TERMS OF USE FOR PURCHASE OF HCL TOTAL EXPERIENCE ON AWS MARKETPLACE

IF YOU/BUYER DO NOT HAVE SUCH AUTHORITY, OR IF YOU/BUYER DO NOT AGREE TO THESE TERMS OF USE, YOU/BUYER SHOULD NOT ACCEPT, USE, OR ACCESS HCL TOTAL EXPERIENCE.

This terms of use for HCL Total Experience, the Master License Agreement (available at: https://www.hcltechsw.com/wps/portal/resources/master-agreements) and the Order (collectively, the "**Agreement**") together make the Terms of Use ("**Terms of Use**") for the purchase and use of HCL Total Experienceby you/buyer ("**You/Buyer**").

Once You/Buyer procures the HCL Total Experience Container images under these Terms of Use, You/Buyer will receive a license to use the HCL Total Experience Container images on AWS cloud and You/Buyer will be responsible for procuring and managing the AWS services required to deploy and run the HCL Total Experience Container images on AWS cloud.

For the purposes of a purchase on AWS Marketplace of HCL Total Experience, 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 HCL Total Experience, You/Buyer agree to this Terms of Use.

1. HCL Total Experience is sold via the AWS Marketplace. You/Buyer acknowledges that HCLSoftware has exclusive right, title and interest in and to all of the Intellectual Property Rights ("IPR") in and to HCL Total Experience.

2. Charge Metrics. HCL Total Experience is sold under the charge metric(s) as specified in the Order.

3. Charges and Billing. The amount payable for HCL Total Experience is specified in an Order.

4. Technical Support. HCLSoftware shall provide Support for a Program in accordance with the current Support Guide posted at https://support.hcltechsw.com/csm.

5. **Termination**. In addition to HCLSoftware's termination rights under the Agreement, HCLSoftware may terminate the Agreement, Program license and/or any Order at any time for convenience by providing five (5) days prior written notice to You/Buyer.

6. Additional Terms.

a. You/Buyer agrees that HCLSoftware may publicly refer to You/Buyer as a subscriber to HCL Total Experience in a press or marketing communication.

b. You/Buyer may not resell HCL Total Experience to a third party.

c. You/Buyer should submit feedback to HCLSoftware and not to AWS. "Feedback" means (i) input, comments, responses, opinions, and feedback, concerning the definition, design or validation of HCL Total Experience. You/Buyer are not obligated to provide Feedback to HCLSoftware. Notwithstanding anything as outlined in any Agreement, to the extent that You/Buyer provides Feedback to HCLSoftware, any and all such Feedback becomes HCLSoftware IPR. For clarity HCLSoftware will have the right to utilize such Feedback worldwide, perpetually, irrevocably, royalty-free, with the right to sublicense, transfer or assign, to make, use, sell, offer to sell, have made, import, reproduce, prepare derivative works, distribute, incorporate or otherwise utilize such Feedback.

Nov. 12, 2024

d. HCLSoftware is not a party to any agreement between You/Buyer and AWS and/or its Affiliates. You/Buyer agrees that it is herein procuring the license to access and use HCL Total Experience from HCLSoftware pursuant to these Terms of Use. As a supplier to HCLSoftware, AWS and/or its Affiliates are acting solely as an agent and/or provider of payment/Tax processing and other related services in order to facilitate the procurement by You/Buyer on the AWS Marketplace of the license to access and use HCL Total Experience as is agreed hereunder and for no other purpose. The Parties agree that payment to AWS and/or its Affiliates acting on behalf of HCLSoftware shall be deemed to be payment to HCLSoftware for all purposes. For the avoidance of doubt, AWS and/or its Affiliates (and not HCLSoftware) is responsible for any AWS cloud services, or other AWS or third party products/services, that You/Buyer purchases from AWS and/or its Affiliates, including, without limitation, You/Buyer's obligation to separately procure any or all necessary AWS or other third party service(s) in connection with any software or services that may be provided on the AWS Marketplace.

Nov. 12, 2024