

1. **Applicability:** This end user license agreement (the "Agreement") governs the use of the software acquired by your organization, unless it is subject to a separate written agreement executed between you and HCLTech Technologies Limited, a company incorporated under the laws of India ("HCLTech") governing such software. By downloading, copying, or using the software you agree to all terms of this Agreement.
2. **Terms:** This Agreement includes supporting material accompanying the software or referenced by HCLTech, which may be software license information, additional license authorizations, software specifications, published warranties, supplier terms, open source software licenses and similar content ("Supporting Material"). Additional license authorizations for each product software are available at <https://www.hcltech.com/software/licensing>, Supporting Materials for the software acquired by you are deemed to be an integral part of this Agreement. In the Supporting Materials, any reference to HPE or any affiliated entity of HPE shall be deemed to mean and substituted by HCLTech for all purposes.
3. **Authorization:** If you agree to this Agreement on behalf of another person or entity, you warrant you have authority to do so.
4. **Consumer Rights:** If you obtained software as a consumer, nothing in this Agreement affects your statutory rights.
5. **Electronic Delivery:** HCLTech may elect to deliver software and related software product or license information by electronic transmission or download. During the transition period (expected until May 31, 2025), such electronic delivery may be from a site owned or hosted by Hewlett Packard Enterprise Company ("HPE"). Irrespective of where from such software is downloaded, your downloading, copying and usage of software shall be governed by the terms of this Agreement and Supporting Materials.
6. **License Grant:** If you abide by this Agreement, HCLTech grants you a non-exclusive nontransferable license to use one copy of the version or release of the accompanying software for your internal purposes only and is subject to any specific software licensing information that is in the software product or its Supporting Material.

Your use is subject to each of the following restrictions, unless specifically allowed in Supporting Material:

- You will not use software to provide services to third parties.
- You will not make copies and distribute, resell or sublicense software to third parties.
- You will not download and use patches, enhancements, bug fixes, or similar updates unless you have a license to the underlying software. However, such license doesn't

automatically give you a right to receive such updates and HCLTech reserves the right to make such updates only available to customers with support contracts.

- You will not copy software or make it available on a public or external distributed network.
- You will not allow access on an intranet unless it is restricted to authorized users.
- You may make one copy of the software for archival purposes or when it is an essential step in authorized use.
- You will not modify, reverse engineer, disassemble, decrypt, decompile or make derivative works of software. If you have a mandatory right to do so under statute, you must inform HCLTech in writing about such modifications.

**7. Remote Monitoring:** Some software may require keys or other technical protection measures and HCLTech may monitor your compliance with the Agreement, remotely or otherwise. If HCLTech makes available a license management program for recording and reporting license usage information, you will use such program no later than 90 days from the date it's made available.

**8. Ownership:** No transfer of ownership of any intellectual property will occur under this Agreement.

**9. Copyright Notices:** You must reproduce copyright notices on software and documentation for authorized copies.

**10. Data Privacy:** You authorize HCLTech and its affiliates to store and use your business contact information wherever you do business, in connection with your use of HCLTech software and related services or support, or in furtherance of HCLTech's business relationship with you. To assist you in isolating the cause of an error or problem with the software, HCLTech may request that you send certain information to HCLTech. Such information may include metadata, usage metrics, and/or system data, excluding personally identifiable information. You acknowledge that HCLTech uses information about errors and problems to improve its products and services and to assist with its provision of related support offerings. You are responsible for ensuring that such data is backed up before providing same and that it is sent only through HCLTech approved secure channels. To the extent you provide any personally identifiable information to HCLTech for purposes of using the software, or for receiving support or related services (including information contained in a support ticket or file attachment), such information shall be processed by HCLTech as a data processor. To the extent personal data from the European Economic Area (EEA), the United Kingdom and Switzerland are processed by HCLTech, the Standard Contractual Clauses shall apply. You acknowledge that you shall have no reason to provide sensitive personal data/special category of personal data to HCLTech for any purposes and shall not include same in any support ticket or file attachment without HCLTech's prior express written consent.

**11. Operating Systems:** Operating system software may only be used on approved hardware and configurations. Page 3 of 6

**12. Limited Warranty for HCLTech Software:**

- a. HCLTech-branded software materially conforms to its specifications, if any, and is free of malware at the time of delivery; if you notify HCLTech within 90 days of delivery of non-conformance to this warranty, HCLTech will replace your copy. This Agreement states all remedies for warranty claims.
- b. HCLTech does not warrant that the operation of software will be uninterrupted or error free, or that software will operate in hardware and software combinations other than as authorized by HCLTech in Supporting Material. To the extent permitted by law, HCLTech disclaims all other warranties, statutory, express or implied.

**13. Intellectual Property Rights Infringement:** HCLTech will defend and/or settle any claims against you that allege that HCLTech-branded software as supplied under this Agreement infringes the intellectual property rights of a third party. HCLTech will rely on your prompt notification of the claim and cooperation with our defense. HCLTech may modify the software so as to be non-infringing and materially equivalent, or we may procure a license. If these options are not available, we will refund to you the amount paid for the affected product in the first year or the depreciated value thereafter. HCLTech is not responsible for claims resulting from any unauthorized use of the software. You acknowledge that HCLTech has exclusive right, title and interest in and to all of the intellectual property rights in and to the software. Notwithstanding the use of the terms "purchase", "sale", or any similar terminology in connection with a transaction contemplated by this Agreement, the software is licensed, not sold.

**14. Limitation of Liability:** HCLTech's liability to you under this Agreement is limited to the amount actually paid by you to HCLTech for the relevant software, except for amounts in Section 13 ("Intellectual Property Rights Infringement"). Neither you nor HCLTech will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages. This provision does not limit either party's liability for: unauthorized use of intellectual property, death or bodily injury caused by their negligence; acts of fraud; willful repudiation of the Agreement; or any liability that may not be excluded or limited by applicable law.

**15. Termination:** This Agreement is effective until terminated or in the case of a limited-term license, upon expiration; however, your rights under this Agreement terminate if you fail to comply with it. Immediately upon termination or expiration, you will destroy the software and documentation and any copies, or return them to HCLTech. We may ask you to certify in writing you have complied with this section. Warranty disclaimers,

the limitation of liability, this section on termination, and Section 16 ("General") will survive termination.

#### **16. General:**

- a. Assignment: You may not assign this Agreement without prior written consent of HCLTech. Such assignment may be subject to payment of transfer fees as reasonably determined by HCLTech. Authorized assignments will terminate your license to the software, and you must deliver software and documentation and copies thereof to the assignee. The assignee will agree in writing to this Agreement.
- b. U.S. Government: If the software is licensed to you for use in the performance of a U.S. Government prime contract or subcontract, you agree that consistent with FAR 12.211 and 12.212, commercial computer software, computer software documentation and technical data for commercial items are licensed under HCLTech's standard commercial license.
- c. Global Trade Compliance: You agree to comply with the trade-related laws and regulations of the U.S. and other national governments. If you export, import or otherwise transfer products provided under this Agreement, you will be responsible for obtaining any required export or import authorizations. You confirm that you are not located in a country that is subject to trade control sanctions (currently Cuba, Iran, N. Korea, N. Sudan, Russia, Syria and the Crimea, Donetsk, and Luhansk regions of Ukraine) and further agree that you will not retransfer the products to any such country. HCLTech may suspend its performance under this Agreement to the extent required by laws applicable to either party.
- d. Audit: HCLTech may audit you for compliance with the software license terms. Upon reasonable notice, HCLTech may conduct an audit during normal business hours (with the auditor's costs being at HCLTech's expense). If an audit reveals that you are using more than the licensed capacity, then you will pay to HCLTech for such under-licensed software at full list price. If underpayments discovered exceed five (5) percent, you will reimburse HCLTech for the costs of such audit.
- e. Open Source Components: To the extent the Supporting Material includes open source licenses, such licenses shall control over this Agreement with respect to the particular open source component. To the extent Supporting Material includes the GNU General Public License or the GNU Lesser General Public License: (i) the software includes a copy of the source code; or (ii) if you downloaded the software from a website, a copy of the source code is available on the same website; or (iii) if you send HCLTech written notice, HCLTech will send you a copy of the source code for a mutually agreed fee.
- f. Notices: Written notices under this Agreement may be provided to HCLTech via the method provided in the Supporting Material.

- g. Governing Law: 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 without reference to any conflicts of law principle or other international laws. For purchases in the U.S., both you and HCLTech (i) hereby irrevocably agree to submit to the jurisdiction and venue in the courts of the State of California in Santa Clara County for all disputes and litigation arising under or relating to this Agreement and (ii) waive 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 English laws, without reference to any conflicts of law principle or other international laws and each party hereby irrevocably agrees to submit to the jurisdiction and venue in the courts of England for all disputes and litigation arising under or relating to this Agreement. For purchase outside the U.S., Middle East and African countries, you agree to the application of the laws of the country in which you obtained the software license to govern, interpret, and enforce all of your and HCLTech's respective rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without reference to any conflicts of law principle or 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 you obtained the software. You and HCLTech agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.
- h. Force Majeure: Neither party will be liable for performance delays nor for nonperformance due to causes beyond its reasonable control, except for payment obligations.
- i. Conflict: In the event of a conflict between this Agreement and a purchase order related to this Agreement, the terms of the purchase order will prevail solely with respect to such purchase order. If there is a conflict between the terms this Agreement and Support Material for a software, the terms of this Agreement will prevail. In the event of a conflict between the terms of a click-wrap version or PDF version of this Agreement; and the terms of a negotiated physically signed version of this Agreement, the terms of the negotiated physically signed version of this Agreement shall govern.
- j. Independent Contractors: The relationship between the parties is that of independent contractors. This Agreement does not constitute a partnership or joint venture between you and HCLTech. You are not the representative or agent of HCLTech and HCLTech is not the representative or agent of you, and neither will so hold itself out publicly or to any third party or incur any liability for the other party.
- k. Severability: The terms and conditions stated herein are declared to be severable. If any provision or provisions of this Agreement will be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

- I. Entire Agreement: This Agreement represents our entire understanding with respect to its subject matter and supersedes any previous communication or agreements, written or oral, that may exist. Modifications to the Agreement will be made only through a written amendment signed by both parties. If HCLTech doesn't exercise its rights under this Agreement, such delay is not a waiver of its rights.

-----