HCL SOFTWARE SERVICES AGREEMENT
("MSAlite")

Customer: _____	**HCL Technologies Limited**
Address: _____ _____	806 Siddharth, 96 Nehru Place, New Delhi-110019
("Customer")	**("HCL")**

THIS MSALITE AND ANY TRANSACTION DOCUMENT REFERENCING THIS MSALITE FOR EXAMPLE, A STATEMENT OF WORK ("**SOW**") AND/OR ORDER (EACH A "**SERVICE ORDER**") TOGETHER SHALL GOVERN THE PERFORMANCE OF ALL PROFESSIONAL SERVICES AND/OR PACKAGED SERVICES OFFERINGS ("**SERVICES**") PROVIDED THEREUNDER BY HCL.

TERMS & CONDITIONS

1. **Agreement Structure**: Service Orders may be entered into under this MSAlite by and between (a) HCL or an Affiliate of HCL; and (b) the Customer or an Affiliate of Customer. With respect to a Service Order, the term HCL or Customer will be deemed to refer to the entities that execute such Service Order. "**Affiliate**" means an entity that controls, is controlled by, or shares common control with HCL or Customer, where such control arises from either (a) a direct or indirect ownership interest of more than fifty percent (50%) of the outstanding voting stock and/or equivalent interest, or (b) the power to direct or cause the direction of the management and policies, whether through the ownership of voting stock and/or equivalent interest, by contract, or otherwise, equal to that provided by a direct or indirect ownership of more than fifty percent (50%) of the outstanding voting stock and/or equivalent interest. HCL and/or any HCL Affiliates entering into any Service Order referencing this MSAlite with a Customer (or a Customer Affiliate as applicable) shall each perform Services directly for the benefit of the Customer (or a Customer Affiliate, as applicable) indicated on the Service Order (all such HCL entities entering into a Service Order to perform Services being referred to as "**Suppliers**" or "**HCL**"). In this context, references to "Customer" or "Customer Affiliate", "Supplier" or "HCL" as well as to a "party" or the "parties" used herein shall be deemed to refer to the parties actually entering into the respective Service Order. In the event of any claim, such claim shall be represented and enforceable only by the parties stated on the applicable Service Order. For the avoidance of any doubt, and notwithstanding any term of this MSAlite or any Service Order, there is a direct contractual relationship under this MSAlite and any Service Order hereunder between the respective parties indicated on the Service Order. Notwithstanding any term of this MSAlite or any Service Order, neither this MSAlite nor any Service Order hereunder shall create a subcontracting relationship whereby a HCL Affiliate subcontracts any Services to HCL Technologies Limited or any of its other Affiliates in the event the MSAlite or a Service Order are entered into by multiple Suppliers. For Services ordered by Customer in the US, the HCL billing entity shall be HCL Corporate Services limited, UK.

2. **Parties Obligations**: HCL shall perform the Services as specified in the relevant Service Order pursuant to the contractual terms of the MSAlite and any amendments thereto. HCL's performance is conditional upon Customer fulfilling its obligations. Customer will cooperate with HCL and will provide, at no cost to HCL, safe and timely access to its premises and computer equipment, including remote access, adequate working space, facilities and any other

services, personnel, information, tools (including licenses) or materials that HCL may reasonably require to perform the Services. HCL shall not be liable for any delay or defect resulting from Customer's (or its representatives') acts or omissions.

3. **Invoices and Payment**: Charges for the Services shall be set forth in the relevant Service Order and are non-cancelable and non-refundable. Unless otherwise stated in the Service Order, Customer shall pay for reasonable travel and living expenses in the amount HCL actually incurs. Customer shall pay all invoices within thirty (30) days of date of the invoice. Payment of the charges and all other payments to the Supplier pursuant to the Service Order and this MSAlite shall be made by the Customer through electronic transfer of funds to the designated bank accounts as nominated by the Supplier in writing. Overdue amounts payable under the Service Order and this MSAlite will bear interest from the original due date at the rate of one percent (1%) per month or the maximum legal rate, whichever is less. Default in payment shall be deemed to be a material breach of this MSAlite. In the event of non-payment, HCL may also suspend work until Customer has paid all past-due amounts in full and to avoid exceeding the estimated charges set forth in the Service Order. The HCL entity entering into a Service Order referencing the MSAlite and performing Services under this MSAlite and any applicable Service Order (as appropriate) shall directly bill the Customer or the Customer Affiliate indicated on the Service Order that receives the benefit of those Services.

4. **Termination:** This MSAlite shall remain in force until terminated in accordance with the provisions of this MSAlite. Either party may terminate this MSAlite and/or the affected Service Order(s) (i) upon written notice if the other party fails to cure a material breach within thirty (30) days written notice of such breach, or (ii) for convenience by providing a sixty (60) days prior written notice to the other party. Unless a Service Order is terminated specifically, the termination of this MSAlite shall not affect any ongoing Service Order(s) and the terms of the MSAlite shall accordingly continue to apply to such ongoing Service Order(s).. Upon termination or expiration, Customer will pay the charges (including, expenses incurred by HCL) for the Services rendered by HCL through the effective date of termination and if applicable, the termination charges specified in the relevant Service Order. Furthermore, HCL will deliver to Customer the Deliverables (if any), whether finished or unfinished, only upon receipt of payment as mentioned above.

5. **Confidential Information:** "Confidential Information" means any information one party discloses to the other under this MSAlite and/or applicable Service Order which is identified as confidential or proprietary or that by its form, nature, content or mode of transmission would to a reasonable recipient be deemed confidential or proprietary. Confidential Information does not include information which: (a) is rightfully obtained by the recipient without breaching any confidentiality obligations; (b) is or becomes known to the public through no act or omission of the recipient; (c) the recipient develops independently without using Confidential Information of the other party; or (d) is disclosed in response to a valid court, regulatory requirement or governmental order provided the recipient notifies the disclosing party and assists in any objections. The recipient may use Confidential Information only for the purposes for which it was provided under this MSAlite or a Service Order, and shall treat it with the same degree of care as it does treat its own similar information, but in any event with no less than reasonable care. This section 5 shall not affect any other confidential disclosure agreement between the parties. Confidentiality obligations with respect to source code(s) and trade secrets shall be perpetual.

6. **Intellectual Property:** "Intellectual Property" means all intellectual property rights ("IPR"), including patents, trademarks, design rights, copyrights, database rights, trade secrets and all rights of an equivalent nature anywhere in the world. Each party shall at all times retain title in its own pre-existing IPR, and any enhancements, modifications, or derivatives made by such party thereto. HCL shall retain ownership of any newly created IPR contained in the Deliverables provided to the Customer. HCL hereby grants to Customer, a non-exclusive, non-

transferable license under any HCL IPR in and to the Deliverables to utilize such Deliverables for internal use. The Customer shall not sub-license the limited license granted by HCL to any third party, except in the case where Customer is contracting with HCL hereunder in connection with servicing Customer's client specifically named in the Service Order ("**Customer Client**"). Customer shall be solely responsible for the Customer Client's compliance with the terms of this MSAlite, including without limitation, the license restrictions contained in this Section 6. Each party recognizes that any unauthorized use of the other party's IPR could result in irreparable harm to the owner of the IPR for which damages would not be an adequate remedy. Customer represents and warrants that it has the requisite rights and/or authorizations to: (a) provide HCL access to the intellectual property (including software) made available by the Customer under this MSAlite and/or an Service Order; and (b) permit HCL to access source code, modify, alter, create derivative works of such intellectual property and/or perform Services using/on such intellectual property and shall obtain such authorizations from Customer Client, whenever applicable. Furthermore, Customer (during and after term hereof) shall indemnify and hold HCL and its Affiliates harmless from all claims, losses, damages and/or liability that arise from or that are related to a) the breach of this Section 6 by Customer/Customer Client; b) any third party intellectual property infringement claim arising out of any intellectual property provided by Customer and/or Customer Client and c) any Customer Client claims against HCL.

7. **Customer Data and Privacy**

HCL as Controller. Customer authorizes HCL and its Affiliates to store and use Customer's business contact information wherever it does business, in connection with the performance of Services, or in furtherance of HCL's business relationship with Customer. Any personal data used by HCL as a data controller will be processed under the terms of the HCL online privacy statement found here: https://www.hcltechsw.com/legal/privacy.

Non-Personal Data. During the performance of its Services, HCL may request that Customer send certain information to HCL. Such information may include metadata, usage metrics, and/or system data, excluding personally identifiable information. Customer acknowledges that HCL uses information about errors and problems to improve its Services. Customer is responsible for ensuring that such data is backed up before providing same and that it is sent only through HCL approved secure channels.

HCL as Processor. To the extent Customer provides personally identifiable information to HCL for purposes of HCL performing the Services, such information shall be processed by HCL as a data processor. The terms of the data processing addendum ("DPA") found at https://www.hcltechsw.com/resources/master-agreements posted as of the Effective Date shall apply to such processing and are hereby incorporated by reference. To the extent personal data from the European Economic Area (EEA), the United Kingdom and Switzerland are processed by HCL outside of the EEA, the relevant Standard Contractual Clauses shall apply, as further set forth in the DPA. For the purposes of the Standard Contractual Clauses, Customer and its applicable Affiliates are each the data exporter, and Customer's acceptance of this MSAlite shall be treated as its execution of the relevant Standard Contractual Clauses and Appendices. Customer acknowledges that it shall have no reason to provide sensitive personal data/special category of personal data to HCL for any purposes and shall not include same in any support ticket or file attachment without HCL's prior express written consent. Customer is responsible for ensuring that all data is backed up before providing same and that it is sent only through HCL approved secure channels.

Protection of Customer Data. HCL will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer data, as described in HCL's Technical and Organizational Measures found here: https://www.hcltechsw.com/resources/sw-toms.

8. **Acceptance:** Deliverables provided under a Service Order may undergo a mutually agreed upon acceptance testing as specified in the relevant Service Order. If the Deliverable fails to clear the acceptance testing based on the acceptance criteria, Customer shall notify HCL and

HCL shall correct such defects and resubmit for acceptance testing until accepted by the Customer. If Customer fails to notify HCL its result within seven days from the date of acceptance testing or starts using the Deliverables (whichever is earlier), such Deliverable(s) shall be deemed to be accepted. "**Deliverables**" means the work product which HCL creates for the Customer (or Customer Client) pursuant to the Service Order.

9. **Warranty:** Each Supplier performing Services under this MSAlite or any Service Order warrants that the Services it performs will be performed in a good and workmanlike manner. Unless otherwise agreed in the Service Order, in the event of a breach of the aforementioned service warranty and provided a claim is made by the Customer within thirty (30) days of delivery of Services, Supplier shall re-perform the Services so that it complies with the aforementioned service warranty. Such re-performance of the Service shall be the sole and exclusive remedy available to the Customer for the breach of the above-mentioned Service warranty. Unless otherwise agreed to in the Service Order, each Supplier agrees that any Deliverable provided hereunder shall conform to the mutually agreed upon specifications for a period of thirty (30) days from the date of acceptance ("**Warranty Period**"). Customer's sole and exclusive remedy and each Supplier's entire liability for breach of the above warranty for a Deliverable will be to rectify or replace such defective Deliverable, provided Customer notifies such Supplier of any breach of warranty within the Warranty Period. EXCEPT AS SPECIFIED HEREIN, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARE HEREBY DISCLAIMED.

10. **Limitation of Liability**: Except for breach of Customer's payment obligations, and Customer's liability for claims arising under or related to Section 6, each party's (including its Affiliates) aggregate liability to the other (and its Affiliates) for any and all claims arising out of or in relation to this MSAlite, whether for breach or in tort or otherwise, shall not exceed the fees received by HCL from the Customer for the Services and Deliverables under the relevant Service Order during the previous 12 months period from the date the claim first arose. Except for breach of Customer's payment obligations, and Customer's liability for claims arising under or related to Section 6, NEITHER PARTY(NOR ITS AFFILIATES) SHALL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS MSALITE (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE, DATA OR OTHER ECONOMIC ADVANTAGE) HOWEVER THEY ARISE, WHETHER IN BREACH OF CONTRACT, BREACH OF WARRANTY, OR IN TORT, INCLUDING NEGLIGENCE, AND EVEN IF THAT PARTY HAS PREVIOUSLY BEEN ADVISED OF, OR COULD REASONABLY HAVE FORESEEN, THE POSSIBILITY OF SUCH DAMAGES.

11. **Non-solicitation**: During the term of the Service Order and for a period of one (1) year thereafter, Customer shall not directly or indirectly, solicit, hire or entice away any personnel of HCL engaged in the performance of Services or Deliverables. In the event of any breach of this Section, Customer shall immediately pay HCL as liquidated damages an amount equal to USD One Hundred Thousand ($100,000) for every such personnel hired.

12. **Compliance with Law:**
Export. Services and Deliverables HCL delivers may be subject to U.S. export controls or the trade laws of United States, and other applicable countries. Both Parties will comply with all applicable export and import laws and associated embargo and economic sanction regulations, including those of the United States, that prohibit or restrict the export, re-export, or transfer of products, technology, services, or data, directly or indirectly, to certain countries, or for certain end uses or end users.

Anti-Corruption and Other Laws. Each party will comply, at its own expense, with all applicable laws to this MSAlite, including, without limitation, all laws prohibiting corruption and bribery (such as, if applicable, the U.S. Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010), laws (as amended from time to time).

13. **Independent Contractors**: HCL is acting only as an independent contractor. This MSAlite shall not be construed in such a way that either party constitutes, or is deemed to be, the representative, agent, employee, or partner of the other party.

14. **Assignment:** Neither party shall assign any of its rights and obligations under this MSAlite or Service Order without the prior written consent of the other party. However, HCL shall be entitled to: (i) subcontract its responsibilities under this MSAlite or Service Order to its Affiliates or a third party considered by HCL in good faith to be of equal standing and integrity; and (ii) assign the benefit of its entitlement to payment of the fees payable to it hereunder to a third party provider of receivables financing or similar financial arrangement. However, in either of the foregoing subsections (i) & (ii), HCL shall remain liable for its obligations hereunder and in case of any assignment of payment of fees at HCL's direction shall constitute satisfaction of the Customer's related payment obligations.

15. **Taxes:** Customer is responsible for payment of any and all sales, use, value added, GST, and any other similar taxes or governmental fees associated with any Service Order, except for taxes based on HCL's net income, gross revenue or employment obligations. If HCL is obligated by applicable law to collect and remit any taxes or fees, the appropriate tax or fee amount will be charged, an estimate of which may be set forth in the Service Order and the final amount will be set forth in the applicable invoice. Customer agrees to bear any withholding tax liability as may be required by applicable law and would increase payment due under the Service Order by such an amount so that the net payment made to HCL after deduction of applicable withholding tax is the same, had there been no withholding tax applicable. Customer is solely responsible for timely and accurate payment of applicable taxes and fees, irrespective of what HCL's invoice may state. Subject to applicable laws and presentation of a valid tax exemption certificate provided within the period of the payment terms, HCL will make relevant adjustments in the invoice. Customer shall remain liable for any incorrect claims of tax exemptions. This paragraph shall survive the termination of this MSAlite with respect to taxes arising on transactions occurring during the term of this MSAlite.

16. **Governing Law; Jurisdiction; and Waiver of Jury Trial**. For purchases in the U.S., any claims arising under or relating to this MSAlite and any Service Order will be governed by the internal substantive laws of the State of California or federal courts located in California, without reference to (i) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (ii) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (iii) other international laws. For purchases in the U.S., each Party (i) hereby irrevocably agrees to submit to the jurisdiction and venue in the courts of the State of California for all disputes and litigation arising under or relating to this MSAlite and (ii) waives any right to a jury trial in any proceeding arising out of or related to this MSAlite. For purchase outside the U.S., the Parties agree to the application of the laws of the country of the Customer's entity registered seat entering into a Service Order to govern, interpret, and enforce all of Customer's and HCL's respective rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this MSAlite and any Service Order, without reference to (i) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (ii) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (iii) other international laws. Furthermore, all rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this MSAlite or any Service Order, are subject to the jurisdiction of the courts located at the Customer's entity registered seat entering into a Service Order.

17. **General:** No change, waiver, or discharge hereof shall be valid unless in writing and signed by the party against which it is sought to be enforced. No delay or omission by either party in exercising any right hereunder shall be construed as a waiver. A waiver by either of the parties of any provision or breach shall not be a waiver of any other provision or breach. This MSAlite along with any Service Order referencing this MSAlite constitutes the entire agreement between the parties relating to the Services specified in the Service Order and supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties. In the event Customer proposes or accepts an Service Order by submitting a Customer purchase order, order document, acknowledgment, or other Customer communication or otherwise issues such document to the Supplier, then regardless of whether Supplier acknowledges, accepts, fully or partially performs under any such document, Supplier objects and rejects any additional or different terms in such document and none of such additional or different terms will become part of the agreement between the parties even if Supplier uses or refers to such document for invoicing purposes. For the avoidance of doubt, the aforesaid applies to HCL including any HCL Affiliates providing the Services as Suppliers. Delivery of the Service described in the Service Order is not necessary to Customer's use and enjoyment of the software programs licensed from HCL. There are no third-party beneficiaries to this MSAlite. In the event of a conflict between the terms of this MSAlite and an Service Order executed hereunder, the terms of the Service Order shall prevail solely for the purpose of the Service Order and provided the parties expressly state their intention to deviate from the MSAlite. Neither Party will be liable for any failure to perform (except Customer's monetary obligations and each party's confidentiality obligations) due to circumstances that it could not have been reasonably foreseen or causes beyond its reasonable control, including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, epidemic, pandemic, delay in delivery by vendors, fire, flood, accident, strikes, inability to secure transportation, facilities, fuel, energy, labor, or materials. In the event of force majeure, time for delivery or other performance will be extended for a period equal to the duration of the delay caused thereby. Notice under this MSAlite must be sent in writing to the attention of the contact persons at the address listed for the parties in the Service Order as well as marked as for the attention of the Legal Department.

Customer   **HCL**

By: _____   **By**: _____
Authorized Customer Representative   Authorized HCL Representative

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____