

Products and Technologies

ERX

Updated Software/Support Policy

09 July 2020

Index

| Particulars | Page No. |
|------------------------------|-----------------|
| Definitions | 3 |
| Support Policy Updates | 4 |
| 1. Support | 5 |
| 2. Licenses Responsibilities | 6 |
| 3. Term | 7 |
| 4. Exclusions | 8 |

Definitions

"Error" means a problem that causes the HCL Product not to operate substantially in conformance with its technical documentation.

"LICENSEE" means an entity who has been granted a non-exclusive, non-transferable license by HCL to install and use the product and documentation only internally within LICENSEE's organization or for its own internal use with respect to the licensed modules of its software product (**"HCL Product"**)

"Services" means Support Services.

"Support" means the Support Services available for the HCL Product as specified in this document, in an Agreement and/or a purchase order.

"Support Fee" means the fees paid for Support Services of the HCL Product as specified in a purchase order.

"Support Services" means the provision, maintenance and support of HCL Product for use by LICENSEE, including availability of documentation, updates of the HCL Product and as described within this document.

"Updates" means modifications, bug-fixes, corrections, or minor enhancements to the HCL Product to correct problems, errors or deficiencies, provide other incremental updates and corrections, or are identified by HCL as mandatory changes to the Programs.

"Update Support Plan (USP)" means the plan enrolled in by the LICENSEE to be entitled to Software Updates and Software Support as defined in this document in lieu of a Support Fee.

Support Policy Updates

We are constantly working to develop new services. We may also change our practices over time as our business and technology evolve, and this may involve changes to the way we provide services. As a result, we may update this Updated Software/Support Policy from time to time. If we materially change our policy, we will take steps to inform you of the change through notifications on our website. If you continue to use our websites, applications, and online services after the date any revised USP comes into effect, you will be deemed to have read and agreed to the revised policy. The date on the cover page of this Updated Software/Support Policy shows when it was last updated and published.

1 Support

During the Term, defined in Section 3 below, HCL Technologies (HCL) shall provide the following level of support to LICENSEE as selected and detailed below.

Support package in a USP includes:

- Software Updates - HCL shall provide LICENSEE with any updates of the HCL Product and technical documentation thereof which is maintained by HCL in accordance with its current support life cycle policy, without any separate license fee.
- Error Correction - LICENSEE may inform HCL of Errors in the HCL Product by sending e-mail to HCL. HCL shall respond to such reports within two (2) business days, and make commercially reasonable efforts to correct any documented, reproducible Error, to provide an acceptable work-around, or correct errors in the documentation in forthcoming updates to the HCL Product.
- Email Questions – LICENSEE can initiate the Support question by sending electronic mail to the HCL Product support email alias provided in the product documentation.
- Phone Questions – Not supported.

SUMMARY:

| | |
|--------------------------------------|---------------------------|
| Support Fee | Fees will be as per quote |
| Term (Months) | 12 |
| Email Questions | Yes |
| Phone Questions | No |
| Response Time (Business Days) | 2 |

- Response Time – HCL shall acknowledge the Support inquiry within the Response Time listed in the above table. HCL shall make available its designated technical staff to assist with LICENSEE’s questions and to assist LICENSEE in solving problems. General support response time is between the hours of 9:00 a.m. and 5:00 p.m., India, Monday through Friday, excluding HCL standard holidays.

2 Licensee's Responsibilities

- **Materials.** LICENSEE will provide HCL with copies of such hardware, programs, reports and materials as may be reasonably requested by HCL to enable HCL to duplicate any problems identified in the HCL Product, to confirm that the problem is caused by HCL, and to attempt to correct the problem.
- **Modifications.** In connection with all Support, LICENSEE will inform HCL of any modifications made by LICENSEE to the HCL Product, in such detail as HCL may reasonably request. HCL shall not be responsible for maintaining LICENSEE-modified portions of the HCL Product or for maintaining portions of the HCL Product affected by LICENSEE modifications.
- **Improper Installation.** HCL shall not be responsible for improper installation by LICENSEE or use of the HCL Product that deviates from any operating procedures established by HCL in the applicable documentation.
- **Improper Media.** HCL shall not be responsible for the Error due to any media not furnished by HCL; operation of HCL Product with other media not meeting or not maintained in accordance with the HCL's specifications.

3 Term

Support shall be valid for a period of 12 months from the date of license issue of HCL Product under the applicable License Agreement and for so long as LICENSEE enrolls for continuous updates, maintenance and support services by payment of the Support Fees as per the prevalent Update Support Plan (USP).

4 Exclusions

No Training / Onsite Support

Except as otherwise set forth in an Order, Statement of Work or other agreement between the Parties, Support does not include training or onsite support.

EXCEPT AS EXPRESSLY STATED IN THIS DOCUMENT HCL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO THE CONDITION, QUALITY, PERFORMANCE, DURABILITY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL SUCH WARRANTIES, CONDITIONS, UNDERTAKINGS AND TERMS ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.