

BUSINESS PARTNER PROGRAM BASE AGREEMENT

BY EXECUTING AN ORDER THAT REFERENCES THIS MASTER BUSINESS PARTNER PROGRAM AGREEMENT (“**BASE AGREEMENT**”), OR (B) OTHERWISE REGISTERING AS A PARTNER, YOU (“**PARTNER**”) AGREE TO THE TERMS OF THIS BASE AGREEMENT. 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;

1. STRUCTURE OF AGREEMENT

1.1 This Base Agreement describes the terms under which Partner shall be entitled to participate in HCLSoftware’s partner program and be authorized to promote, market, resell, and develop solutions for HCLSoftware Programs and Services (the “**Partner Program**”). The Addendums (as made available by HCLSoftware and to be incorporated herein) to the Base Agreement individually set out the terms that apply to Partner when: i) reselling HCLSoftware Programs and/or Services; ii) providing a Value Added Solution, iii) providing services as a Systems Integrator or iv) such other model for resale, distribution, or additional services which may be made available to Partner for acceptance (“**Addendum(s)**”). In the event of a conflict with the terms of this Base Agreement and an Addendum, the terms of the Addendum will prevail.

1.2 Neither party is obligated to enter into an Order, in whole or in part, on the basis of any Addendum under this Base Agreement. An Order, the Addendum under which the Order is raised, the Policies, and this Base Agreement form a separate agreement which shall be the complete agreement replacing all prior oral or written agreements, communications, or representations between the parties regarding the Programs or Services described in that Order (part of an “**Agreement**” as defined under a relevant Addendum). In the event of a conflict of terms between the Base Agreement, an Addendum, and an Order, the terms of the Order shall prevail.

1.3 HCLSoftware reserves the right, in its sole discretion, to deny a Partner’s participation in the Partner Program and/or any Addendum, or to assign or limit certain Programs and/or Services that a Partner may resell.

1.4 Either party may terminate this Base Agreement at any time upon thirty (30) days prior written notice. Either party may terminate an Addendum and/or Order pursuant to the terms of the applicable Addendum. The effects of terminating the Agreement shall be set forth in an Addendum.

2. DEFINITIONS

2.1 “**Affiliates**” means an entity that controls, is controlled by or shares common control with HCLSoftware, Customer, or Partner, as applicable, where such control arises from either (a) a direct or indirect ownership interest of more than 50% of the outstanding voting stock and/or equivalent interest, or (b) the power to direct or cause the direction of the management and policies, whether through the ownership of voting stock, by contract, or otherwise, equal to that provided by a direct or indirect ownership of more than 50% of the outstanding voting stock and/or equivalent interest.

2.2 “**Confidential Information**” means any non-public, oral or written, information about a party, including, without limitation, the the Programs, Documentation, the terms of the Agreement, HCLSoftware’s pricing, and all other non-public or proprietary information or any other information that by its form, nature, content or mode of transmission would to a reasonable recipient be deemed confidential or proprietary as made available by the disclosing party

2.3 “**Customer(s)**” means a person or entity who acquires the Programs, Value Added Solution, and/or other HCLSoftware offering from Partner for its internal business purpose and shall not directly or indirectly transfer, distribute, sell, license, rent, or lease the Programs, Value Added Solution, or other HCLSoftware offering

to other parties. For avoidance of doubt, “Customers” does not include Partner or its Affiliates.

2.4 “**Derivative Work(s)**” means works based upon, referring to or making use of the Programs and/or Documentation, in part or in whole, such as a revision, modification, translation, abridgement, condensation, expansion, or any other form in which the Programs or Documentation may be recast, transformed, or adapted as part of a Service or Value Added Solution. Derivative Works created as part of a Service or Value Added Solution arising from HCLSoftware Programs are the sole and exclusive property of HCL Software and Partner acquires no right, title or interest to the Programs, Services, or deliverables otherwise provided by HCLSoftware. Partner shall retain ownership in its own Intellectual Property and Derivative Works solely thereof.

2.5 “**Documentation**” means HCLSoftware’s Policies, guides (including HCLSoftware’s Support Guide), manuals, and other technical information in printed and machine-readable form that describes the functionality and use of the Program(s) or Service(s), which may be amended by HCLSoftware from time to time.

2.6 “**Intellectual Property Rights**” means any ideas, inventions, discoveries, processes, works of authorship, marks, names, know-how, and any and all rights in such materials on a worldwide basis, including any rights in patents, inventor’s certificates, utility models, copyrights, moral rights, trade secrets, mask works, and all related, similar, or other intellectual property rights recognized in any jurisdiction worldwide, including all applications and registrations with respect thereto.

2.7 “**Marks**” mean the trademarks, domain names, logos, trade names, brands and service marks designations and insignias of HCLSoftware (or its Affiliates) as may be designated by HCL from time to time.

2.8 “**Order**” means a HCLSoftware document for ordering Programs and/or Services under the Partner Program

2.9 “**Partner Engagement Platform**” means the Partner Program’s primary web portal for business partners to manage their HCLSoftware relationship, opportunities, transactions, and partner engagement.

2.10 “**Policies**” means those policies published via the Partner Engagement Platform and which contain additional terms and conditions incorporated herein.

2.11 “**Program(s)**” means the HCLSoftware software in object code form identified in an Order.

2.12 “**Service(s)**” mean any consulting, installation, system administration, training, cloud services, or professional services provided by HCLSoftware or its Affiliates to Partner or Customers relating to the Programs identified in an Order.

2.13 “**Systems Integrator**” means a service pursuant to the criteria under the Business Partner Program System Integrator Addendum

2.14 “**Territory**”. Except where specified in an Order under the Business Partner Program Solution Addendum, Territory means worldwide excluding those countries considered embargoed, sanctioned, or terrorist countries under United States or applicable laws or regulations.

2.15 “**Value Added Solution**” means a solution pursuant to the criteria under the Business Partner Program Solution Addendum.

2.16 For the purpose of clarity, reference to “sales,” “selling,” or “reselling” Services and/or Programs is sales of a license to use the Programs and/or receive deliverables, Services, Value Added

Solution, or other offering and does not entail transfer of title to the Programs but only the right to use the Programs and/or deliverables pursuant to an End User Agreement (as defined in an Addendum) or as otherwise noted in an Addendum.

3. APPOINTMENT

3.1 Partner's appointment shall be subject to the following requirements:

- (a) Partner is appointed in accordance with Section 1.1 of a relevant Addendum. Partner's acceptance of this Base Agreement and an Addendum(s) is a pre-requisite under the Partner Program;
- (b) Partner may accept multiple Addendums and will be subject to the terms of the accepted Addendums only;
- (c) in order for an Addendum to be effective, the Addendum must have been either i) accepted via HCLSoftware's Partner Engagement Platform or ii) signed between the parties and returned to HCLSoftware; the signed Addendum will be effective from the date of last signature;
- (d) Partner Program Policies are hereby incorporated and adherence to Policies is a continuing obligation of Partner's appointment.
- (e) Partner acknowledges that receipt of communications from HCLSoftware regarding i) the Partner Program; ii) product enablement; and iii) relevant updates and newsletters are a requirement of its ongoing registration and shall remain registered to receive the same while authorized under the Agreement.

4. COMPLIANCE WITH LAWS

4.1 Export Control. Both parties will comply with all applicable export and import laws and associated embargo and economic sanction regulations, including those of the United States, that prohibit or restrict the export, reexport, or transfer (in-country) of products, technology, services, or data, directly or indirectly, to certain countries, or for certain end uses or end users/Customers. Partner acknowledges that the Partner Program is subject to U.S. export laws and regulations. Partner agrees that, unless authorized by the U.S. export license or regulation, it will not export or re-export the Value Added Solutions, Programs, or Services provided by HCLSoftware under the Agreement or an Order to (i) those countries (or nationals of countries) considered embargoed countries under U.S. export laws and regulations or (ii) prohibited end users/Customers or end uses, including but not limited to: nuclear, space or missiles, and weapons systems (including chemical and biological). At the time of this Agreement, those countries considered embargoed/terrorist are Cuba, Iran, North Korea, Syria, and Crimea region of Ukraine.

4.2 Compliance with Laws and Policies. Each party shall be responsible to comply with all applicable laws and regulations and Partner shall comply with all relevant Partner Program Policies as applicable.

5. MARKETING MATTERS AND SALES REPORTS

5.1 Press Releases. Except as may be required by law, if either party desires to issue a press release or other public announcement concerning the Agreement or the relationship between the parties, the party shall obtain the other party's prior written approval of any such public announcement.

5.2 Trade Practices. Both parties will refrain from engaging in any illegal, unfair, or deceptive trade practices, unethical business practices whatsoever, or making any representations inconsistent with specifications provided in writing by the other party.

5.3 Advertising. Any advertising or promotional material with respect to HCLSoftware, its Marks, and/or Programs/Services that Partner creates in connection with any activity under an Addendum to this Base Agreement shall be provided to HCLSoftware, in original form, for review and approval prior to distribution.

6. CONFIDENTIALITY AND NON-SOLICITATION

6.1 Nondisclosure and Nonuse. Both Parties agree that the Programs and Documentation will be treated as proprietary trade secrets of HCLSoftware. Each party receiving Confidential Information shall (a) disclose such Confidential Information to only those directors, officers, employees and agents of such party (i) whose duties justify their need to know such information and (ii) who have been clearly informed of their obligation to maintain the confidential, proprietary and/or trade secret status of such Confidential Information (in the case of recipients that are not employees, such parties shall have agreed in writing to protect Confidential Information on terms substantially similar to those contained in this Base Agreement); and (b) use such Confidential Information only for the purposes set forth in this Base Agreement. Each party receiving Confidential Information shall treat such information as strictly confidential and shall use the same care to prevent disclosure of such information as such party uses with respect to its own confidential and proprietary information, which shall not be less than a reasonable standard of care. Notwithstanding the foregoing, each party may disclose Confidential Information to the extent necessary pursuant to applicable federal, state, or local law, regulation, court order, or other legal process, provided the receiving party, to the extent reasonably possible, has given the disclosing party prior written notice of such required disclosure and an opportunity to contest such required disclosure at the disclosing party's expense. However, the foregoing shall not be deemed to grant to either party a license of the other party's copyrights or patents. Each party warrants to the other party that it maintains a system of confidentiality to protect its own Confidential Information, including written agreements with employees, that the Confidential Information will be protected by such system using no less than a reasonable degree of care, and that it shall ensure its recipients' compliance with this Section.

6.2 Notice of Disclosure. The receiving party will fully notify the disclosing party immediately in the event the receiving party learns of any unauthorized disclosure, possession, use, or knowledge of Confidential Information and will reasonably cooperate with the disclosing party in any litigation or other appropriate remedy against any third persons necessary to protect the disclosing party's rights with respect to the Confidential Information and materials.

6.3 Non-Solicitation of Employees. During the term of this Base Agreement and for one (1) year thereafter, neither party shall directly solicit for employment any employee of the other party unless otherwise agreed in writing by the parties or if the employee responds to a general solicitation, mass advertisement, or similar type of broad-based publicly disseminated solicitation not directed specifically toward one or more employees of the other party.

6.4 Non-Solicitation of Customers. During the term of this Base Agreement, Partner shall not sell, release, or otherwise disclose the identities of HCLSoftware's customers or solicit directly or indirectly existing customers of HCLSoftware, or those Customers referred to Partner by HCLSoftware (in relation to a specific lead or opportunity), to purchase or license another vendor's software, support, or services of a type or class similar to HCLSoftware's Programs or Services.

6.5 Injunctive Relief. In the event of any breach of the provisions of this Section 6, the breaching party agrees that the non-breaching party would suffer irreparable harm and shall therefore be entitled to obtain injunctive relief against the breaching party.

7. OWNERSHIP OF INTELLECTUAL PROPERTY

7.1 Ownership of Intellectual Property. Partner acknowledges and agrees that HCLSoftware, and its licensors, own and shall retain all right, title and interest in and to the Programs and Documentation, as well as any other products or Services manufactured and/or distributed or otherwise made available by HCLSoftware (including all copies, modifications, and Derivative Works except as otherwise expressly permitted), including any and all Intellectual Property Rights embodied therein. Partner agrees to

take appropriate action by instruction or agreement with its employees, agents, contractors, and sub-licensees who are permitted access to the Programs and/or Services to fulfill Partner's obligations under this Agreement.

7.2 Trademarks and Logos. The Marks are the exclusive property of HCLSoftware, and Partner may not modify the Program/Services or any copyrights, proprietary notices, or trademarks contained in the Programs/Services without HCLSoftware's prior written consent. Partner recognizes HCLSoftware's or its licensors' ownership and title to the trade names and HCLSoftware Marks and the goodwill attaching to the trade names and HCLSoftware Marks. Partner agrees that any goodwill that accrues because of its use of the trade names and/or HCLSoftware Marks belongs to HCLSoftware. Partner agrees not to use, employ or attempt to register any trademarks or trade names that are confusingly similar to the HCLSoftware Marks or trade names. Partner will not take any action that jeopardizes HCLSoftware's proprietary rights or acquire any rights in the Marks, nor use any of the Marks as part of its name or web domain name. Partner may only market the Programs/Services for the purpose of its activity authorized under an Addendum, and in accordance with this Base Agreement and any Policies or applicable guidelines provided by HCLSoftware. Partner shall not attach the Marks to any products/services other than the HCLSoftware Programs/Services. HCLSoftware may from time to time use other or additional marks with respect to any Programs/Services. This provision of the Agreement governing Partner's use of the HCLSoftware Marks shall also apply to such other marks. Any use of HCLSoftware's trademarks in a form or manner not supplied by HCLSoftware shall be subject to HCLSoftware's prior written approval, and Partner agrees to promptly notify HCLSoftware of any unauthorized use of the Marks of which it has any actual knowledge. Upon termination of this Base Agreement and/or an Addendum, any permission or right to use any of the Marks granted hereunder shall cease to exist, and Partner shall cease immediately any use of the Marks.

7.3 Feedback. HCLSoftware shall have the perpetual, royalty-free right to use and exploit for its own business purposes any feedback, ideas for improvements or modifications relating to the Programs and/or Services that are suggested or provided by Partner or Customers.

7.4 Injunctive Relief. In the event of any breach of the provisions of this Section 7, Partner agrees that HCLSoftware would suffer irreparable harm and shall therefore be entitled to obtain injunctive relief against Partner.

8. WARRANTY DISCLAIMERS/LIMITATION OF LIABILITY/INDEMNIFICATION

8.1 Warranties. In addition to any applicable warranty specified in a relevant Addendum, each party represents and warrants that (a) the person who has signed this Base Agreement for the party, is authorized to execute and deliver this Base Agreement on its behalf, and (b) the party possesses all rights necessary to grant the rights herein. THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES AND HCLSoftware HEREBY DISCLAIMS TO THE FULL EXTENT PERMITTED BY LAW ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE; NOR ARE THERE ANY WARRANTIES CREATED BY A COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE. EXCEPT AS PROVIDED HEREIN, ANY SOFTWARE, EQUIPMENT, AND/OR SERVICE PROVIDED BY HCLSoftware IS "AS-IS" AND WITHOUT REPRESENTATION OR ANY WARRANTY OF ANY KIND.

8.2 Warranty Disclaimers. Partner will not promote, make, or create any representations or any warranties, express or implied, concerning HCLSoftware's Programs or Services, other than those stated in HCLSoftware's promotional materials or End User Agreement.

8.3 Limitation of Liability. EXCEPT FOR CLAIMS ARISING UNDER SECTIONS 6.1, 8.6, OR SECTION 1 OF AN ADDENDUM, IN NO

EVENT SHALL EITHER PARTY (AND ITS AFFILIATES) HAVE ANY RIGHT HEREUNDER AGAINST THE OTHER FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING ANY SUCH DAMAGES FOR LOST PROFITS. IN NO EVENT WILL THE TOTAL COLLECTIVE LIABILITY OF HCLSOFTWARE (AND ITS AFFILIATES) UNDER THE AGREEMENT EXCEED THE AGGREGATE FEES PAID BY PARTNER TO HCLSOFTWARE, UNDER THE APPLICABLE ORDER, DURING THE PRECEDING TWELVE-MONTH PERIOD FOR THE AFFECTED PROGRAM(S) AND/OR SERVICE(S) (LESS ANY DAMAGES HCLSOFTWARE OR HCLSOFTWARE AFFILIATES HAVE PAID TO CUSTOMER OR CUSTOMER AFFILIATES FOR THE SAME CLAIM).

8.4 Indemnification by HCLSoftware. HCLSoftware shall at its option defend or settle any third party (except Customer) claim or action brought against Partner alleging that the software, Documentation, or Services provided by HCLSoftware and used in accordance with the Agreement infringe upon, violate, or misappropriate any patent, copyright, trademark, trade secret, or intellectual property right of any third party and shall pay amounts finally awarded by a court against the Partner or included in a settlement approved by HCLSoftware. In the event that the Programs or Services, or a part thereof, is held, or in HCLSoftware's (as indemnifying party) sole opinion, may be held to constitute an infringement, HCLSoftware, at its option and expense, may either (a) procure for Partner the right to use and distribute the infringing HCLSoftware Program or Service, (b) modify the Program or Service so it becomes non-infringing, (c) replace the Program or Service with functionally equivalent non-infringing materials reasonably acceptable to Partner, or (c) if neither of such options is practical then terminate the Addendum and any applicable Order with respect to such Program or Service upon notice to Partner.

8.5 HCLSoftware will have no liability to the extent the alleged infringement arises from (i) the use of the Program or Service in a manner not specified in relevant Documentation or as otherwise authorized in writing by HCLSoftware, (ii) use of other than a then most current release of the Program or Services, (iii) combinations of any of the Program or Service with any Partner's or third party service, software, hardware, or firmware or (iv) the furnishing to Partner of any information, service, or technical support by a third party not authorized by HCLSoftware in conjunction with a Program or Service.

8.6 Indemnification by Partner. Partner shall indemnify, defend, and hold harmless HCLSoftware and its Affiliates/representatives from any and all third-party claims, proceeding, and damages (including, but not limited to personal injury, property damage, and unfair competition) brought against HCLSoftware arising from (a) the marketing, distribution, or use of the parts of a product, service or Value Added Solution not provided by HCLSoftware, (b) any claim or alleged breach of the Agreement or any agreement Partner has with a Customer irrespective of HCLSoftware's fault, (c) any combination, modification, or integration of HCLSoftware Programs with other software used by Partner in providing a service or Value Added Solution which infringes, misappropriates, or otherwise violates any third party intellectual property rights, and (d), infringement of HCLSoftware's Intellectual Property Rights by Partner or end users/Customers, including any misuse of HCLSoftware brands, and any warranty given or representation made by the Partner to an end user/Customer or prospective Customer in breach of Section 8.2. Without limiting or releasing Partner of any liability, the indemnity obligation under this Section 8.6 also includes Partner's obligation to assist HCLSoftware in enforcing HCLSoftware's rights under an End User Agreement or if applicable, Partner's end user agreement.

8.7 Defense and Settlement. The indemnifying party will pay any settlement amounts it authorizes and all costs, damages and attorneys' fees that a court finally awards if the other party (a) promptly provides the indemnifying party with written notice of the claim (provided that failure to give such notice shall not excuse a party's indemnification obligations except to the extent it is prejudiced by such failure), and (b) allows the indemnifying party to control, and cooperates with it in, the defense of the claim and

settlement negotiations. The indemnified party will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires it to admit wrongdoing or liability or subjects it to any ongoing affirmative obligations.

8.8 THE FOREGOING SECTION 8 STATES THE ENTIRE LIABILITY AND OBLIGATIONS OF HCLSOFTWARE AND THE EXCLUSIVE REMEDY OF PARTNER, WITH RESPECT TO ANY THIRD-PARTY CLAIMS REGARDING ALLEGED OR ACTUAL INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS BY HCLSoftware.

9. AUDIT.

For the sole purpose of ensuring compliance with the Agreement, HCLSoftware shall have the right, either directly or through an independent nationally recognized certified public accounting firm, to conduct a reasonable and necessary audit of portions of the books and records of Partner which are relevant to the amounts payable to HCLSoftware pursuant to the Agreement to verify compliance with the restrictions and obligations herein and, where relevant, Customer's compliance with the terms of the End User Agreement. Such audit shall be conducted after ten days prior written notice to Partner. Such audits shall not be made more frequently than once every twelve months unless otherwise specified in Addendum and no audit right shall apply following termination of the Agreement unless Partner has not paid HCLSoftware at any time in the twelve (12) months preceding the date such audit is requested. HCLSoftware's costs in conducting an audit will be borne by HCLSoftware unless the audit discloses that Partner has underpaid accrued fees by five percent (5%) or more, in which case the cost of such audit will be borne by Partner.

10. MISCELLANEOUS

10.1 Severability. If any term, provision, covenant, or condition of the Agreement is held invalid or unenforceable for any reason, the remainder of the provisions will continue in full force and effect as if the Agreement had been executed with the invalid portion eliminated. The parties further agree to substitute for the invalid provision a valid provision that most closely approximates the intent and economic effect of the invalid provision. The Agreement may only be amended in a writing signed by both parties' authorized signatories. No provision in the Agreement is intended or shall create any rights with respect to the subject matter of the Agreement in any third party. The Agreement may be executed in counterparts. **This Agreement shall supersede all prior agreements, arrangements or understandings, whether written or oral, pertaining to the resale or distribution of HCLSoftware Programs and/or Services.**

10.2 Alternate Dispute Resolution. (i) The parties agree to cooperate in good faith in all actions relating to the Agreement, to communicate openly and honestly, and to attempt to avoid disputes in connection with the Agreement. In the event a dispute arises between the parties concerning the Agreement that cannot be resolved informally, it shall be resolved in accordance with following: (i) If a dispute arises over the amount of funds that the Partner is to remit to HCLSoftware, Partner shall remit all funds that are not in dispute to HCLSoftware, hold the disputed funds in escrow, and the amount in dispute shall be resolved in accordance with this Section; (ii) the parties agree that the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which may be directly affected by such dispute; (iii) any and all disputes which cannot be resolved informally may be settled by final and binding arbitration which shall take place in the Partner's city and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof, in accordance with Section 10.4 (Governing Law); (iv) each party shall pay one-half of the reasonable fees and expenses of the neutral arbitrator. All other fees and expenses of each party, including without limitation, the fees and expenses of its counsel, witnesses, and others acting for it, and arbitrators not jointly appointed, shall be paid by the party incurring such costs; and (v) the arbitrator shall have no

authority to add to, delete from, or otherwise modify any provision of the Agreement, or to issue an award having such effect.

10.3 Neither party will bring a legal action under the Agreement more than two years after the cause of action arose. Each party waives its right to a jury trial in any resulting litigation.

10.4 Governing Law; Jurisdiction; and Waiver of Jury Trial. For purchases in the U.S., any claims arising under or relating to this Agreement will be governed by the internal substantive laws of the State of California or federal courts located in California, without reference to (i) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (ii) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (iii) other international laws. For purchases in the U.S., each party (i) hereby irrevocably agrees to submit to the jurisdiction and venue in the courts of the State of California for all disputes and litigation arising under or relating to this Agreement and (ii) waives any right to a jury trial in any proceeding arising out of or related to this Agreement. For purchases in the Middle East and African countries, any claims arising under or relating to this Agreement will be governed by the Law of England and Wales, without reference to (i) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (ii) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (iii) other international laws and each party hereby irrevocably agrees to submit to the jurisdiction and venue in the courts of England and Wales for all disputes and litigation arising under or relating to this Agreement. For purchase outside the U.S., except Middle East and African countries, both parties agree to the application of the laws of the country in which Partner obtained the Program and/or Service to govern, interpret, and enforce all of Partner's and HCLSoftware's respective rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without reference to (i) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (ii) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (iii) other international laws. Furthermore, all rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, are subject to the jurisdiction of the courts of the country in which Partner obtained the Program and/or Service.

10.5 Assignment. HCLSoftware may assign, delegate, subcontract or transfer this Agreement or any Order, in whole or in part, including but not limited to, its payment rights hereunder. Partner shall not assign or transfer this Agreement or an Order without the prior written consent of HCLSoftware. Except as mentioned herein, any attempted assignment or transfer by Partner of this Agreement or an Order is null and void.

10.6 Notices. Formal or legal notices required to be served under the Agreement shall be deemed effective when received and made (a) in writing, (b) delivered in person or sent by certified or registered mail or by private courier, postage prepaid, and addressed as above or to such other address as is given in accordance with this Section 10.6, and (c) effective upon receipt. The parties consent to the use of electronic means for communications provided such notification is also subsequently delivered by a method identified above at which point it will be deemed received upon its receipt.

10.7 Force Majeure. Neither party will be liable for any failure to perform (except Partner's monetary obligations and each party's confidentiality obligations) due to circumstances that it could not have reasonably foreseen or causes beyond its reasonable control, including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, epidemic, pandemic, delay in delivery by vendors, fire, flood, accident, strikes, inability to secure transportation, facilities, fuel, energy, labor, or materials. In the event of force majeure, time for delivery or other performance will be extended for a period equal to the duration of the delay caused thereby.

10.8 Independent Contractors. Each party acknowledges that the parties to the Agreement are independent contractors and that it will not, except in accordance with the Agreement, represent itself as a legal representative, franchisee, joint venturer, agent, or employee of the other.

10.9 Modification. Except as otherwise provided herein, no modification, course of conduct, amendment, supplement to or waiver of the Agreement or any provisions hereof will be binding upon the parties unless made in writing and duly signed by both the parties.

10.10 US Federal Government Use. Partner will not directly or indirectly provide any Programs, Services, or Documentation to any other governmental or public entity without the prior written permission of HCLSoftware. 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. HCLSoftware (and its Affiliates) shall have no liability in connection with such purchase/sales. HCLSoftware shall determine what constitutes a direct or indirect sale to the U.S. federal government, or local or international governmental or public entity. Partner represents that Programs, Services, and Documentation delivered to an agency or instrumentality of the United States government shall identify the Programs, Services, and Documentation as “commercial computer software” and “commercial computer software documentation” and, as specified in FAR 12.212 or DFARS 227.7202, and their successors, as applicable, shall restrict the government’s rights to use, reproduce or disclose such Programs,

Services, and accompanying Documentation in accordance with the terms of HCLSoftware’s then-current standard End User Agreement.

10.11 Waiver. No waiver of any breach of any provision of the Agreement shall constitute a waiver of any subsequent breach of the same or any other provision of the Agreement. If any provision of the Agreement is held invalid, such invalidity will not affect other provisions, which can be given effect without the invalid provision, and to this end, the provisions of the Agreement are declared severable and independent.

10.12 No Harm upon Termination. Except as otherwise expressly provided herein or under an Addendum, upon the expiration or termination of any part or whole of the Agreement, Partner shall not be entitled to, and each to the fullest extent permitted by law waives, any statutorily prescribed or damages for loss of goodwill, clientele, prospective profits, investments, or anticipated sales or commitments of any kind associated with termination of the arrangements herein. The parties acknowledge that this Section has been included as a material inducement for Partner and HCLSoftware to enter into the Agreement and that Partner and HCLSoftware would not have entered into the Agreement but for the limitations of liability set forth herein

10.13 Survival of Terms. The provisions of the Agreement that by their nature extend beyond the expiration date or termination of the Agreement will survive and remain in effect until all obligations are satisfied.

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