only if signed by the parties or following receipt by HCLSoftware of a purchase order pursuant to the term of Section 6.8. below.

6.8 Use of Purchase Orders. Solely for administrative convenience of the parties in ordering hereunder, Partner may issue a purchase order in lieu of the parties signing the HCLSoftware Order form and such purchase order shall then be deemed an Order for ordering purposes. Such purchase order shall be subject to this Agreement, and any different terms in such purchase order (whether payment terms, taxes, warranty, scope of Support, limitation of liability, termination, or otherwise) will not apply as the purpose of the purchase order is solely for identifying pricing, Product/Service selected, Customer, and quantity for ordering hereunder. All references in the Agreement to differing or additional terms that may apply in an Order do not apply to purchase orders used as the Order. Subject to this paragraph, HCLSoftware (or its Affiliates) may accept the purchase order by processing it.

7. DATA PRIVACY

7.1 HCLSoftware as Controller. Partner authorizes HCLSoftware and its Affiliates to store and use the Personal Data of Partner's employees wherever it does business, in connection with Partner's use of the Partner Engagement Platform, for purposes of providing information related to HCLSoftware or HCLSoftware Affiliate's offerings (including, via emails) or in furtherance of HCLSoftware's and/or HCLSoftware Affiliates' business relationship with Partner. Any such Personal Data used by HCLSoftware and/or HCLSoftware Affiliates as a Controller will be processed under the terms of the HCLSoftware online privacy statement found here: <https://www.HCLSoftwareSoftwaretechsw.com/wps/portal/legal/privacy>.

7.2 HCLSoftware as Processor. If Partner provides the Personal Data of Customers or Customer's Affiliates to HCLSoftware, HCLSoftware shall store and use such data as a Processor in connection with the provision of Programs, Support, and/or Services to the Customer. Any such Personal Data used by HCLSoftware as a Processor will be processed under the terms of the HCLSoftware DPA which is incorporated into the End User Agreement.

7.3 Partner warrants that it has all necessary rights to provide the Personal Data of its employees and the Personal Data of Customers or Customer's Affiliates to HCLSoftware and/or its Affiliates (as applicable) for the Processing to be performed by HCLSoftware and/or its Affiliates (as applicable) in accordance with Sections 7.1 and 7.2. To the extent required by applicable data protection law, Partner is responsible for ensuring that it has obtained all necessary Data Subject consents to this Processing, and for ensuring that a record of such consents is maintained. Should such a consent be revoked by the Data Subject or in case of a Data Subject request, Partner is responsible for communicating the fact of such revocation or the request (as applicable) to HCLSoftware and/or its Affiliates (as applicable), and HCLSoftware and/or its Affiliates (as applicable) remains responsible for implementing any Partner instruction with respect to the further Processing of that Personal Data by HCLSoftware and/or its Affiliates (as applicable).

7.4 Terms in this Section 7 such as “Processing,” “Personal Data,” “Controller,” “Data Subject,” and “Processor” shall have the same meaning as comparable terms defined in the GDPR or the applicable data protection law.

8. MISCELLANEOUS

8.1 Survival of Terms. In addition to Section 10.13 of the Base Agreement, the following terms shall survive any expiration or termination of the Agreement: Sections: 5, 6, and 8. Notwithstanding any provision in the Agreement to the contrary, each party may continue to exercise the rights and licenses granted

hereunder to the extent necessary to allow such party to fulfill its obligations under existing binding agreements to Customers that are effective at the time of termination, provided that Partner shall continue to pay HCLSoftware all applicable fees and Partner shall continue to comply with this Agreement.

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