

TERMS OF USE FOR PURCHASE OF HCL MARKETING CLOUD 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 MARKETING CLOUD.

This terms of use for HCL Marketing Cloud, the Cloud Services 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 Marketing Cloud by you/buyer (“**You/Buyer**”).

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

1. HCL Marketing Cloud 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 Marketing Cloud.

2. Charge Metrics. HCLSoftware’s HCL Marketing Cloud is sold under the charge metric(s) as specified in the Order.

3. Charges and Billing. The amount payable for HCL Marketing Cloud is specified in an Order.

4. Technical Support. Technical support for a Cloud Service is provided in accordance with the relevant Service Description.

5. Termination. In addition to HCLSoftware’s termination rights under the Agreement, HCLSoftware may terminate the Agreement, the Cloud Service 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 Marketing Cloud in a press or marketing communication.

b. You/Buyer may not resell HCL Marketing Cloud 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 Marketing Cloud. 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.

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 right to access and use HCL Marketing Cloud 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 right to access and use HCL Marketing Cloud 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 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.