The parties to this Master Services Agreement ("MSA") are [HCL entity], located at [address] ("HCL"), and Customer identified below:

Name of Customer:	
Customer ID Number:	
Customer Address:	
Agreement Number:	

This MSA sets out the general terms and conditions agreed by HCL and Customer for the use of and provision of Services (defined below).

1.   DEFINITIONS

1.1   "Agreement" means this MSA and the applicable Transaction Document. Each Transaction Document constitutes a separate and distinct contract and incorporates the terms and conditions set forth herein.

1.2   "Authorized End Users" means Customer's employees and independent contractors (but excluding any outsourcer, facilities management providers or application service provider) as specified in an applicable license by CA/Broadcom.

1.3   "Confidential Information" means any information, maintained in confidence by a party, and which is marked as such or information, written or oral that by its nature would be to a reasonable person under the circumstances understood to be confidential or proprietary information of a party. HCL's Licensed Programs, Documentation, product development and marketing plans, business methods, non-public financial and personnel data are Confidential Information of HCL.

1.4   "Documentation" means any standard published technical user manuals and other documentation governing the use of the Work Product provided by HCL or delivered under a Transaction Document.

1.5   "Effective Date" means the date of the last signature of this MSA.

1.6   "Group Company" means any entities for which Customer holds greater than a fifty percent (50%) interest (or, by force of law or contract, Customer is obligated to maintain board control thereof).

1.7   "Licensed Program" means the computer software programs in object code form as specified in an applicable license by CA/Broadcom.

1.8   "Services" means the HCL information technology related consulting services work and education services provided by HCL.

1.9   "Statement of Work" or "SOW" and "Letter of Engagement" or "LOE" means a document that describes the Services to be performed which is signed by HCL and Customer.

1.10   "Term" means the duration of a Transaction Document.

1.11   "Transaction Document" means (i) a SOW or LOE for consulting services; (ii) an education services order form ("ESOF") for education services; or (iii) other mutually acceptable Documentation.

1.12   "Work Product" means all items produced for Customer's use in connection with a Transaction Document including code, Documentation, materials, and other information created or provided by HCL.

2.   GRANT OF USE

2.1   Subject to the Terms of the Agreement HCL grants to Customer and its Authorized End Users a non-exclusive, non-transferable right to use the Work Product produced by HCL without the right to sublicense, exclusively for the business and for the internal data processing operations of Customer and Group Companies solely in connection with the Licensed Program as licensed by CA/Broadcom. Use of the Work Product by Authorized End Users shall at all times remain the responsibility and liability of Customer.

2.2   Customer shall not: (i) externally disclose or publish performance benchmark results for the Work Product without HCL's prior written consent; (ii) export or use the Work Product or Documentation in violation of applicable laws or regulations, or those of the Office of the US Department of Commerce regulations; or (iii) distribute, rent, host or lease the Work Product or Documentation for third party use, third party training, facilities management, time-sharing, or use as an application service provider, outsourcer, or service bureau, without the express prior written consent of HCL and payment to HCL of the applicable fees, if any or (iv) prepare any derivative works or otherwise use copy or modify the Work Product except to the extent required by law or (v) reverse-engineer, reverse assemble, reverse compile translate, or otherwise attempt to discover the source code of any Work Product that is provided in object code form or (vi) alter or remove any copyright or patent or trademark notices in the Work Product. All rights not specifically granted hereunder or under a Transaction Document are expressly reserved by HCL.

3. SERVICES

3.1 Services will be provided by HCL in accordance with the Terms and conditions of this MSA and the applicable Transaction Document.

3.2 HCL will determine the location, equipment, means and personnel, including the use of third parties, utilized for its performance under this Agreement.

3.3 HCL will be excused from any failure to perform hereunder which is caused by Customer, an Authorized End User, a Group Company, or any other agent, subcontractor or employee of any of the foregoing, or any other third party permitted access to any Services, by a force majeure event, by any of the foregoing, and any Services required as a result thereof will be invoiced to Customer on a time and materials basis. HCL will use reasonable efforts to mitigate such costs or expenses. Any HCL deadline that is affected by any Customer default shall be extended by an amount of time equal to the length of such failure plus an additional period of time, if reasonably necessary, to compensate for such default.

4. FEES

4.1 Fees shall be designated on the applicable Transaction Document. The Customer (or Customer Affiliate as appropriate) shall pay the Charges as set out in each invoice for each Statement of Work, within thirty (30) days of receipt of that invoice Payment shall be due and payable. Raising of invoices by a Supplier shall not be contingent upon any internal process of the Customer. The Supplier submitting an invoice shall have the right to assign any accounts receivables to a third party without obtaining prior permission from Customer.

4.2 HCL may charge interest of 1% per month compounded for the entire overdue period or the maximum amount allowed by law if fees are not paid by the due date.

4.3 Customer agrees to pay any applicable VAT, sales tax, import and custom duties and any other applicable taxes in addition to the fees. In the event the Customer is required to withhold taxes, the Customer agrees to furnish to HCL all required receipts and documentation substantiating such payment.

5. CONFIDENTIALITY

5.1 For purposes of this Section 5, the "Disclosing Party" shall be the party which discloses Confidential Information and the "Receiving Party" shall be the party that receives the Confidential Information. The following is not considered Confidential Information: (i) information which the Receiving Party is authorized in writing by the Disclosing Party to use without restriction; (ii) information rightfully in the Receiving Party's possession or known to it without the duty of confidentiality prior to receipt of such information from the Disclosing Party; (iii) information which is rightfully disclosed to the Receiving Party by a third party, having proper possession of such information, without the duty of confidentiality; (iv) information which properly enters the public domain; or (v) information which is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.

5.2 The Receiving Party shall use the Disclosing Party's Confidential Information only for the purpose set forth in the Agreement, and shall cause its Authorized End Users, to keep Confidential Information confidential, sharing it on a "need-to-know" basis only. The Receiving Party may disclose Confidential Information in connection with a judicial or administrative proceedings to the extent such disclosure is required under law or a court order, provided that the Disclosing Party shall be given prompt written notice of such proceeding.

5.3 In addition to any other remedies, the Disclosing Party shall be entitled to seek equitable relief.

5.4 For Confidential Information pertaining to Licensed Programs and HCL Intellectual Property, the obligations set forth in this Section 5 are indefinite. For all other Confidential Information, such obligations shall continue for five (5) years from the date of initial disclosure.

6. WARRANTIES AND DISCLAIMERS

6.1 HCL warrants that it has title or authority to grant Customer the rights mentioned herein.

6.2 HCL warrants that the Services set forth in each Transaction Document will be performed in a professional and workman like manner with qualified personnel, in accordance with prevailing industry standards.

6.3 In the event of an alleged breach of these warranties, Customer's sole remedy, and HCL's sole obligation hereunder shall be, at HCL's sole discretion, to re-perform the services at no additional charge to Customer or to refund applicable deliverable related fees paid. These remedies are contingent upon the following: (i) that Customer has complied in all material respects to the terms and conditions herein; (ii) that the alleged breach is due solely to an error or omission on the part of HCL, its agents or employees; (iii) that the alleged breach is reported to HCL, with specificity, within thirty (30)

days of the performance of the applicable services; and (iv) that Customer is able, willing and does provide HCL with assistance in the diagnosis and remedy of the applicable breach.

6.4 **HCL DOES NOT REPRESENT OR WARRANT THAT ALL ERRORS WILL BE CORRECTED OR THAT THE WORK PRODUCT WILL RUN ERROR FREE OR UNINTERRUPTED. EXCEPT AS EXPRESSLY SET FORTH ABOVE, TO THE EXTENT PERMITTED BY LAW, NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY OR SATISFACTORY QUALITY, OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE MADE BY HCL AND HCL MAKES NO WARRANTIES HEREUNDER WITH RESPECT TO ANY HARDWARE, EQUIPMENT OR THIRD PARTY SOFTWARE WHICH HCL MAY SUPPLY**.

7. INDEMNITIES

7.1 HCL agrees to indemnify Customer or, at its option, settle any third party claims that the Work Product alone and not in combination with any other product or program infringes a U.S. registered patent or any copyright in a country where Customer is authorized to use such Work Product (in accordance with the license terms specified for the Licensed Program). HCL may, at its option and at its own cost, procure for Customer the right to continue to use the Work Product, repair, modify or replace the Work Product so that it is no longer infringing, or terminate the Transaction Document or applicable part thereof and provide a refund of the fees paid for the infringing Work Product, less a reasonable allowance for usage.

7.2 The above indemnity is contingent upon (i) Customer providing prompt notice to HCL of any such claim and reasonable assistance in the defense thereof, (ii) HCL's sole right to control the defense or settlement of any such claim, provided that the settlement does not require a payment and admission of liability on the part of Customer, and (iii) that Customer shall not take any actions or omit to take actions that hinder the defense or settlement process as reasonably directed by HCL.

7.3 HCL shall have no liability under this Section if: (i) the allegation of infringement is a result of a modification of the Work Product not performed or approved by HCL, (ii) the Work Product is not being used in accordance with the Documentation, (iii) the alleged infringement is a result of use of the Work Product with any non-HCL supplied third party product, or (iv) Work Product was produced at the direction of Customer.

7.4 SECTION 7 STATES THE ENTIRE LIABILITY AND OBLIGATIONS OF HCL, AND THE EXCLUSIVE REMEDY OF CUSTOMER, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS. Any refund of services fees paid in accordance with the applicable warranty or indemnification provisions will terminate the applicable grant of use for the services Work Product set forth in Section 2.

7.5 Each party shall indemnify the other against all damages, fees, fines, judgments, costs and expenses incurred as a result of a third party action alleging a bodily injury or death which arises from the provision of services hereunder.

7.6 Customer shall indemnify HCL against any claim that any data, materials, items or information supplied to HCL hereunder infringes any U.S. registered patent or any copyright, trademark or trade secret, provided that: (i) Customer is provided prompt notice of any such claim, (ii) Customer is provided the sole authority to defend or settle such claim (and further provided that HCL is not obligated to admit liability or expend funds in connection with any such defense or settlement); and (iii) HCL may participate in any such settlement discussions or litigation to the extent that either may impact HCL's ongoing business practices.

8. TITLE

8.1 Each party shall retain all rights in and to the data and materials independently developed or owned by it prior to the Effective Date of this MSA, or to entering into any Transaction Document. If such data or materials are used by a party in the performance of this Agreement, such performance shall not transfer ownership of such data or materials to the other party.

8.2 HCL and its licensors own all rights, title and interest in and to all intellectual property relating to the Services and any Work Product and any modifications, enhancements and derivatives thereto.

9. LIMITATION OF LIABILITY

9.1 Except for death or personal injury caused by the negligence or willful default of HCL, and subject to Sections 9.2 and 9.3, HCL's aggregate, cumulative and collective liability arising out of or in connection with this Agreement (whether in contract, tort, negligence, under an indemnity or by statute or otherwise) will, to the extent permissible by law, be limited to the total amount of fees paid by the Customer under the applicable Transaction Document for the specific Services that caused the damage or gave rise to the cause of action.

9.2 HCL's liability for damage to tangible personal or real property due to the negligence of HCL shall be limited in aggregate to the sum of US$500,000 per event or series of related events, except where such limitation is prohibited by applicable law.

9.3 **THE REMEDIES PROVIDED IN THE AGREEMENT ARE THE EXCLUSIVE REMEDIES OF THE PARTIES. IN NO EVENT SHALL HCL BE LIABLE TO THE CUSTOMER OR ANY OTHER PARTY, WHETHER IN CONTRACT OR TORT, OR OTHERWISE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, CONSEQUENTIAL OR UNFORESEEABLE LOSS, DAMAGE OR EXPENSE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, LOSS, RECONSTRUCTION OR CORRUPTION OF DATA, HOWEVER ARISING, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES BEING INCURRED.**

9.4 The parties agree the limitations and exclusions herein are fair and reasonable in all the circumstances of the Agreement.

10. TERM AND TERMINATION

10.1 This MSA shall commence on the Effective Date and shall continue unless terminated as set forth below.

10.2 If either party materially breaches a Transaction Document (including non-payment to HCL), and such breach is not cured within 30 days after written notice is given to the breaching party, then the other party may, by giving written notice to the breaching party, terminate the applicable Transaction Document as of the end of such 30-day period or such later date as is specified in such notice of termination.

10.3 Subject to any applicable mandatory laws, if a party becomes insolvent or if bankruptcy or receivership proceedings are initiated by or against a party other than for the purposes of solvent reconstruction, the other party shall have the right to terminate the Agreement immediately for cause.

10.4 Upon termination under Section 10.2 or 10.3, all fees and expenses contracted to be paid by Customer to HCL under a Transaction Document for Services rendered shall become due and payable immediately. Either Party may terminate without cause with ninety (90) days' written notice to the other Party. In the event of Customer's termination without cause, HCL may perform the Services until the Effective Date of termination or invoice Customer, and Customer agrees to pay HCL, for such Services. Except for termination in accordance with 10.3, termination of a Transaction Document shall not terminate any other Transaction Document or this MSA. Termination of this MSA shall not affect the operation of any Transaction Document then in operation which shall continue in accordance with its Terms.

11. GENERAL TERMS

11.1 Neither party will be liable to the other for failure to fulfill it obligations caused by circumstances beyond its reasonable control. Such circumstances will include without limitation acts of God, strikes, lockouts, riots, terrorist attacks, acts of war, epidemics, civil disturbance, fire, communication line failures, power failures, earthquakes, floods or other natural disasters. In such event, the obligations of the parties (excluding payment obligations) will be temporarily suspended to such extent reasonable in the circumstances.

11.2 The relationship between the parties is that of customer and independent contractor.

11.3 Customer may not assign the Agreement, the use of any Work Product or its rights and obligations under the Agreement without the prior written consent of HCL. The Agreement shall be binding on the parties and all of their respective successors and assigns.

11.4 All notices shall be in writing and delivered to the other party either by letter (two day delivery), email if confirmed by letter and sent within 24 hours after, via facsimile (with confirmation of transmission) or personally by overnight courier.

11.5 If any provision of the Agreement is held to be invalid, illegal or unenforceable by any court or other competent tribunal then the remaining provisions of the Agreement shall remain in full force and effect.

11.6 The laws of the State of New York (excluding its conflict of law provisions) shall govern this Agreement. The parties agree that any action arising under or relating to the Agreement shall lie within the exclusive jurisdiction of the State and Federal Courts located in the Southern District of New York. **THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR**

CONTERCLAIM RELATING TO THIS AGREEMENT. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the Agreement.

11.7 Upon expiration or termination of the Agreement, the rights and obligations of the parties which by their context, intent and meaning would reasonably be expected to survive the termination or expiry of the Agreement or any part thereof will so survive.

11.8 A person who is not a party to the Agreement has no rights to enforce any term of the Agreement but this does not affect any right or remedy of a third party which exists or is available under applicable law.

11.9 Customer agrees to furnish HCL with such information and access to its facilities and records as HCL may reasonably request in order to verify Customer's compliance with the Agreement.

11.10 Customer represents that (i) it is duly authorized to provide personal data to HCL and it does so lawfully in compliance with relevant legislation, (ii) HCL and any entity within the HCL group of companies (each a "HCL entity") or its subcontractors can process such data and (iii) HCL may disclose such data to any HCL entity and its subcontractors for this purpose and may transfer such data to countries outside of the country of origin. HCL entities have committed to comply with relevant data protection/privacy legislation.

11.11 During the term of an SOW and for six (6) months thereafter (the "Effective Period"), each party agrees not to hire, or engage as an independent contractor, or directly or indirectly solicit, induct, hire or employ any employee or contractor of the other, or a former employee or contractor, who has performed Services under an SOW at the Customer's site ("Project Employee"), except that either party may hire employees or contractors of the other party or an affiliate of the other party who apply, unsolicited, in response to a general advertising or other general recruitment campaign or with the consent of the other party.

In the event that during the Effective Period a party hires or engages a Project Employee in violation of this provision, then the hiring party agrees to pay to the other party an amount equal to 30 percent (30%) of the applicable annual base salary, exclusive of any bonus or other benefits, which amount the parties agree is a fair and reasonable estimate of the damages and shall constitute the entire remedy and liability of either party pursuant to this section.

11.12 Nothing in this Agreement shall preclude or limit HCL from providing consulting Services and/or developing software or materials for itself or other clients, irrespective of the possible similarity thereof to materials which might be delivered to customer, including without limitation screen formats, structure, sequence and organization.

11.13 All purchase orders, prior Agreements, proposals, representations and other understandings whether oral or written, are superseded in their entirety by the Agreement and the applicable Transaction Document. In the event a purchase order is used as a Transaction Document, any additional or inconsistent Terms thereon shall not apply. No alteration or modification of the Agreement will be valid unless made in writing and signed by the parties. In the event of a conflict between the MSA and any terms and conditions in any Transaction Document, the Transaction Document will control. The undersigned represents that he/she is duly authorized to bind its party hereto to the terms and conditions of this MSA.

11.14 Each party agrees to comply with the export control laws to the extent applicable. With respect to any products, technology, technical data or software provided by the Customer to HCL that are subject to U.S. Export and foreign trade control laws (e.g., the U.S. Commerce department's export administration regulations and regulations of the U.S. Treasury department's office of foreign assets control), Customer shall notify the same to HCL and HCL shall with the cooperation and assistance of Customer, comply with all such applicable export control laws.

Customer

Signature: _____

Name: _____

Title: _____

Date _____

HCL

Signature: _____

Name: _____

Title: _____

Date: _____