

HCLTech Customer Terms – Software-as-a-Services

This HCLTech Customer Terms – Software-as-a-Service (“Master Terms”) is by and between Customer and HCL Technologies Limited, a company incorporated under the laws of India and having its registered offices at 806 Siddharth, 96 Nehru Place, New Delhi-110019, HCL America, Inc., a California corporation with an office at 2600 Great America Way, Suite 101 and 401, Santa Clara CA 95054, and any affiliates thereof listed in an Order (together referred to as “HCLTech”) and governs the receipt and use by Customer of software-as-a-service provided by HCLTech hereunder, as well as any HCLTech related implementation services and/or support set forth in an Order (collectively, “HCLTech SaaS”). HCLTech and Customer are hereinafter referred to individually or collectively, as “Party” or “Parties.” The Parties agree to the Master Terms by executing an Order hereunder.

The Master Terms, HCLTech’s then current applicable exhibit(s) hereunder as listed at the end of the Master Terms (“Exhibits”), and Orders are the complete agreement regarding transactions hereunder (together, the “Agreement”) under which Customer may order HCLTech SaaS. Exhibits provide a description and other information (including any additional terms and conditions) regarding a specific HCLTech SaaS, including information on any purchased implementation services (“Implementation Services”) and support (“Support”). An Order is a mutually agreed written or electronic document, subject to the terms and conditions of the Master Terms and identifies the HCLTech SaaS (including any Implementation Services and Support) to be provided, quantity/usage limits of each HCLTech SaaS to be provided, applicable fees, taxes, payment terms, and any other applicable terms (including but not limited to a listing of any additional authorized users which for avoidance of doubt Customer shall be responsible for ensuring their agreement and compliance with the terms hereof). Any conflicting terms in an Exhibit or Order that override parts of these Master Terms will be expressly identified in the Exhibit or Order accepted by the Parties and only apply to the specific transaction.

HCLTech Limited is the owner and licensor of all HCLTech SaaS and all associated intellectual property rights. HCL America Inc. is a wholly owned subsidiary of HCLTech Limited. HCL America Inc. is not a sub-licensor of the HCL Technologies Limited intellectual property rights. HCL Technologies Limited is not a sub-licensor of the HCL America Inc. intellectual property rights. HCLTech SaaS is obtained solely in connection with Orders executed by both Parties. Each Order is subject to the terms of the Master Terms and Exhibits, and deemed to be a discrete contract, separate from each other Order, unless expressly stated otherwise therein.

Orders may be entered into under the Master Terms by and between (a) any HCLTech entity(ies) and (b) Customer or an Affiliate of Customer. With respect to an Order, the term HCLTech or Customer will be deemed to refer to the entities that execute such Order, but in all cases Customer is fully responsible for ensuring its Affiliates’ (and other authorized users’) agreement and compliance with the terms hereof (including any Order). Neither acceptance of the Master Terms nor anything contained herein will obligate either Party to enter into any Orders. In the event an Order is proposed by HCLTech, and is deemed to constitute an offer, then acceptance of such offer is limited to its terms. In the event Customer proposes or accepts an Order by submitting a Customer purchase order, order document, acknowledgment, or other Customer communication, then regardless of whether HCLTech acknowledges, accepts, or fully or partially performs under any such

document, HCLTech objects and rejects any additional or different term(s) in such document and none of such additional or different terms will become part of the agreement between the Parties even if HCLTech uses or refers to such document for invoicing purpose. Solely for administrative convenience of the Parties in ordering hereunder, Customer may issue a purchase order in lieu of the Parties signing the HCLTech standard Order form and such purchase order shall then be deemed an Order for ordering purposes. Such purchase order shall be subject to the Master Terms and its Exhibits, 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, service selected, and quantity for ordering hereunder. All references hereunder 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, HCLTech may accept the purchase order by processing it.

The Master Terms apply to HCLTech and its Affiliates participating hereunder and to Customer and its Affiliates participating hereunder. Each Party shall coordinate the activities of its own Affiliates under the Agreement. "**Affiliates**" means an entity that controls, is controlled by, or shares common control with a Party, where such control arises from either (i) a direct or indirect ownership interest of more than fifty percent (50%) of the outstanding voting stock and/or equivalent interest, or (ii) the power to direct or cause the direction of the management and policies, whether through the ownership of voting stock and/or equivalent interest, by contract, or otherwise, equal to that provided by a direct or indirect ownership of more than fifty percent (50%) of the outstanding voting stock and/or equivalent interest.

1. SaaS Services

- a. Technical support and service level commitments for each HCLTech SaaS, if applicable, are specified in the applicable Exhibit.
- b. Customer accepts the Master Terms and its Exhibits by ordering, enrolling, using, or making a payment for the HCLTech SaaS. When HCLTech accepts Customer's order, HCLTech provides Customer the authorizations specified in the applicable Exhibit.
- c. HCLTech will provide the facilities, personnel, equipment, software, and other resources necessary to provide the HCLTech SaaS and, as an Exhibit(s), any generally available user guides and documentation to support Customer's use of the HCLTech SaaS. A HCLTech SaaS may require the use of enabling software that Customer downloads to Customer systems to facilitate use of the HCLTech SaaS. Customer may use enabling software only in connection with use of the HCLTech SaaS and according to any licensing terms if specified in an applicable Exhibit. Any enabling software is provided as-is, without warranties of any kind.
- d. Customer will provide hardware, software and connectivity to access and use the HCLTech SaaS, including any required Customer-specific URL addresses and associated certificates.

- e. Customer may access a HCLTech SaaS only to the extent of authorizations acquired by Customer. Customer is responsible for use of HCLTech SaaS by any user who accesses the HCLTech SaaS with Customer's account credentials. A HCLTech SaaS 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, Customer may not use HCLTech SaaS if failure of the HCLTech SaaS could lead to death, bodily injury, or property or environmental damage. Customer shall not: (i) reverse engineer any portion of a HCLTech SaaS; (ii) assign or resell direct access to a HCLTech SaaS to a third party outside Customer's organization or use the HCLTech SaaS for any reason other than Customer's internal business purpose; or (iii) combine HCLTech SaaS with Customer's value add to create a commercially available Customer branded solution that Customer markets to its end user customers unless otherwise agreed in writing by HCLTech.
- f. Customer shall keep strictly confidential all materials and information provided by HCLTech. Customer may not copy or disclose any HCLTech intellectual property and/or information to any third party or use the same for any purpose other than for using the HCLTech SaaS in accordance with the terms of the Agreement.

2. **Content and Data Protection**

- a. "**Content**" consists of all data, software, and information that Customer (or its authorized users) provides, authorizes access to, or inputs to the HCLTech SaaS. Use of the HCLTech SaaS will not affect Customer's ownership or license rights in such Content. HCLTech, its Affiliates, and contractors of either, may access and use the Content solely for the purpose of providing and managing the HCLTech SaaS. HCLTech will treat all Content as confidential by not disclosing Content except to HCLTech employees and contractors and only to the extent necessary to deliver the HCLTech SaaS, except for any Content that: (i) is or becomes generally known to the public, through no wrongful act of HCLTech; (ii) was known to HCLTech prior to its disclosure; (iii) is lawfully received from a third party; or (iv) was independently developed by HCLTech. Furthermore, HCLTech may disclose Content to the extent compelled by law to do so, provided HCLTech gives the Customer prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Customer's cost and expense, if the Customer wishes to contest the disclosure.
- b. Customer is responsible for obtaining all necessary rights and permissions to enable, and grants such rights and permissions to, HCLTech, its Affiliates, and contractors of either, to use, provide, store and otherwise process Content in the HCLTech SaaS. This includes Customer making necessary disclosures and obtaining consent, if required, before providing individuals' information, including personal or other regulated data in such Content. If any Content could be subject to governmental regulation or may require security measures beyond those specified by HCLTech for a HCLTech SaaS, Customer will not input, provide, or allow such Content

unless specifically permitted in the terms of the relevant Exhibit or unless HCLTech has otherwise first agreed in writing to implement additional security and other measures.

- c. HCLTech shall comply with its applicable data privacy obligations under the law as a data processor and Customer shall comply with its applicable obligations as a data controller, including but not limited to issuance of privacy notices and securing consents. Additional information on the Parties' respective data privacy obligations is set forth in the applicable Exhibit.
- d. HCLTech may charge for certain activities performed at Customer's request (such as delivering Content in a specific format). HCLTech does not archive Content, however some Content may remain in HCLTech backup files until expiration of such files as governed by HCLTech's backup retention practices.
- e. Upon request by either Party, HCLTech, Customer 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 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.

3. Changes

- a. Customer acknowledges that HCLTech may modify Exhibits from time to time at HCLTech's sole discretion and such modifications will replace prior versions as of the effective date. The intent of any modification will be to: (i) improve or clarify existing commitments; (ii) maintain alignment to current adopted standards and applicable laws; (iii) provide additional features and functionality; or (iv) provide for other purposes reasonably related to the foregoing. Modifications to the Exhibits will not result in a material reduction of the HCLTech SaaS.
- b. HCLTech may withdraw a HCLTech SaaS on twelve (12) months' notice and in such instance HCLTech will continue to provide the HCLTech for the remainder of Customer's unexpired term in case of a fixed term and for all other cases work with Customer to migrate to another HCLTech offering. Access to any non-HCLTech services hereunder may be withdrawn by HCLTech at any time.
- c. Since the Master Terms may apply to many future Orders, HCLTech may modify the Master Terms by providing Customer at least three months' written notice. Changes are not retroactive; they apply, as of the effective date, only to new Orders, ongoing Orders that do not expire, and renewals. For transactions with a defined renewable contract period stated in an Order, Customer may request that HCLTech defer the change effective date until the end of the current contract period. Customer accepts changes by placing new Orders or continuing use after the change effective date or allowing transactions to renew after receipt of the change notice. Except as provided above, all changes to the Agreement must be in writing accepted by both Parties.

4. Warranties

- a. HCLTech warrants that it provides HCLTech SaaS using commercially reasonable care and skill. The warranty for a HCLTech SaaS shall end upon the termination or expiration of the HCLTech SaaS term under the applicable Order (but warranty for Implementation Services ends upon completion of those services/on the “go live” date of the software-as-a-service). The sole and exclusive remedy for breach of the HCLTech warranty shall be HCLTech’s reperformance, during the applicable warranty period, of the service at issue.
- b. HCLTech does not warrant uninterrupted or error-free operation of a HCLTech SaaS or that HCLTech will correct all defects or prevent third party disruptions or unauthorized third party access.
- c. The warranties stated in this Section 4 are the exclusive warranties from HCLTech and replace all other warranties, including the implied warranties or conditions of satisfactory quality, merchantability, non-infringement, and fitness for a particular purpose. HCLTech warranties will not apply if there has been misuse, modification, damage not caused by HCLTech, or failure to comply with instructions provided by HCLTech.

5. Payment

- a. Fees. Customer will pay any and all fees as detailed in the Order, including but not limited to any Cost-Of-Living Adjustments (“COLA”). Except as provided therein, all amounts in the Order are in United States Dollars (USD). Unless the Order provides otherwise, HCLTech will invoice Customer annually in advance. Customer will pay HCLTech for the amounts due, owing, and duly invoiced under the Order within thirty (30) days of the date of invoice. Customer shall make all payments pursuant to the Order through electronic transfer of funds to the designated bank accounts as nominated by HCLTech in writing. Overdue amounts payable under the 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 agreed to in writing by HCLTech, including any applicable Order, all fees are nonrefundable and non-cancelable.
- b. Taxes. All fees quoted are exclusive of taxes. Customer 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 HCLTech’s net income, gross revenue or employment obligations. If HCLTech 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. Customer 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 HCLTech after deduction of applicable withholding tax is the same, had there been no withholding tax applicable. Customer is solely responsible for timely and accurate payment of applicable taxes and fees, irrespective of what HCLTech’s invoice may state. Subject to applicable laws and

presentation of a valid tax exemption certificate provided within the period of the payment terms, HCLTech will make relevant adjustments in the invoice. Customer shall remain liable for any incorrect claims of tax exemptions.

6. **Liability and Indemnity**

- a. HCLTech's entire maximum cumulative liability for all claims (regardless of nature, whether under contract, tort, statute, indemnity, or otherwise) related to the Agreement will not exceed the amount of any actual direct damages incurred by Customer up to the amounts paid hereunder by Customer to HCLTech, under the applicable Order, during the preceding twelve (12) month period for the affected service (whether applicable software-as-a-service, Support, Implementation Services, or otherwise). HCLTech will not be liable for special, incidental, exemplary, indirect, or economic consequential damages, lost profits, business, value, revenue, goodwill, or anticipated savings, business interruption or loss/corruption of data. These limitations apply collectively to HCLTech, its Affiliates, contractors, and suppliers, and Customer shall ensure that its users (whether Affiliates or otherwise) agree to same.
- b. Damages that cannot be limited under applicable law are not subject to the above cap.
- c. If an unaffiliated third party asserts a claim against Customer that a HCLTech SaaS acquired under the Agreement infringes a patent or copyright, HCLTech will at its election settle such claim or defend Customer against that claim and pay amounts finally awarded by a court against Customer or included in a settlement approved by HCLTech, provided that Customer promptly: (i) notifies HCLTech in writing of the claim; (ii) supplies information requested by HCLTech; and (iii) allows HCLTech to control, and reasonably cooperates in, the defense and settlement, including mitigation efforts.
- d. HCLTech has no responsibility for claims based on non-HCLTech products and services, items not provided by HCLTech, any violation of law or third-party rights caused by Customer's Content, materials, designs, or specifications, or for any act or omission of Customer or its representatives, or of any non-HCLTech person or entity, including but not limited to: (i) modification of the HCLTech SaaS by a party other than HCLTech; (ii) use of the HCLTech SaaS in combination with hardware, software or cloud infrastructure not provided by HCLTech; (iii) any unauthorized use of the HCLTech SaaS; or (iv) Customer's failure to incorporate updates or upgrades that would have avoided the alleged infringement.

7. **Term and Termination**

- a. The HCLTech SaaS period(s) ("Subscription Period") is/are set forth in the applicable Order. There shall be no extensions or renewals unless agreed to by both Parties in writing.

- b. HCLTech may suspend or limit, to the extent necessary, Customer's use of a HCLTech SaaS if HCLTech determines there is a material breach of Customer's obligations, a security breach, or violation of law. If the cause of the suspension can reasonably be remedied, HCLTech will provide notice of the actions Customer must take to reinstate the HCLTech SaaS. If Customer fails to take such actions within a reasonable time, HCLTech may terminate the HCLTech SaaS. Failure to pay HCLTech (or as applicable, HCLTech's business partner) is a material breach.
- c. HCLTech may terminate or suspend the Agreement and/or any HCLTech SaaS (including Implementation Services or Support) upon written notice to Customer if Customer fails to meet the credit requirements established by HCLTech and does not cure same within thirty (30) days of receipt of written notice from HCLTech (to the extent Customer consent for credit checks is necessary, Customer hereby provides its irrevocable consent for same during the term hereof), or if Customer: (i) files or has filed against it a petition in bankruptcy, (ii) has a receiver appointed to handle its assets or affairs, or (iii) makes or attempts to make an assignment for benefit of creditors. For purposes of this subsection (v), written notice can include email notice. For avoidance of doubt, (i) HCLTech's right to terminate or suspend under this Agreement includes, but is not limited to shutting off Support; and (ii) HCLTech's rights to terminate or suspend are in addition to other rights HCLTech may have.
- d. Either Party may terminate the Agreement: (i) without cause on at least one month's notice to the other after expiration or termination of its obligations under the Agreement; or (ii) immediately for cause, but terminate only with respect to the HCLTech SaaS service at issue (including Implementation Service(s) or Support), if the other is in material breach of the Agreement, provided the one who is not complying is given written notice and thirty (30) days to comply (it being acknowledged that HCLTech may provide notice by email).
- e. Additional termination rights may be set forth in the applicable Order.
- f. Effect of Termination and/or Expiration
 - i) Termination of the Agreement does not terminate existing Orders, and provisions of the Agreement as they relate to such Orders remain in effect until fulfilled or otherwise terminated in accordance with their terms, unless the Agreement has been terminated for cause or in accordance with Section 7(c).
 - ii) If the Agreement or an Order is terminated for cause, terminated in accordance with Section 7(c), terminated for any other reason, or expires, Customer shall pay to HCLTech, on the date of termination/expiration, the total amounts due per the Agreement (or Order) and any termination fees set forth in the Order(s) at issue. Customer's termination for convenience is permitted only where expressly set forth in an Order.

- iii) Upon termination/expiration of the Agreement or upon the termination or expiration of a HCLTech SaaS, HCLTech may assist Customer in transitioning Customer's Content to an alternative technology for an additional charge and under separately agreed terms.
- iv) Any terms that by their nature extend beyond the Agreement termination/expiration remain in effect until fulfilled, and apply to successors and assignees.

8. Governing Laws and Geographic Scope

- a. Each Party is responsible for complying with laws and regulations applicable to its business (and also its Content in the case of Customer); and (ii) import, export and economic sanction laws and regulations, including defense trade control regime of any jurisdiction, including the International Traffic in Arms Regulations and those of the United States that prohibit or restrict the export, re-export, transfer (in-country) or re-transfer (in-country) of products, technology, services or data, directly or indirectly, to or for certain countries, end uses or end users.
- b. 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. Each Party 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 waives any right to a jury trial in any proceeding arising out of or related to this Agreement.
- c. Unless otherwise agreed by the Parties, the rights and obligations of the Customer are valid only in the country of Customer's business address or the locations identified in the applicable Order. If Customer or any user exports or imports Content or use of any portion of the HCLTech SaaS outside the country of Customer's business address or the location identified in the applicable Order, HCLTech will not serve as the exporter or importer. If any provision of the Agreement is invalid or unenforceable, the remaining provisions remain in full force and effect. Nothing in the Agreement affects statutory rights of consumers that cannot be waived or limited by contract.

9. General

- a. Customer agrees that HCLTech may, no more than one time per twelve (12) month period, audit the HCLTech SaaS usage hereunder in order to verify Customer' use in compliance with this Agreement (including Orders). HCLTech may conduct the audit itself or at its option engage an independent third party to do such audit, provided that such third party is subject to confidentiality obligation consistent with the Agreement. Customer will provide all assistance reasonably necessary for HCLTech to carry out such audit. If the audit reveals underpayment, Customer will promptly make such payments. If the audit reveals under-reporting of usage,

Customer will promptly pay the difference. As with all provisions of the Agreement, HCLTech's rights and remedies in this paragraph will be without prejudice to other rights and remedies HCLTech has under this Agreement (including any Order), at law or in equity. HCLTech's audit rights under this paragraph shall survive any termination or expiration of an Order or this Master Terms for two years.

- b. HCLTech is an independent contractor, not Customer's agent, joint venturer, partner, or fiduciary, and does not undertake to perform any of Customer's regulatory obligations or assume any responsibility for Customer's business or operations. HCLTech is an information technology provider only. Any directions, suggested usage, or guidance provided by HCLTech or a HCLTech SaaS (including Implementation Service or Support) does not constitute medical, clinical, legal, accounting, or other licensed professional advice. Customer and its authorized users are responsible for the use of the HCLTech SaaS within any professional practice and should obtain their own expert advice. Customer is responsible for its use of HCLTech and non-HCLTech products and services. Each Party is responsible for determining the assignment of its and its Affiliates personnel, and their respective contractors, and for their direction, control, and compensation.
- c. HCLTech maintains a set of business conduct and related guidelines covering conflicts of interest, market abuse, anti-bribery and corruption, and fraud. HCLTech and its personnel comply with such policies and require contractors to have similar policies.
- d. Each Party will comply, at its own expense, with all laws prohibiting corruption and bribery, as amended from time to time (such as, if applicable, the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act 2010).
- e. HCLTech, its Affiliates, and contractors of either, may, wherever they do business, store and otherwise process business contact information (BCI) of Customer, its personnel and authorized users, for example, name, business telephone, address, email, and user ID for business dealings with them. Where notice or consent by the individuals is required for such processing, Customer will notify and obtain such consent.
- f. Account Data is information, other than Content and BCI, that Customer provides to HCLTech to enable Customer's use of a HCLTech SaaS or that HCLTech collects using tracking technologies, such as cookies and web beacons, regarding Customer's use of a HCLTech SaaS. HCLTech, its Affiliates, and contractors of either, may use Account Data for example to enable product features, administer use, personalize experience, and otherwise support or improve use of the HCLTech SaaS.
- g. Customer's relationship with HCLTech business partners and resellers is governed by the agreement between Customer and any such HCLTech business partner and reseller. For this

reason, HCLTech shall not be responsible for the acts or omissions of its business partners and resellers in their specific interactions with the Customer.

- h. Neither Party may assign the Agreement, in whole or in part, without the prior written consent of the other; provided that HCLTech may assign or delegate its rights and/or obligations or any part thereof under this Agreement to any or all of its Affiliates. Assignment of HCLTech rights to receive payments or assignment by HCLTech in conjunction with the sale of the portion of HCLTech's business that includes a service hereunder is not restricted (nor is applicable sharing of documents hereunder by HCLTech restricted for those purposes).
- i. Except as provided herein, all notices under the Agreement must be in writing, marked as for the attention of the legal department and sent to the business address specified for the Agreement, unless a Party designates in writing a different address. The Parties consent to the use of electronic means and facsimile transmissions for communications as a signed writing. Any reproduction of the Agreement made by reliable means is considered an original. The Agreement supersedes any course of dealing, discussions or representations between the Parties with respect to the subject matter hereof.
- j. No right or cause of action for any third party is created by the Agreement or any transaction under it. Neither Party will bring a legal action arising out of or related to the Agreement more than two years after the cause of action arose. Neither Party is responsible for failure to fulfill its non-monetary obligations due to causes beyond its control. Except as provided in Section 7, each Party will allow the other reasonable opportunity to comply before it claims the other has not met its obligations. Where approval, acceptance, consent, access, cooperation or similar action by either Party is required, such action will not be unreasonably delayed or withheld.
- k. HCLTech may use personnel and resources in locations worldwide, including contractors to support the delivery of the HCLTech SaaS. HCLTech may transfer Content, including personal data, across country borders. A list of countries where Content may be processed for a HCLTech SaaS is available upon request. HCLTech is responsible for its obligations under the Agreement even if HCLTech uses a contractor and will have appropriate agreements in place to enable HCLTech to meet its obligations for a HCLTech SaaS.
- l. HCLTech may offer additional customization, configuration or other services to support HCLTech SaaS, as detailed in an Exhibit or Order.
- m. The Agreement (as defined herein) represents the entire understanding with respect to the subject matter and supersedes any previous communication or agreements, written or oral, that may exist. If HCLTech does not exercise its rights hereunder, such delay is not a waiver of its rights.

List of Exhibits

HCLTech Data Processing Addendum

HCLTech Service Description (for applicable HCLTech SaaS)

HCLTech CTG SaaS Support

HCLTech Integration Guide (for applicable HCTech SaaS)