

Terms of Use for HCL Workload Automation

This Terms of Use for HCL Workload Automation (“Terms of Use”), the Master License Agreement (available at: <https://www.hcltechsw.com/wps/portal/resources/master-agreements>), the Order, and the AWS Customer Agreement (available at: <https://aws.amazon.com/agreement/>), collectively the (“Agreement”), together make the Terms of Use (“Terms of Use”) for the acquisition and use of the HCL Workload Automation solution.

For the purposes of a purchase on AWS Marketplace of HCL Workload Automation such transaction will be defined as an Order which could include, but not be limited to, a bill, invoice, service quote, cost allocation tag, vendor metered tag or any other method that can reasonably be considered a purchase, collectively defined as the Order (“Order”). Any capitalized terms used but not defined in this Terms of Use shall have the meanings given to such terms in the other documents of the Agreement.

In the event of a conflict regarding the subject matter herein, this Terms of Use shall prevail. By ordering, accessing, or using the HCL Workload Automation solution, Customer agrees to this Terms of Use.

1. HCL Workload Automation is sold via the AWS Marketplace.
2. **Charge Metrics.** HCL Workload Automation is sold under the charge metric(s) as specified in the Order.
3. **Charges and Billing.** The amount payable for HCL Workload Automation is specified in an Order.
4. **Technical Support.** Technical support (“Support”) for HCL Workload Automation is offered with HCL Workload Automation and is not available as a separate offering. Upon purchase of the HCL Workload Automation solution, Customer is automatically enrolled in standard Support for the duration of the service subscription set forth in the Order and HCL shall provide Support in accordance with the current Support Guide posted at <https://support.hcltechsw.com/csm>
5. **Additional Terms.**
 - a. General. Customer agrees that HCL may publicly refer to Customer as a subscriber to HCL Workload Automation solution in a press or marketing communication.
 - b. Personal Information and Regulated Data. The HCL Workload Automation solution is not designed to meet or adhere to any specific security requirements for regulated content, such as personal information or sensitive personal information. Customer is responsible to determine if the HCL Workload Automation solution meets Customer’s needs with respect to the type of content Customer uses in connection with the HCL Workload Automation solution.
 - c. Security. Customer acknowledges that the Workload Automation solution is controlled by Customer and Customer agrees to maintain the HCL Workload Automation solution in accordance with Customer’s security standards and those required under the Agreement. HCL will not be responsible for any claims, losses, liabilities, or damages relating to any claims (including but not limited to the loss of data) made against HCL as a result of Customer’s failure to maintain security standards for the HCL Workload Automation solution.
 - d. Encryption. HCL Workload Automation native encryption is included for all configurations of the HCL Workload Automation solution. HCL Workload Automation native encryption encrypts key product files and provides secure local key management using encryption key rotation.

HCL provides Customer with an initial HCL Workload Automation server with encryption at rest. Customer is responsible for any change, further configuration, and maintenance of encrypted HCL Workload Automation key product files using the included HCL Workload Automation options, utilities, and documentation.

e. **Derived Benefit Locations.** Where applicable, taxes are based upon the location(s) Customer identifies as receiving benefit of the HCL Workload Automation solution. HCL will apply taxes based upon the business address listed when ordering HCL Workload Automation as the primary benefit location unless Customer provides additional information to HCL. Customer is responsible for keeping such information current and providing any changes to HCL.

f. **Customer Obligations.** Customer is obligated to install patches for HCL Workload Automation, the operating system, and other software in a timely manner to avoid defects, avoid security issues, and maintain currency with new functionality.

6. Customer may:

1. Only install and run software on the HCL Workload Automation solution that is directly related to performing or supporting use of data through the pre-installed HCL Workload Automation software. Customer is prohibited from installing or using any other software of any kind on the HCL Workload Automation solution.

2. Install additional open source packages for use with HCL Workload Automation on the nodes. HCL is not obligated to support these packages and is not responsible for impacts to the performance of HCL Workload Automation (i.e. HCL Workload Automation, the operating system, or the hardware platform as a whole) due to these additional packages.

7. Customer may not:

1. Resell direct access to a service or cloud service to a third party