HCL ANA Cloud Services Agreement

BY (A) CLICKING ON AN "ACCEPT" BUTTON, OR (B) EXECUTING AN ORDER THAT REFERENCES THIS HCL ANA CLOUD SERVICES AGREEMENT, OR (C) OTHERWISE USING OR ACCESSING HCL ANA CLOUD SERVICES, YOU ("CUSTOMER") AGREE TO THE TERMS OF THIS HCL ANA CLOUD SERVICES AGREEMENT. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND SUCH COMPANY OR OTHER LEGAL ENTITY TO THESE TERMS IN WHICH CASE THE TERM "CUSTOMER" WILL REFER TO SUCH ENTITY. THIS HCL ANA CLOUD SERVICES AGREEMENT IS EFFECTIVE AS OF THE DATE YOU ACCEPT THESE TERMS AND SHALL REMAIN IN FORCE UNTIL TERMINATED IN ACCORDANCE WITH THE TERMS HEREIN.

IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE TO THESE TERMS, YOU SHOULD NOT ACCEPT THIS HCL ANA CLOUD SERVICES AGREEMENT OR USE OR ACCESS THE HCL ANA CLOUD SERVICES.

This HCL ANA Cloud Services Agreement is by and between Customer and **HCL Technologies Limited**, a company duly organized and existing under the laws of India and having its registered offices at 806 Siddharth, 96 Nehru Place, New Delhi-110019 ("**HCL**"), and governs the receipt and use by Customer of HCL ANA cloud services provided by HCL and made available via a network ("**Cloud Services**"). HCL and Customer are hereinafter referred to individually or collectively, as "**Party**" or "**Parties**." This HCL ANA Cloud Services Agreement (CSA) and applicable Attachments, Orders and Service Descriptions (SDs) are the complete agreement regarding transactions under this CSA (together, the "**Agreement**") under which Customer may order Cloud Services. A SD is a document that provides a description and other information regarding a specific Cloud Service. Attachments, SDs, and Support information are available at https://www.hclindustrysaas.com/legal per product as applicable Attachments provide supplemental terms that apply to certain types of Cloud Services. An Order is an agreed written or electronic document, subject to the terms and conditions of this CSA that identifies the Cloud Services to be provided, quantity/usage limits of each Cloud Service to be provided, applicable fees, taxes, payment terms and the Support to be purchased, and any other applicable terms (including but not limited to a listing of any additional authorized users which for avoidance of doubt Customer shall be responsible for their agreement and compliance with the terms hereof).

"Support" may mean basic Support, Premium Support or Extended Support. Customer is automatically enrolled in basic Support for the Cloud Service identified in an Order for the first 12 months thereof at no additional cost. HCL may offer and Customer may purchase basic Support for a renewal period, Premium Support or Extended Support, via the execution of a separate contract or Order. Any conflicting terms in an Attachment, Order or SD that override other parts of this CSA will be identified in the Attachment, Order or SD accepted by the Customer and only apply to the specific transaction. "Premium Support" is where HCL assigns a named HCL support engineer to provide proactive and responsive support to the Customer, beyond the basic Support. It is in addition to the basic Support charges. "Extended Support" is where HCL offers basic Support for older versions of the Program. It is in addition to the basic Support charges.

Cloud Services and Support are obtained solely in connection with Orders executed by both Parties. Each Order is subject to the term of this CSA and deemed to be a discrete contract, separate from each other Order, unless expressly stated otherwise therein. Orders may be entered into under this CSA by and between (a) HCL or an Affiliate of HCL; and (b) Customer or an Affiliate of Customer. With respect to an Order, the term HCL or Customer will be deemed to refer to the entities that execute such Order, but in all cases Customer is fully responsible for ensuring its Affiliates' (and other authorized users') agreement and compliance with the terms hereof (including any Order). Neither execution of this CSA nor anything contained herein will obligate either Party to enter into any Orders. In the event an Order is proposed by HCL, and is deemed to constitute an offer, then acceptance of such offer is limited to its terms. In the event Customer proposes or accepts an Order by submitting a Customer purchase order, order document, acknowledgment, or other Customer communication,

then regardless of whether HCL acknowledges, accepts, fully or partially performs under any such document, HCL objects and rejects any additional or different term in such document and none of such additional or different terms will become part of the agreement between the Parties even if HCL uses or refers to such document for invoicing purpose. Solely for administrative convenience of the Parties in ordering hereunder, Customer may issue a purchase order in lieu of the Parties signing the HCL Order form (HCL Program License and Support Order Schedule) and such purchase order shall then be deemed an Order for ordering purposes. Such purchase order shall be subject to this CSA, and any different terms in such purchase order (whether payment terms, taxes, warranty, scope of Support, limitation of liability, termination, or otherwise) will not apply as the purpose of the purchase order is solely for identifying pricing, product/service selected, and quantity for ordering hereunder. All references in this Agreement to differing or additional terms that may apply in an Order do not apply to purchase orders used as the Order. Subject to this paragraph, HCL (or its Affiliates) may accept the purchase order by processing it.

1. Cloud Services

a. HCL Cloud Services are designed to be available 24/7, subject to maintenance. Customer will be notified of scheduled maintenance. Technical support and service level commitments for each Cloud Service, if applicable, are specified in an Attachment or SD or are available at https://www.hclindustrysaas.com/legal per product as applicable.

b. HCL may offer non-HCL services ("Non-HCL Services"), or an HCL Cloud Service may enable access to Non-HCL services, that may require acceptance of third party terms identified in the SD. Linking to or use of Non-HCL services constitutes Customer's agreement with such terms. HCL is not a party to such third party agreements and is not responsible for such Non-HCL services. HCL does not provide any warranties or support with respect to Non-HCL services. HCL may, at any time and at its sole discretion, discontinue Non-HCL service offerings or revoke access to Non-HCL services via HCL Cloud Service, without entitling Customer to any refund, credit, or other compensation and without incurring any liability under the Agreement.

c. Customer accepts an Attachment or SD by ordering, enrolling, using, or making a payment for the Cloud Service. When HCL accepts Customer's order, HCL provides Customer the authorizations specified in the SD.

d. HCL will provide the facilities, personnel, equipment, software, and other resources necessary to provide the Cloud Services and generally available user guides and documentation to support Customer's use of the Cloud Services. A Cloud Service may require the use of enabling software that Customer downloads to Customer systems to facilitate use of the Cloud Service. Customer may use enabling software only in connection with use of the Cloud Service and according to any licensing terms if specified in a SD. Enabling software is provided as-is, without warranties of any kind.

e. Customer will provide hardware, software and connectivity to access and use the Cloud Service, including any required Customer-specific URL addresses and associated certificates.

f. Customer may access a Cloud Service only to the extent of authorizations acquired by Customer. Customer is responsible for use of Cloud Services by any user who accesses the Cloud Service with Customer's account credentials. A Cloud Service may not be used in any jurisdiction for unlawful, obscene, offensive or fraudulent Content or activity, such as advocating or causing harm, interfering with or violating the integrity or security of a network or system, evading filters, sending unsolicited, abusive, or deceptive messages, viruses or harmful code, or violating third party rights. In addition, Customer may not use Cloud Services if failure of the Cloud Service could lead to death, bodily injury, or property or environmental damage. Customer shall not: i) reverse engineer any portion of a Cloud Service; ii) assign or resell direct access to a Cloud Service to a third party outside Customer's organization or use the Cloud Service for any reason other than Customer's internal business purpose; or iii) combine Cloud Services with Customer's

value add to create a commercially available Customer branded solution that Customer markets to its end user customers unless otherwise agreed in writing by HCL.

g. Customer shall keep strictly confidential all materials and information provided by HCL. Customer may not copy or disclose any HCL intellectual property and/or information to any third party or use the same for any purpose other than for using the Cloud Services in accordance with the terms of the Agreement.

h. A Cloud Service or feature of a Cloud Service is considered "Preview" when HCL makes such services or features available at no charge, with limited or pre-release functionality, or for a limited time to try available functionality (such as beta, trial, no-charge, or preview designated Cloud Services). Preview services are excluded from available service level agreements. A Preview service may not be covered by support and HCL may change or discontinue a Preview service at any time and without notice. HCL is not obligated to release a Preview service or make an equivalent service generally available.

2. Content and Data Protection

a. "**Content**" consists of all data, software, and information that Customer (or its authorized users) provides, authorizes access to, or inputs to the Cloud Service. Use of the Cloud Service will not affect Customer's ownership or license rights in such Content. HCL, its Affiliates, and contractors of either, may access and use the Content solely for the purpose of providing and managing the Cloud Service. HCL will treat all Content as confidential by not disclosing Content except to HCL employees and contractors and only to the extent necessary to deliver the Cloud Service, except for any Content that: (i) is or becomes generally known to the public, through no wrongful act of HCL; (ii) was known to HCL prior to its disclosure; (iii) is lawfully received from a third party; or (iv) was independently developed by HCL. Furthermore, HCL may disclose Content to the extent compelled by law to do so, provided HCL gives the Customer prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Customer's cost and expense, if the Customer wishes to contest the disclosure.

b. Customer is responsible for obtaining all necessary rights and permissions to enable, and grants such rights and permissions to, HCL, its Affiliates, and contractors of either, to use, provide, store and otherwise process Content in the Cloud Service. This includes Customer making necessary disclosures and obtaining consent, if required, before providing individuals' information, including personal or other regulated data in such Content. If any Content could be subject to governmental regulation or may require security measures beyond those specified by HCL for a Cloud Service, Customer will not input, provide, or allow such Content unless specifically permitted in the terms of the relevant SD or unless HCL has otherwise first agreed in writing to implement additional security and other measures.

c. HCL 's Privacy Statement, available at https://www.hcltechsw.com/wps/portal/legal/privacy, applies for generally available Cloud Service offerings where personal data is processed by HCL as a data controller. Specific security features and functions of a Cloud Service may be provided in an attachment and SDs. Customer is responsible to assess the suitability of each Cloud Service for Customer's intended use and Content and to take necessary actions to order, enable, or use available data protection features appropriate for the Content being used with a Cloud Service. By using the Cloud Service, Customer accepts responsibility for use of the Cloud Service, and acknowledges that it meets Customer's requirements and processing instructions to enable compliance with applicable laws.

d. HCL's Data Processing Addendum ("**DPA**") available at https://www.hcltechsw.com/resources/master-agreements - applies and prevails over any conflicting terms of the CSA and the referenced documents where personal data is processed by HCL as a processor, if and to the extent the European General Data Protection Regulation (EU/2016/679) (GDPR) applies to personal data contained in the Content. At Customer's written

request, within thirty (30) days of termination or expiration of the applicable Agreement and fulfillment of the purposes agreed in the context of the Services (or as otherwise agreed by the parties) HCL shall either delete, destroy or return all personal data to Customer and destroy or return any existing copies. Consideration shall be taken at such time as to whether there is any legitimate need to retain the Personal data so as not to disrupt any operations or otherwise interfere with the Services provided hereunder. Notwithstanding the above, personal data shall not be retained for longer than permitted under any applicable law or regulation.

    e. HCL may charge for certain activities performed at Customer's request (such as delivering Content in a specific format). HCL does not archive Content, however some Content may remain in Cloud Service backup files until expiration of such files as governed by HCL's backup retention practices.

    f. Upon request by either Party, HCL, Customer or Affiliates of either, will enter into additional agreements as required by law in the prescribed form for the protection of regulated personal data included in Content. The Parties agree (and will ensure that their respective Affiliates agree) that such additional agreements will be subject to the terms of the Agreement.

3. Changes

    a. Customer acknowledges that HCL may modify: i) a Cloud Service; and ii) the Privacy Policy/DPA, from time to time at HCL's sole discretion and such modifications will replace prior versions as of the effective date. The intent of any modification will be to: i) improve or clarify existing commitments; ii) maintain alignment to current adopted standards and applicable laws; or iii) provide additional features and functionality. Modifications to the SDs will not result in a material reduction of the Cloud Service.

    b. HCL may withdraw a Cloud Service on 12 months' notice and in such instance HCL will continue to provide the Cloud Service for the remainder of Customer's unexpired term in case of a fixed term and for all other cases work with Customer to migrate to another HCL offering. Access to Non-HCL services may be withdrawn by HCL at any time.

    c. Since this CSA may apply to many future Orders, HCL may modify this CSA by providing Customer at least three months' written notice. Changes are not retroactive; they apply, as of the effective date, only to new Orders, ongoing Orders that do not expire, and renewals. For transactions with a defined renewable contract period stated in an Order, Customer may request that HCL defer the change effective date until the end of the current contract period. Customer accepts changes by placing new Orders or continuing use after the change effective date or allowing transactions to renew after receipt of the change notice. Except as provided above, all changes to the Agreement must be in writing accepted by both Parties.

4. Trial, Beta Cloud Services and Other Preview Services

    a. If Customer chooses to use any trial Cloud Services ("**Trial Cloud Services**"), beta Cloud Services ("**Beta Cloud Services**"), or any other Preview Services, Customer may do so only to evaluate functionality, performance, compatibility and reliability during the period that HCL specifies. In connection with such use, Customer specifically agrees that:

        (i) Trial Cloud Services, Beta Cloud Services and other Preview Services are provided "AS-IS" and without support;

        (ii) Any security, compliance, service level, and privacy commitments stated in this Agreement are not applicable to Trial Cloud Services, Beta Cloud Services or other Preview Services;

        (iii) HCL may change or discontinue Trial Cloud Services, Beta Cloud Services or other Preview Services at any time and makes no commitment to make them generally available;

        (iv) Beta Cloud Services are Confidential Information of HCL;

(v)   Beta Cloud Services are experimental, provided for testing purposes only, and may not be used in production; and

(vi)   Customer will comply with testing guidelines that HCL provides and will make reasonable efforts to provide feedback. HCL shall own all such feedback and shall have the right, on a perpetual and irrevocable basis, to use such feedback for any reason without payment or other obligation to Customer.

5.   Warranties

a.   HCL warrants that it provides Cloud Services using commercially reasonable care and skill. The warranty for a Cloud Service shall end upon the termination or expiration of the Cloud Service term under the applicable Order.

b.   HCL does not warrant uninterrupted or error-free operation of a Cloud Service or that HCL will correct all defects or prevent third party disruptions or unauthorized third-party access.

c.   The warranties stated in this Section are the exclusive warranties from HCL and replace all other warranties, including the implied warranties or conditions of satisfactory quality, merchantability, non-infringement, and fitness for a particular purpose. HCL warranties will not apply if there has been misuse, modification, damage not caused by HCL, or failure to comply with instructions provided by HCL. Preview services and Non-HCL services are made available under the Agreement as-is, without warranties of any kind. Third parties may provide their own warranties to Customer.

6.   **Payment.**

6.1.   Fees. Customer will pay any and all fees as detailed in the Order. Except as provided therein, all amounts in the Order are in United States Dollars (USD). Payment is due in advance. Customer will pay HCL for the amounts due, owing, and duly invoiced under the Order within thirty (30) days of the date of invoice. Customer shall make all payments pursuant to the Order through electronic transfer of funds to the designated bank accounts as nominated by HCL in writing. Overdue amounts payable under the Order 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. Except as provided in this CSA, all fees are non-refundable and non-cancelable.

6.2   Taxes. All fees quoted are exclusive of taxes. Customer is responsible for payment of any sales, use, value added, GST, and any other similar taxes or governmental fees associated with the 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 and set forth in the applicable invoice. Customer agrees to bear any withholding tax liability as may be required by law and would increase payment due under the 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.

7.   Liability and Indemnity

a.   HCL's entire cumulative liability for all claims (regardless of nature) related to the Agreement will not exceed the amount of any actual direct damages incurred by Customer up to the amounts paid hereunder by Customer to HCL, under the applicable Order, during the preceding twelve (12) month period for the affected service. HCL will not be liable for special, incidental, exemplary, indirect, or economic consequential damages, lost profits, business, value, revenue, goodwill, or anticipated savings, business interruption or loss/corruption of data. These limitations apply collectively to HCL, its Affiliates, contractors, and suppliers, and Customer shall ensure that its users agree to same.

b.   Damages that cannot be limited under applicable law are not subject to the above cap.

c. If an unaffiliated third party asserts a claim against Customer that a Cloud Service acquired under the Agreement infringes a patent or copyright, HCL will at it election settle such claim or defend Customer against that claim and pay amounts finally awarded by a court against Customer or included in a settlement approved by HCL, provided that Customer promptly: i) notifies HCL in writing of the claim; ii) supplies information requested by HCL; and iii) allows HCL to control, and reasonably cooperates in, the defense and settlement, including mitigation efforts.

d. HCL has no responsibility for claims based on Non-HCL products and services, items not provided by HCL, any violation of law or third-party rights caused by Customer's Content, materials, designs, or specifications, or for any act or omission of Customer or its representatives, or of any non-HCL person or entity, including but not limited to: (i) modification of the Cloud Service by a party other than HCL; (ii) use of the Cloud Service in combination with hardware, software or cloud infrastructure not provided by HCL; (iii) any unauthorized use of the Cloud Service; or (iv) Customer's failure to incorporate updates or upgrades that would have avoided the alleged infringement.

8. Term and Termination

a. The Cloud Service period ("**Subscription Period**") and Support period ("**Support Period**") are set forth in the applicable Order. Following the initial term thereof, the Subscription Period and Support Period shall renew automatically for successive twelve (12) month terms each, subject to the right of either Party to cancel such renewal by delivery of written notice of non-renewal to the other Party at least ninety (90) days prior to the end of the then current term.

b. HCL may suspend or limit, to the extent necessary, Customer's use of a Cloud Service if HCL determines there is a material breach of Customer's obligations, a security breach, violation of law, or breach of the terms set forth in section 1(f). If the cause of the suspension can reasonably be remedied, HCL will provide notice of the actions Customer must take to reinstate the Cloud Service. If Customer fails to take such actions within a reasonable time, HCL may terminate the Cloud Service. Failure to pay HCL (or as applicable, HCL's Business Partner) is a material breach.

c. HCL may terminate or suspend the Agreement and/or any Cloud Service or Support upon written notice to Customer if Customer fails to meet the credit requirements established by HCL and does not cure same within thirty (30) days of receipt of written notice from HCL (to the extent Customer consent for credit checks is necessary, Customer hereby provides its irrevocable consent for same during the term hereof), or if Customer: (i) files or has filed against it a petition in bankruptcy, (ii) has a receiver appointed to handle its assets or affairs, or (iii) makes or attempts to make an assignment for benefit of creditors. For purposes of this subsection (c), written notice can include email notice. For avoidance of doubt, (i) HCL's right to terminate or suspend under this Agreement includes, but is not limited to, remotely deactivating license keys or shutting off Support; and (ii) HCL's rights to terminate or suspend are in addition to other rights HCL may have.

d. Either Party may terminate the Agreement: i) without cause on at least one month's notice to the other after expiration or termination of its obligations under the Agreement; or ii) immediately for cause, but terminate only with respect to the Cloud Service or Support at issue, if the other is in material breach of the Agreement, provided the one who is not complying is given written notice and 30 days to comply (it being acknowledged that HCL may provide notice by email).

e. Customer may terminate a Cloud Service on one month's notice: i) at the written recommendation of a government or regulatory agency following a change in either applicable law or the Cloud Services; ii) if HCL's modification to the computing environment used to provide the Cloud Service causes Customer to be noncompliant with applicable laws; or iii) if HCL notifies Customer of a modification that has a material adverse effect on Customer's use of

the Cloud Service, provided that HCL will have 90 days to work with Customer to minimize such effect.

f. Effect of Termination and/or Expiration

(1) Termination of the Agreement does not terminate existing Orders, and provisions of the Agreement as they relate to such Orders remain in effect until fulfilled or otherwise terminated in accordance with their terms, unless the Agreement has been terminated for cause or in accordance with Section 8(c).

(2) If the Agreement is terminated for cause or in accordance with Section 8(c), Customer shall pay to HCL, on the date of termination, the total amounts due per the Agreement (and, unless Customer terminated for cause, Customer shall pay all fees that would have been paid had Agreement not terminated). If the Agreement is terminated for any other reason and if any Orders are in force after such termination, then the Customer shall make the payments in accordance with the applicable Order terms and the Agreement.

(3) Upon termination or expiration of a Cloud Service, Customer shall pay to HCL, on the date of termination or expiration, the total amounts due for the applicable Cloud Service, and unless Customer terminated for cause, Customer shall pay all fees that would have been paid had the Cloud Service not terminated.

(4) Upon termination of the Agreement or upon the termination or expiration of a Cloud Service, HCL may assist Customer in transitioning Customer's Content to an alternative technology for an additional charge and under separately agreed terms.

(5) Any terms that by their nature extend beyond the Agreement termination remain in effect until fulfilled, and apply to successors and assignees.

9. Governing Laws and Geographic Scope

a. Each party is responsible for complying with: i) laws and regulations applicable to its business and Content; and ii) import, export and economic sanction laws and regulations, including defense trade control regime of any jurisdiction, including the International Traffic in Arms Regulations and those of the United States that prohibit or restrict the export, re-export, transfer (in-country) or re-transfer (in-country) of products, technology, services or data, directly or indirectly, to or for certain countries, end uses or end users.

b. For purchases in the U.S., any claims arising under or relating to this Agreement 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 Agreement and (ii) waives any right to a jury trial in any proceeding arising out of or related to this Agreement. For purchases in the Middle East and African countries, any claims arising under or relating to this Agreement will be governed by English laws, 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 and each Party hereby irrevocably agrees to submit to the jurisdiction and venue in the courts of England for all disputes and litigation arising under or relating to this Agreement. For purchasing outside the U.S., except Middle East and African countries,, both parties agree to the application of the laws of the country in which Customer obtained the Cloud Services 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 Agreement, 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 Agreement, are subject to the jurisdiction of the courts of the country in which Customer obtained the Cloud Service.

c. Unless otherwise agreed by the Parties, the rights and obligations of the Customer are valid only in the country of Customer's business address or the locations identified in the applicable Order. If Customer or any user exports or imports Content or use of any portion of the Cloud Service outside the country of Customer's business address or the location identified in the applicable Order, HCL will not serve as the exporter or importer. If any provision of the Agreement is invalid or unenforceable, the remaining provisions remain in full force and effect. Nothing in the Agreement affects statutory rights of consumers that cannot be waived or limited by contract.

10. General

a. Customer agrees that HCL may, no more than one time per twelve (12) month period, audit the Cloud Services and Support usage hereunder in order to verify Customer' use in compliance with this Agreement and/or Orders. HCL may conduct the audit itself or at its option engage an independent third party to do such audit, provided that such third party is subject to confidentiality obligation consistent with the Agreement. Customer will provide all assistance reasonably necessary for HCL to carry out such audit. If the audit reveals underpayment, Customer will promptly make such payments. If the audit reveals under-reporting of usage, Customer will promptly pay the difference. As with all provisions of the Agreement, HCL's rights and remedies in this paragraph will be without prejudice to other rights and remedies HCL has under this Agreement or in any Order, a law or in equity. HCL's audit rights under this paragraph shall survive any termination or expiration of an Order or this CSA for two years.

b. HCL is an independent contractor, not Customer's agent, joint venturer, partner, or fiduciary, and does not undertake to perform any of Customer's regulatory obligations or assume any responsibility for Customer's business or operations. HCL is an information technology provider only. Any directions, suggested usage, or guidance provided by HCL or a Cloud Service does not constitute medical, clinical, legal, accounting, or other licensed professional advice. Customer and its authorized users are responsible for the use of the Cloud Service within any professional practice and should obtain their own expert advice. Customer is responsible for its use of HCL and Non-HCL products and services. Each Party is responsible for determining the assignment of its and its Affiliates personnel, and their respective contractors, and for their direction, control, and compensation.

c. HCL maintains a set of business conduct and related guidelines covering conflicts of interest, market abuse, anti-bribery and corruption, and fraud. HCL and its personnel comply with such policies and require contractors to have similar policies.

d. Each Party will comply, at its own expense, all laws prohibiting corruption and bribery, as amended from time to time, (such as, if applicable, the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act 2010).

e. HCL, its Affiliates, and contractors of either, may, wherever they do business, store and otherwise process business contact information (BCI) of Customer, its personnel and authorized users, for example, name, business telephone, address, email, and user ID for business dealings with them. Where notice to or consent by the individuals is required for such processing, Customer will notify and obtain such consent. The HCL Privacy Policyprovides additional details with respect to BCI and Account Data described below.

f. Account Data is information, other than Content and BCI, that Customer provides to HCL to enable Customer's use of a Cloud Service or that HCL collects using tracking technologies, such as cookies and web beacons, regarding Customers use of a Cloud Service. HCL, its Affiliates,

and contractors of either, may use Account Data for example to enable product features, administer use, personalize experience, and otherwise support or improve use of the Cloud Service.

g. Customer's relationship with HCL business partners and resellers is governed by the agreement between Customer and any such HCL business partner and reseller. For this reason, HCL shall not be responsible for the acts or omissions of its business partners and resellers in their specific interactions with the Customer..

h. Neither Party may assign the Agreement, in whole or in part, without the prior written consent of the other; provided that HCL may assign or delegate its rights and/or obligations or any part thereof under this Agreement to any or all of its Affiliates. Assignment of HCL rights to receive payments or assignment by HCL in conjunction with the sale of the portion of HCL's business that includes a service is not restricted.

i. This CSA applies to HCL and Customer and their respective Affiliates who acquire Cloud Services under this CSA. The Parties shall coordinate the activities of their own Affiliates under the Agreement. "Affiliates" means an entity that controls, is controlled by, or shares common control with HCL or Customer, where such control arises from either (i) a direct or indirect ownership interest of more than fifty percent (50%) of the outstanding voting stock and/or equivalent interest, or (ii) 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.

j. Except as provided herein, all notices under the Agreement must be in writing, marked for the attention of the legal department and sent to the business address specified for the Agreement, unless a Party designates in writing a different address. The Parties consent to the use of electronic means and facsimile transmissions for communications as a signed writing. Any reproduction of the Agreement made by reliable means is considered an original. The Agreement supersedes any course of dealing, discussions or representations between the Parties with respect to the subject matter hereof.

k. No right or cause of action for any third party is created by the Agreement or any transaction under it. Neither Party will bring a legal action arising out of or related to the Agreement more than two years after the cause of action arose. Neither Party is responsible for failure to fulfill its non-monetary obligations due to causes beyond its control. Except as provided in Section 8, each Party will allow the other reasonable opportunity to comply before it claims the other has not met its obligations. Where approval, acceptance, consent, access, cooperation or similar action by either party is required, such action will not be unreasonably delayed or withheld.

l. HCL may use personnel and resources in locations worldwide, including contractors to support the delivery of the Cloud Services. HCL may transfer Content, including personal data, across country borders. A list of countries where Content may be processed for a Cloud Service is described in the SD. HCL is responsible for its obligations under the Agreement even if HCL uses a contractor and will have appropriate agreements in place to enable HCL to meet its obligations for a Cloud Service.

m. HCL may offer additional customization, configuration or other services to support Cloud Services, as detailed in a SD.