Terms of Use for purchase of Volt MX 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 VOLT MX.

This terms of use for Volt MX, the Master License Agreement (available at: https://www.hcltechsw.com/wps/portal/resources/master-agreements), the Order, and, if applicable, the Cloud Services Agreement (available at: https://www.hcltechsw.com/wps/portal/resources/master-agreements), collectively the ("Agreement"), together make the Terms of Use ("Terms of Use") for the purchase and use of HCL Volt MX by you/buyer ("You/Buyer").

For the purposes of a purchase on AWS Marketplace of Volt MX, 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 Volt MX, you/buyer agree to this Terms of Use.

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

2. Charge Metrics. HCL's Volt MX is sold under the charge metric(s) as specified in the Order.

3. Charges and Billing. The amount payable for Volt MX is specified in an Order.

4. Technical Support. Technical support ("Support") for Volt MX is offered upon purchase. HCL shall provide Support in accordance with the current Support Guide posted at https://support.hcltechsw.com/csm.

5. Additional Terms.

a. You/Buyer agrees that HCL may publicly refer to you/buyer as a subscriber to Volt MX in a press or marketing communication.

b. You/Buyer may not resell Volt MX to a third party.

c. You/Buyer should submit feedback to HCL and not to AWS. "Feedback" means (i) input, comments, responses, opinions, and feedback, concerning the definition, design or validation of Volt MX. You/Buyer are not obligated to provide Feedback to HCL. Notwithstanding anything as outlined in any Agreement, to the extent that you/buyer provides Feedback to HCL, any and all such Feedback becomes HCL IPR. For clarity HCL 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.

d. HCL is not a party to any agreement between you/buyer and AWS and/or its Affiliates. You/Buyer agrees that it is herein licensing the right to access and use Volt MX from HCL pursuant to these Terms of Use. As a supplier to HCL, 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 right to access and use VOLT MX as is agreed hereunder and for no other purpose. The Parties agree that payment to AWS and/or its Affiliates acting on behalf of HCL shall be deemed to be payment to HCL for all purposes. For the avoidance of doubt, AWS and/or its Affiliates (and not HCL) is responsible for any AWS 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.