MASTER LICENSE AGREEMENT

BY DOWNLOADING, INSTALLING, COPYING, ACCESSING, CLICKING ON AN "ACCEPT" BUTTON, OR OTHERWISE USING THE PROGRAM, YOU ("LICENSEE" or "CUSTOMER") AGREE TO THE TERMS OF THIS MASTER LICENSE 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 "LICENSEE" OR "CUSTOMER" WILL REFER TO SUCH ENTITY. 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 DOWNLOAD, INSTALL, COPY, ACCESS, CLICK ON AN "ACCEPT" BUTTON, OR USE THE PROGRAM; AND PROMPTLY RETURN THE UNUSED MEDIA, DOCUMENTATION, AND PROOF OF ENTITLEMENT TO THE PARTY FROM WHOM IT WAS OBTAINED. IF THE PROGRAM WAS DOWNLOADED, DESTROY ALL COPIES OF THE PROGRAM.

This Master License Agreement ("**Agreement**") is by and between Licensee and **HCL Technologies Limited**, a company duly organized and existing under the laws of India and having its registered offices at 806 Siddharth, 96 Nehru Place, New Delhi-110019 ("**Licensor**" or "**HCL**"), and governs the receipt and use of HCL Programs and related Support (as defined below). HCL and Licensee are hereinafter referred to individually or collectively, as "**Party**" or "**Parties**."

1. **Definitions.** In addition to the terms defined above and elsewhere in this Agreement, the following terms will have the meaning set forth below:

    1.1. "**Affiliate**" means an entity that controls, is controlled by, or shares common control with HCL or Licensee, where such control arises from either (a) a direct or indirect ownership interest of more than fifty percent (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 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.

    1.2. "**Documentation**" means HCL's guides, manuals, and other technical information in printed and machine-readable form that describes the functionality and use of the Program(s). Documentation may include "**License Information**", which means a document that provides information and any additional licensing terms specific to a Program.

    1.3. "**Feedback**" means (i) Licensee's requirements, input, comments, responses, opinions, and feedback, concerning the definition, design or validation of the Program, Documentation and Packaged Service Offerings or (ii) Licensee's technical system requirements for HCL to include in the Program specifications, design or validation.

    1.4. "**Fees**" means license, Support, and other fees as specified in an Order or provided under this Agreement.

    1.5. "**Intellectual Property Rights**" or "**IPR**" means any ideas, whether or not patentable, 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.

    1.6. [Intentionally Left Blank]

    1.7. "**Licensed Capacity**" means the quantity of each Program licensed as specified in an Order.

1.8. "**Object Code**" means software, including all computer programming code, entirely in binary form, which is directly executable by a computer and includes those help, message, overlay, and other files necessary for supporting the intended use of the executable code.

1.9. **"Open Source Software"** means an open source or other license that requires, as a condition of use, modification, or distribution, that any resulting software must be (i) disclosed or distributed in Source Code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable at no charge.

1.10. "**Order**" means an agreed written or electronic document, subject to the terms and conditions of this Agreement that identifies the Programs to be licensed, the Licensed Capacity thereof, applicable Fees, including taxes, payment terms and the Support or Packaged Service Offerings to be purchased, and any other applicable terms (including but not limited to a listing of any additional authorized users, which for avoidance of doubt Licensee shall be responsible for their agreement and compliance with the terms hereof and such obligation shall be deemed part of Section 3). Solely for administrative convenience of the Parties in ordering hereunder, Licensee may issue a purchase order in lieu of the Parties signing the HCL Order form (HCL Program License and Support Order Schedule) 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/Support selected, and quantity for ordering hereunder. All references in this 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, HCL (or its Affiliates) may accept the purchase order by processing it.

1.11. **"Packaged Service Offerings"** means the prepaid service(s) to be performed by HCL as more fully described in the Packaged Service Offerings Addendum attached hereto as Exhibit A, to be performed within a specified term from the date of initial purchase and as specified in the Order.

1.12. "**Prerequisite Materials**" means any prerequisite software or materials (third party and/or HCL licensed) prescribed by the Licensee, which are required to ensure that the Program's performance is in accordance with the Documentation and which are not part of the Program(s) and are identified in the system requirements for the Program(s).

1.13. "**Problem**" means a reproducible condition that causes the operation of a Program to deviate from its Documentation, when such Program is used with the prescribed Prerequisite Materials and/or Platform (as defined in Section 9.2) and so as to impact Licensee's ability to use the Program in the manner described in the Documentation.

1.14. "**Program(s)**" means the Object Code of the software (including Third Party Software) and all accompanying Documentation delivered by HCL to Licensee, including all items delivered by HCL to Licensee under Support.

1.15. "**Source Code**" means computer programming code in human readable form and related system level documentation, including all associated comments, symbols, and any procedural code such as job control language.

1.16. **"Support"** means the support services provided by HCL described in the then current Support Guide or the Updated Software/Support Policy (**"USP"**), that is made available with the Program as further specified

in a quote or Order or provided under this Agreement. Support may consist of Standard Support, Premium Support or Extended Support, as the context requires.

"Standard Support" consists of access to self-help content as well as to technical support engineers available through support portal case submission requests.

"Premium Support" consists of specific additional benefits, such as a designated named contact that will assist Licensee in receiving proactive and responsive support beyond Standard Support. Premium Support is subject to a fee in addition to the fee for Standard Support, and is further described in the Support Guide.

"Extended Support" consists of Standard Support for older versions of the Program. Extended Support is subject to an additional fee.

1.17. "**Territory**" means the country or countries where Licensee is licensed to install the Program(s) or receive the Packaged Service Offerings as further detailed in an Order.

1.18. "**Third Party Software**" means third party software, libraries, and components incorporated in or included with a Program.

2. Agreement Structure.

Licenses are granted and Support is obtained solely in connection with valid Orders. Each Order is subject to the terms of this Agreement and deemed to be a discrete contract, separate from each other Order, unless expressly stated otherwise therein. Orders may be entered into under this Agreement by and between (a) HCL or an Affiliate of HCL; and (b) the Licensee or an Affiliate of Licensee; and/or (c) an authorized reseller. With respect to an Order, the term HCL (or Licensor) or Licensee (or Customer) will be deemed to refer to the entities that execute such Order. Neither execution of this Agreement nor anything contained herein will obligate either Party to enter into any Orders. In the event an Order is proposed by HCL, and is deemed to constitute an offer, then acceptance of such offer is limited to its terms. As also set forth in Section 1.10 (Order) hereof, in the event Licensee proposes or accepts an Order by submitting a Licensee purchase order, order document, acknowledgment, or other Licensee communication, then regardless of whether HCL acknowledges, accepts, fully or partially performs under any such document, HCL objects and rejects any additional or different terms in such document and none of such additional or different terms will become part of the agreement between the Parties even if HCL uses or refers to such document for invoicing purposes.

3. License Grant

3.1. Subject to the terms, conditions, and other restrictions set forth in this Agreement and a valid Order (including timely payments of any Fees therein), HCL grants to Licensee a non-exclusive, non-transferable, limited, and revocable license, without the right to sublicense, under HCL IPR, to install, access, and use the Programs (i) up to the Licensed Capacity; (ii) for Licensee internal business purposes; and (iii) in accordance with the Documentation and the applicable Order. For avoidance of doubt, Licensee has no rights to create derivative works, assign, distribute, lease, rent, or otherwise transfer the Program(s). As used herein, "**Use**" for the purposes of this Section 3 means the right to access, use, execute, store, display and perform. If Support does not include hosting of the Programs, then "Use" also includes the right to install and operate the Programs on Customer's premises. Any Program Warranty applies only to Programs licensed by Customer for the first time. Except as otherwise provide in the Order, the Programs are accepted on the date HCL delivers the Program to the Customer either physically or by providing access codes for electronic download, whichever occurs first, however, such acceptance will not affect the Program Warranty Period provided in the Agreement or the Support obligations provided under the Order.

3.2. Licensee Affiliates may install, access, and use the Programs and Support under the terms of this Agreement, and Licensee is fully responsible for ensuring its Affiliates' (and other authorized users') agreement and compliance with the terms of this Agreement and the Order.

3.3. Licensee hereby acknowledges that the Program(s) may contain Open Source Software and/or may require Prerequisite Materials. In the event that Open Source Software is included in the Program(s), Licensee agrees that the terms of such Open Source Software shall govern with respect to use of such Open Source Software, provided however that the license terms herein shall be consistent with those of the Open Source

Software. In the event that the Program(s) rely on Prerequisite Materials and unless expressly provided otherwise in an Order, Licensee agrees that: (a) HCL and its Affiliates have not obtained or conveyed to Licensee any Intellectual Property Rights to use the applicable Prerequisite Materials; (b) it shall be solely responsible, at its cost and expense, for procuring the required rights/licenses in the Prerequisite Materials; (c) HCL does not provide any warranties or support for Prerequisite Material; and (d) any claims with respect to the Prerequisite Materials shall be made against the applicable third party provider of such Prerequisite Material.

4. **License Restrictions**

   4.1. **Restrictions**. Except for the limited licenses expressly granted in Section 0, Licensee has no further rights in the Program(s), whether express, implied, arising from estoppel or otherwise. Further restrictions regarding Licensee's use of any and all Program(s) are set forth below. Except as expressly authorized herein, Licensee will not:

      4.1.1. prepare any derivative works, or otherwise use, copy, modify, distribute, assign, sublicense, lease, rent, or otherwise transfer the Program(s), except to the extent required by law;

      4.1.2. use the Programs in an outsourcing or service bureau environment on its behalf and/or on behalf of non-affiliated third parties or allow the Programs to be used by an outsourcing or service bureau provider on behalf of the Licensee;

      4.1.3. distribute the Program to end-users as on-premises distributions or offer the Program as a cloud service or software-as-a-service to any end-users;

      4.1.4. reverse engineer, reverse assemble, reverse compile, translate, or otherwise attempt to discover the Source Code form of any Program(s) that are provided in Object Code form, except as permitted by the national or regional law of the places where the Licensee does business (without the opportunity for contractual waiver), and then only with respect to the particular copy of Object Code incorporated into that particular Program.

      4.1.5. use any of the Program's components, files, modules, audio-visual content, or related licensed materials separately from the Program;

      4.1.6. attempt to disable or circumvent any of the licensing mechanisms within the Program;

      4.1.7. alter or remove any copyright, trademark or patent notice(s) in the Programs; and

      4.1.8. use the Programs in a way that requires the Programs to be licensed as Open Source Software.

5. **Feedback.** Licensee is not obligated to provide Feedback to HCL. To the extent that Licensee provides Feedback to HCL, Licensee hereby grants to HCL a worldwide, non-exclusive, perpetual, irrevocable, royalty-free license, with the right to sublicense, under any and all Licensee IPR in and to the Feedback to make, use, sell, offer to sell, have made, import, reproduce, prepare derivative works, distribute, incorporate or otherwise utilize such Feedback.

6. **Ownership.** Licensee acknowledges that, as between Licensee and HCL, HCL has exclusive right, title and interest in and to all of the IPR in and to the Program(s) and Packaged Service Offerings. Notwithstanding the use of the terms "purchase," "sale", or any similar terminology in connection with a transaction contemplated by this Agreement, the Program(s) are licensed, not sold.

7. **Delivery.** During the term of this Agreement, and subject to Licensee making timely payments of any Fees, HCL will make Program(s) available to Licensee. For Programs that are delivered electronically, Licensee agrees upon request from HCL to provide HCL with documentation supporting that the designated items were received electronically. The Programs are accepted the day HCL delivers them either physically to the carrier or by providing access code(s) for electronic download, whichever occurs first.

8. **Updates**

   8.1. [Intentionally Left Blank]

   8.2. When Licensee receives an Update (as defined in Section 9.5), fix, or patch to a Program, Licensee accepts any additional or different terms that are applicable to such Update, fix, or patch that are specified in its

Documentation. If no additional or different terms are provided, then the Update, fix, or patch is subject to the terms and conditions of this Agreement.

8.3. If the Program is replaced by an Update (as defined in Section 9.5), Licensee agrees to promptly discontinue use of the replaced Program.

8.4. Based on industry directions and technology changes, HCL may discontinue further releases of the Programs. In such a situation, HCL may continue to ship released versions of Programs, and all shipped versions will be governed by this Agreement.

9. Support and Packaged Services

9.1. HCL may offer and Licensee may purchase USP support, Standard Support, or Premium Support or Extended Support, via an Order or the execution of a separate contract or PO (under the same terms and conditions of the Order). A further description of Support is available in the HCL Support Guide ("**Support Guide**") or the Updated Software/Support Policy (**"USP"**), as applicable, at https://www.hcltech.com/ERX/Telecom-and-5G/iCEX-DeviceMgmt#support or https://www.hcltech.com/engineering-rd-services/product-lifecycle-management-plm/products-and-technologies ("**Support Website**"), as applicable, and incorporated herein by reference.

9.2. HCL will provide Support only if a Program is used with: (a) Prerequisite Materials; and (b) third-party equipment, operating system, hardware, and third-party software, including database server systems, networks, application server systems, and Licensee systems (collectively, "**Platforms**") which meet the standards set forth in the applicable Documentation. Licensee will allow HCL reasonable access (including remote access) to the Programs, Prerequisite Materials and the supporting Platforms, equipment, systems, documentation, and services, as necessary to perform Support services. Support does not include certain matters. For a list of what is excluded from Support, refer to the Support Guide or USP as applicable.

9.3. Support for a particular version or release of a Program is available only until HCL withdraws Support for such version or release (an "**End of Support Release**"). When Support is withdrawn, Licensee must upgrade to a supported version or release of the Program to continue to receive Support. However, HCL may (in its sole discretion) continue to offer, for an additional Fee to be mutually agreed-upon, extended Support for End of Support Releases for so long as Licensee subscribes to extended Support for the Program by Licensee entering into a separate Order with HCL. However, in such cases, HCL will only provide existing code patches and fixes and will not develop or provide new patches or fixes for End of Support Releases.

9.4. HCL will use commercially reasonable efforts to provide resolution to each Problem (submitted by Licensee) in accordance with the Support Guide or USP, as applicable.

9.5. While HCL Support is in effect, HCL may make available defect corrections, restrictions, bypasses, new versions, releases, or updates available as part of Support ("**Updates**"). HCL will determine in its discretion the content and timing of all Updates. Updates will not be issued on any regular basis. If the solution to a Problem has already been made in a release later than the release Licensee is then using, then the solution to the Problem will require Licensee to migrate to the release in which the Problem has been resolved. Updates will be considered part of the Programs, as applicable, and subject to Section 8.2, will be governed by and used under the terms and conditions set forth in this Agreement. Except as otherwise set forth in an Order, Statement of Work, or other written agreement by the Parties, Licensee will be responsible for installing and implementing each Update. HCL will provide Licensee with documentation regarding any specific installation requirements for the Update. Once Support has been allowed to lapse, HCL will cease providing Updates (even Updates that were previously made available during Support which Licensee chose not to accept), provided however that Updates may be made available by HCL (in its sole discretion) as part of additional or extended Support.

9.6. Support does not cover Problems, failures, or defects in the Programs caused by any act or omission of Licensee or its representatives, or any other non-HCL person or entity, including but not limited to: (a) the misuse of or damage to the Program; (b) modifications to the Programs not made by or as authorized in writing in advance by HCL; (c) combination or use of the Programs with other software, hardware or cloud infrastructure not provided by HCL; or (d) use of the Program in an operating environment other than that described in the Documentation or system requirements mutually agreed in writing. HCL reserves the right to charge at HCL's then-current standard hourly rates for any work performed by HCL that was found to be

caused by the foregoing exclusions. To the extent a Problem (or other issue) arises out of any Prerequisite Materials, Platform, hardware, software cloud infrastructure or services not provided by HCL, Licensee will have the responsibility to contact the appropriate third party and obtain a resolution for the problem.

9.7. HCL may change its Support to be effective upon Licensee's Support anniversary date. If the changes to the Support terms are material, HCL will provide notice of such changes on the Support Website. HCL reserves the rights to discontinue Support for a Program (including for prior releases or outdated versions of a Program) if HCL generally discontinues such services for all licensees of such Program, provided such discontinuance will be applicable from the next renewal term. If Licensee terminates Support (including allowing it to lapse), but then re-enrolls in Support, HCL reserves the right to charge a reinstatement Fee.

9.8. HCL may make prepaid Packaged Service Offerings available for purchase from time to time in its sole discretion. Packaged Service Offerings are provided subject to the terms and conditions set forth on Exhibit A to this Agreement, which terms and conditions are incorporated herein by reference.

10. Licensee Data and Databases

10.1. To assist Licensee in isolating the cause of an error or Problem with the Program(s), HCL may request that Licensee (i) allow HCL to remotely or physically access Licensee's system, or (ii) send Licensee information, License Data (as defined below) or system data to HCL. Licensee acknowledges that HCL uses information about errors and Problems to improve its products and services and to assist with its provision of related Support offerings. Licensee grants HCL the right to use such information and other Feedback regarding the Program(s) for these purposes, including the right to use by HCL Affiliates and subcontractors (including in one or more countries other than the one in which Licensee is located).

10.2. Licensee remains responsible for (i) any data and the content of any database Licensee makes available to HCL ("**Licensee Data**"); (ii) the selection and implementation of procedures and controls regarding access, security, encryption, use, and transmission of data (including any personally-identifiable data); and (iii) backup and recovery of any database and any stored data, including all Licensee Data. Licensee will not send or provide HCL access to any personally identifiable information, whether as part of Licensee Data or in electronic or any other form, and will be responsible for reasonable costs and other amounts that HCL may incur relating to any such information intentionally or mistakenly provided to HCL or to the loss or disclosure of such information by HCL, including liabilities arising out of any third party claims.

11. Payments.

11.1. <u>Fees</u>. Licensee will pay any and all fees as detailed in the Order. Except as provided therein, all amounts in the Order are in United States Dollars (USD). Payment is due in advance. Licensee will pay HCL for the amounts due, owing, and duly invoiced under the Order within thirty (30) days of the date of invoice. Licensee shall make all payments pursuant to the Order through electronic transfer of funds to the designated bank accounts as nominated by HCL 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 provided in this Agreement, all fees are non-refundable and non-cancelable.

11.2. <u>Taxes</u>. All fees quoted are exclusive of taxes. Licensee 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 HCL's net income, gross revenue or employment obligations. If HCL 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. Licensee 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 HCL after deduction of applicable withholding tax is the same, had there been no withholding tax applicable. Licensee is solely responsible for timely and accurate payment of applicable taxes and fees, irrespective of what HCL's invoice may state.

12. License Compliance
Licensee agrees that HCL may, no more than one time per twelve (12) month period, audit the software logs of Licensee, its Affiliates, consultants, service providers and contractors (collectively, "**Licensee Entity(ies)**"), relating to the Program in order to verify their use in compliance with this Agreement and/or the Order. HCL may make copies of any such software logs to the extent necessary to verify Licensee's compliance with the terms hereof. HCL 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 obligations consistent with this

Agreement. The audit may be conducted at any sites of Licensee Entities, where the Program is installed, used or accessed from, including remotely. HCL will bear its own costs in connection with an audit. HCL will provide fifteen (15) calendar days' notice prior to an audit. Any such audit will be performed during Licensee Entity's normal business hours and in a manner that minimizes the disruption to its business. Licensee Entities will provide all assistance reasonably necessary for HCL to carry out such audit. If the audit reveals underpayments, Licensee will promptly make such payments. If the audit reveals under-reporting of usage, Licensee will promptly pay for the differentials at HCL's then list price for the Program. As with all provisions of this Agreement, HCL's rights and remedies in this Section will be without prejudice to other rights and remedies HCL has under this Agreement or in any Order, at law or in equity. HCL's audit rights under this Section will survive any termination or expiry of an Order or this Agreement for two years.

13. **Term and Termination**.

13.1. **Term**. This Agreement shall enter into force as of the Effective Date and shall remain in force until terminated in accordance with the terms contained herein. The **Order Term** is set forth in the applicable Order.

13.2. **Termination by Licensee.** Licensee may terminate the applicable Program license or Support in an Order upon written notice to HCL if HCL commits any material breach hereunder and fails to cure such breach within thirty (30) days after Licensee notifies HCL in writing of the breach.

13.3. **Termination (or Suspension) by HCL.** HCL may terminate or suspend this Agreement and any Order(s), in whole or in part, and at any time if:

13.3.1. Licensee fails to meet the credit requirements established by HCL and does not cure same within thirty (30) days of receipt of written notice from HCL (to the extent Licensee consent for credit checks is necessary, Licensee hereby provides its irrevocable consent for same during the term hereof);

13.3.2. Licensee fails to pay HCL (or, as applicable, HCL's business partner or reseller) the applicable Fees due under the Order within thirty (30) days of receipt of written notice from HCL for non-payment;

13.3.3. Licensee violates the IPR of HCL, its Affiliates, or its licensors or uses the Program(s) outside the scope of the license (but HCL shall provide written notice of termination);

13.3.4. Licensee commits any material breach of this Agreement and fails to cure such breach within thirty (30) days after HCL notifies Licensee in writing of the breach; or

13.3.5. Licensee (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 (in each case, HCL shall provide written notice of termination).

For purposes of Section 13.3 only, written notice includes email notices from HCL. For avoidance of doubt, (a) HCL's right to terminate or suspend hereunder includes, but is not limited to, remotely deactivating license keys or shutting off Support; and (b) HCL's rights to terminate or suspend are in addition to any other rights HCL may have.

13.4. **Effect of Termination or Expiration**. In the event of termination or expiration of this Agreement or Order, in whole or in part:

13.4.1. All affected licenses granted hereunder will terminate, except perpetual licenses (unless terminated as provided herein);

13.4.2. Licensee shall pay to HCL, on the date of termination or expiration, the total amounts due per the Agreement and/or the Order, and, unless Licensee terminated for cause, License shall pay all fees that would have been paid had the Agreement or Order (as the case may be) not terminated.

13.4.3. Licensee will return to HCL, and/or certify that it has destroyed all copies of, the terminated Program(s) and Documentation (except perpetual licenses unless terminated as provided herein), which is in the possession of the Licensee; and

13.4.4. all affected Support obligations under the Agreement or an Order will terminate, and Licensee will no longer have access to same.

14. **Confidentiality**. Except as otherwise expressly permitted in this Agreement, Licensee will hold in confidence the Programs, Documentation and all other non-public or proprietary information made available by HCL ("**Confidential Information**"). Licensee agrees that the Programs, Documentation and Packaged Service Materials furnished by HCL will be treated as proprietary trade secrets of HCL, and Licensee will not make any Confidential Information available in any form to any person or entity other than to its employees and to contractors located on its premises (or otherwise authorized herein) with a need to know, subject to restrictions no less stringent than those contained herein (in the case of nonemployees such restrictions will be contained in a written agreement executed by the applicable contractor). Licensee represents and warrants to HCL that it maintains a system of confidentiality to protect its own confidential business 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 Licensee shall ensure its recipients' compliance with this Section. If Licensee at any time becomes aware of any unauthorized use or disclosure of Confidential Information, Licensee will promptly and fully notify HCL of all facts known to it concerning such unauthorized use or disclosure and reasonably cooperate with HCL in seeking a protective order or other appropriate remedy to limit such disclosure.

15. **Warranties and Exclusions**

    15.1. For the greater of: (a) one year starting on the date the original Licensee is granted the Program license, or (b) the period that Support is in effect for Licensee ("**Program Warranty Period**"), HCL warrants that (i) the Program(s) will perform substantially in accordance with its Documentation, if used with the prescribed Prerequisite Materials and/or Platforms; (ii) HCL has used commercially reasonable efforts consistent with industry standards to scan for and remove any software viruses; and (iii) other than passwords or license keys that may be required for the operation of the Program(s) (or for HCL's use in suspension/termination as authorized herein), there are no codes that are not addressed in the Documentation and that are designed to delete, interfere with, or disable the normal operation of the Program in accordance with the Documentation (the "**Program Warranty**"). For the greater of: (a) one year starting on the date the original Licensee is granted the Program license, or (b) the period that Support is in effect for Licensee ("**Support Warranty Period**"), HCL warrants that Support will perform substantially in accordance with the Support specifications herein or in applicable Order (the "**Support Warranty**").

    15.2. Program Warranty and Support Warranty do not cover Problems, failures, or defects in the Programs caused by any act or omission of Licensee or its representatives, or any other non-HCL person or entity, including but not limited to: (a) the misuse of or damage to the Program; (b) modifications to the Programs not made by or as authorized in writing in advance by HCL; (c) combination or use of the Programs with other software, hardware or cloud infrastructure not provided by HCL; or (d) use of the Program in an operating environment other than described in the Documentation or system requirements mutually agreed in writing.

    15.3. THE LIMITED WARRANTIES EXPRESSLY SET FORTH IN SECTION 15.1 ARE LICENSEE'S EXCLUSIVE WARRANTIES. HCL DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND ANY WARRANTY OR CONDITION OF NON-INFRINGEMENT. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO LICENSEE. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THE WARRANTY PERIOD. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO LICENSEE.

    15.4. THE WARRANTIES IN THIS SECTION 15 ARE PROVIDED SOLELY BY THE HCL ENTITY LICENSING THE PROGRAM AND NOT BY A THIRD PARTY OR ANY OTHER HCL ENTITY. THE DISCLAIMERS IN THIS SECTION 15, HOWEVER, ALSO APPLY TO ALL HCL ENTITIES AND THEIR LICENSORS AND SUPPLIERS OF THIRD-PARTY SOFTWARE. THOSE SUPPLIERS PROVIDE SUCH SOFTWARE WITHOUT WARRANTIES OR CONDITION OF ANY KIND.

15.5. The exclusive remedy for any breach of the foregoing Program Warranty and Support Warranty will be that HCL, at its own expense, and in response to a written notice of a warranty claim during the Program Warranty Period or Support Warranty Period, as applicable, will at its option repair or replace the Program(s), or re-perform Support, to conform to the above standard.

15.6. For avoidance of doubt, if Licensee terminates Support (including allowing it to lapse), but then re-enrolls in Support, the Program Warranty and Support Warranty apply only during the period Support is in effect and not during the lapsed period.

16. Indemnification

16.1. HCL will, at its election, settle or defend, any unaffiliated third party claim brought in any suit or proceeding against Licensee based upon an allegation that any Program(s) furnished hereunder constitutes a direct infringement of any patent, trade secret or copyright, and HCL will pay all damages and costs finally awarded against Licensee for the claim or agreed in settlement by HCL. In the event of any claim, allegation, or suit, HCL, in its sole discretion, may reengineer the Program(s) in a manner that removes the infringing material, replace the Program(s) with non-infringing software, or terminate the Agreement or applicable Order. HCL will not be liable for any costs or damages and will not indemnify or defend Licensee to the extent such action is based upon a claim arising from:

16.1.1. modification of the Program(s) by a party other than HCL after delivery by HCL;

16.1.2. use of the Program(s) in combination with hardware or software not provided by HCL, unless the Documentation refers to a combination with such hardware or software (without directing Licensee not to perform such a combination);

16.1.3. any unauthorized use of the Program(s); or

16.1.4. Licensee's failure to incorporate updates or upgrades that would have avoided the alleged infringement.

16.2. The foregoing obligations are conditioned on the following: (i) HCL is notified promptly in writing of such claim; (ii) HCL controls the defense or settlement of the claim; and (iii) Licensee cooperates reasonably and gives all necessary authority, information and assistance.

17. Limitation of Liability

17.1. IN NO EVENT WILL EITHER PARTY (OR HCL'S AFFILIATES AND SUPPLIERS) BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR LOSS OF CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE PROGRAM(S), OR OTHERWISE) IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

17.2. EXCEPT FOR BREACHES OF LICENSE GRANTS IN SECTION 3, RESTRICTIONS IN SECTION 4, LICENSEE'S LIABILITY FOR THIRD PARTY CLAIMS AS PER SECTION 10.2, CONFIDENTIALITY IN SECTION 14, AND LICENSEE'S PAYMENT OBLIGATIONS, IN NO EVENT WILL EITHER PARTY'S (AND HCL'S AFFILIATES' AND SUPPLIERS') TOTAL CUMULATIVE LIABILITY HEREUNDER FOR DIRECT DAMAGES (REGARDLESS OF BASIS FOR CLAIMS) EXCEED THE SUM PAID BY LICENSEE TO HCL, UNDER THE APPLICABLE ORDER, DURING THE PRECEDING TWELVE (12) MONTH PERIOD FOR THE AFFECTED PRODUCT OR SERVICE.

17.3. The foregoing disclaimers, limitations, and exclusions may be invalid in some jurisdictions and apply only to the extent permitted by applicable law or regulation in Licensee's jurisdiction. Licensee may have additional rights that may not be waived or disclaimed. HCL does not seek to limit Licensee's warranty or remedies to any extent not permitted by law.

18. Other Terms

18.1. **Conflict**. In the event of a conflict between this Agreement and an Order to this Agreement, the terms of the Order will prevail solely with respect to such Order. If there is a conflict between this Agreement and License Information for a Program, such License Information will prevail solely with respect to such Program; otherwise the terms of this Agreement will prevail.

18.2. **Business Contact Information.** Licensee authorizes HCL and its Affiliates (and their successors and assigns and contractors) to store and use Licensee's business contact information wherever they do business, in connection with HCL products and services, or in furtherance of HCL's business relationship with Licensee.

18.3. **Force Majeure**. Neither Party will be liable for any failure to perform (except Licensee's monetary obligations) due to unforeseen circumstances or causes beyond its reasonable control, including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, 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.

18.4. **Export**. Licensee 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, re-export, or transfer of products, technology, services, or data, directly or indirectly, to certain countries, or for certain end uses or end users. Licensee acknowledges that the Program is subject to U.S. export laws and regulations. Licensee agrees that, unless authorized by the U.S. export license or regulation, it will not export or re-export the Program provided by HCL under this Agreement or an Order to (i) those countries (or nationals of countries) considered embargoed/terrorist countries under U.S. export laws and regulations or (ii) prohibited end users 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, Sudan and Syria.

18.5. **Anti-Corruption and Other Laws.** Each Party will comply, at its own expense, with all applicable laws, including, without limitation, all laws prohibiting corruption and bribery (such as, if applicable, the U.S. Foreign Corrupt Practices Act of 1977), laws governing transactions with government and public entities, antitrust and competition laws, insider trading, securities, and financial reporting laws, and laws governing consumer transactions, where such compliance has any direct or indirect connection or relation to this Agreement or either Party's exercise of rights or satisfaction of obligations under this Agreement.

18.6. **Notices.** Except as provided herein, all notices required or permitted by this Agreement will be in writing and will be valid and sufficient if sent by (i) registered or certified mail, return receipt requested, postage prepaid; (ii) by facsimile (provided the receipt of the facsimile is evidenced by a printed record of completion of transmission); or (iii) by express by express mail or courier service providing a receipt of delivery. Notices will be effective upon receipt as demonstrated by reliable confirmation. Notices will be addressed to the Parties using the contact information given in the applicable Order or this Agreement. Either Party may change its address or other contact information by a notice given to the other Party in the manner set forth above.

18.7. **Limitation of Claims.** Unless otherwise required by applicable law without the possibility of contractual waiver or limitation: (i) neither Party will bring a legal action, regardless of form, for any claim arising out of or related to this Agreement more than two (2) years after the cause of action arose; and (ii) upon the expiration of such time limit, any such claim and all respective rights related to the claim lapse.

18.8. **Survival**. All of the provisions in Sections 1, 4, 5, 6, 11, 13, 14, 14, 17, and 18 will survive expiration or termination of this Agreement.

18.9. **Assignment.** HCL may assign or delegate its rights and/or obligations, or any part thereof under this Agreement to any or all of its Affiliates and may assign its payment rights hereunder. Licensee will not assign or transfer this Agreement or an Order under this Agreement, without the written consent of HCL. Except as mentioned herein, any attempted assignment or transfer by Licensee of this Agreement or Programs is null and void.

18.10. **Relationship of Parties.** The relationship between the Parties is that of independent contractors. This Agreement does not constitute a partnership or joint venture between Licensee and HCL. Licensee is

not the representative or agent of HCL and HCL is not the representative or agent of Licensee and neither will so hold itself out publicly or to any third party or incur any liability for the other Party. HCL is not responsible for the acts or omissions of HCL business partners and resellers.

18.11. **Modifications**. HCL may modify this Agreement by providing Licensee 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, Licensee may request that HCL defer the change effective date until the end of the current contract period. Licensee accepts changes by placing new Orders or continuing to use after the change effective date or allowing transactions to renew after receipt of the change notice. Except as provided above, all change to this Agreement must be in writing accepted by both Parties.

18.12. **Severability**. All rights and remedies whether conferred hereunder, or by any other instrument or law will be cumulative and may be exercised singularly or concurrently. The failure of any Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. 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.

18.13. **Counterparts**. This Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

18.14. **Injunctive Relief**. Licensee agrees that preliminary injunctive or other equitable relief will be a necessary and proper remedy in the event of a breach of this Agreement in violation of HCL's IPR, in addition to all other rights that HCL has at law or in equity.

18.15. **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 purchase outside the U.S., both Parties agree to the application of the laws of the country in which Licensee obtained the Program license to govern, interpret, and enforce all of Licensee's and HCL'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 Licensee obtained the Program license.

18.16. **U.S. Government Restricted Rights.** The Programs and Documentation provided with the products and services are "commercial items" as that term is defined at 48 C.F.R. 12.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end-users acquire the Programs and Documentation with only those rights set forth herein.

18.17. **Public Announcement**. Neither Party will publicly announce or create a press release referencing this Agreement, its contents or its related activities without the prior written consent of the other Party.

18.18. **Entire Agreement**. This Agreement, along with the Orders entered into pursuant to the Agreement, is the entire agreement between HCL and Licensee relating to the Program(s) and it supersedes all prior or

contemporaneous oral or written communications, proposals and representations with respect to the Program(s) or any other subject matter covered by this Agreement and/or the Orders.

EXHIBIT A

PACKAGED SERVICE OFFERING ADDENDUM

If you ("Licensee" or "Customer") have purchased Packaged Service Offerings, the terms and conditions of this Exhibit A to the Master License Agreement shall apply with respect to such Packaged Service Offerings. In the event of a conflict between or among the terms of this Exhibit A, the Master License Agreement and any Order with respect to Packaged Service Offerings, the terms of this Exhibit A shall govern.

"Packaged Service Materials" means literary works or other works of authorship such as program listings, programming tools, Documentation, reports, drawings and similar works) that HCL may provide to you in connection with the Packaged Service Offerings indicated under a valid Order. Materials do not include Programs or commercially available software

1. License Grant

1.1. Subject to the terms, conditions, and other restrictions set forth in this Exhibit A and a valid Order (including timely payments of any Fees therein), HCL grants to Licensee a non-exclusive, non-transferable, limited, paid-up, and revocable license, without the right to sublicense, under HCL IPR, to reproduce, perform, display, and use the Packaged Service Materials solely by employees of Licensee. For avoidance of doubt, Licensee has no rights to create derivative works, assign, distribute, lease, rent, or otherwise transfer the Packaged Service Material(s).

1.2. Licensee Affiliates may install, access, and use the Packaged Service Materials under the terms of this Exhibit A, and Licensee is fully responsible for its Affiliates (and any other authorized users') compliance with the terms of this Exhibit A, the Master License Agreement and the Order.

2. Party Obligations.

2.1. HCL shall perform the Packaged Service Offerings as specified in the relevant Order and Packaged Service Offering description. HCL's performance is conditional upon Licensee fulfilling its obligations. Licensee will cooperate with HCL and will provide, at no cost to HCL, safe and timely access to its premises and computer equipment, including remote access, adequate working space, facilities, and any other services, personnel, information, tools (including licenses), or materials that HCL may reasonably require to perform the services. HCL shall not be liable for any delay or defect resulting from Licensee's acts or omissions.

3. Acceptance.

3.1 All Packaged Service Offerings are provided without deliverables and are not subject to deliverable acceptance review and approval. All Materials provided through the Packaged Service Offerings defined in any Order will be deemed accepted by you upon delivery. HCL will make no additional revisions to the Packaged Service Materials after: (i) the Packaged Service Offering expiration date is reached; or (ii) HCL has provided the Maximum Service Effort as defined and specified for the Packaged Service Offering.

4. Payment and Delivery.

4.1. Charges for the Packaged Service Offerings shall be set forth in the relevant Order. Unless otherwise stated, travel and living expenses are included, subject to restrictions as specified in Packaged Service Offering description.

4.2. Licensee is responsible for enabling HCL to deliver each Packaged Service Offering within the specified service term. In the event that any services specified in the Order for one or more Packaged Services Offerings are not completed within the specified service term, those incomplete services are forfeited, unless mutually agreed upon by both Parties in writing prior to the expiration of the relevant Order term.

5. Warranties and Exclusions

5.1. HCL WARRANTS THAT THE PACKAGED SERVICE OFFERINGS WILL BE PERFORMED IN A PROFESSIONAL AND WORKMANLIKE MANNER FOR SIXTY (60) DAYS AFTER THE SERVICES WERE PERFORMED ("WARRANTY PERIOD").

5.2. THE LIMITED WARRANTIES EXPRESSLY SET FORTH IN SECTION 5 ARE LICENSEE'S EXCLUSIVE WARRANTIES. HCL DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND ANY WARRANTY OR CONDITION OF NONINFRINGEMENT. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO LICENSEE. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THE WARRANTY PERIOD. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO LICENSEE.

5.3. The sole and exclusive remedy and HCL's entire liability for breach of the above warranty will be to reperform the Packaged Service Offerings as applicable, provided Licensee notifies Licensor of any breach of warranty in writing within the Warranty Period.

6. Limitation of Liability

6.1. EXCEPT FOR BREACHES OF LICENSE GRANTS IN SECTION 1 OF THIS EXHIBIT A, CONFIDENTIALITY IN SECTION 14 OF THE MASTER LICENSE AGREEMENT, OR LICENSEE'S PAYMENT OBLIGATIONS, IN NO EVENT WILL EITHER PARTY (OR HCL'S AFFILIATES AND SUPPLIERS) BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE PACKAGED SERVICE MATERIAL(S), OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THIS EXHIBIT A, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

6.2. EXCEPT FOR BREACHES OF LICENSE GRANTS IN SECTION 1 OF THIS EXHIBIT A, CONFIDENTIALITY IN SECTION 14 OF THE MASTER LICENSE AGREEMENT, OR LICENSEE'S PAYMENT OBLIGATIONS, IN NO EVENT WILL EITHER PARTY'S (OR HCL'S AFFILIATES AND SUPPLIERS) TOTAL CUMULATIVE LIABILITY UNDER THIS EXHIBIT A FOR DIRECT DAMAGES (REGARDLESS OF BASIS FOR CLAIMS) EXCEED THE SUM PAID BY LICENSEE TO HCL, UNDER THE APPLICABLE ORDER, DURING THE PRECEDING TWELVE (12) MONTH PERIOD FOR THE AFFECTED PACKAGED SERVICE OFFERING.

6.3. The foregoing disclaimers, limitations, and exclusions may be invalid in some jurisdictions and apply only to the extent permitted by applicable law or regulation in Licensee's jurisdiction. Licensee may have additional rights that may not be waived or disclaimed. HCL does not seek to limit Licensee's warranty or remedies to any extent not permitted by law.

7. Survival. All of the provisions in Sections 4 and 6 of this Exhibit A will survive expiration or termination of the Master License Agreement.