

Service Description

HCL iCE.X Cloud

This Service Description (“Service Description”) describes the HCL iCE.X on cloud service (“HCL iCE.X on Cloud” or “Cloud Service”). Additional terms governing the Cloud Service on Cloud is set forth in the HCL Cloud Service Agreement (“CSA”), available at <https://www.hclindustriysaas.com/legal>. This Service Description, any applicable Attachments, Orders, and the CSA are the complete agreement regarding transactions under the CSA (collectively, the "Agreement"). Any capitalized terms used but not defined in this Service Description shall have the meanings given to such terms in the CSA or other applicable documents of the Agreement.

1. HCL iCE.X on Cloud

HCL iCE.X on Cloud (Intelligent Connected Experience) is a standards-driven, vendor agnostic, carrier-grade intelligent Device Management Platform that can manage millions of diverse devices on a single platform. HCL iCE.X on Cloud enables its customers to manage the complete life cycle of devices – from provisioning, firmware management, data collection to end of life decommissioning – all the while providing the operational capabilities to optimize the end-user experience.

HCL iCE.X on Cloud provides the following capabilities:

- TR-069 ACS for managing a broad array of devices at scale
- XMPP Support for reaching the devices located behind a firewall, NAT server etc.
- Device registration, zero touch provisioning, and management support
- Firmware and software management
- Backup and restore of device configurations
- Differentiate users based on the control & access to devices
- User defined custom workflows, configurations sets, grouping, batch processing, SW file
- Audit logs for activity performed on the system by users and session tracing
- Micro-services based highly scalable architecture
- Feature-rich API to simplify integration into existing OSS/BSS platforms

1.1 Offerings

Customer may select from the following available offerings:

1.1.1 HCL iCE.X on Cloud High-Availability (HA)

The High-Availability version of HCL iCE.X on Cloud has redundancy built-in for the sub-components within the product architecture making the service highly available for use. It operates by reducing the single points of failure & triggering reliable & immediate cross over to back-up components in case of a failed component.

HCL offers cloud services on an infrastructure that has 99.9% uptime or higher, measured on a monthly basis. Uptime will mean that the Cloud Service is available to the Internet for use by Customer. If the Cloud Service is unavailable, the Cloud Service will be considered down (called “Downtime”). Downtime will not include periods of scheduled maintenance, unavailability caused by Customer, or unavailability caused by the Internet or other networks of systems not under the control of HCL. HCL will provide Customer with at least five (5) days advance notice of any scheduled Downtime and will use commercially reasonable efforts to promptly notify Customer of any unscheduled Downtime as soon as it becomes aware that unscheduled Downtime is required. Downtime and actual uptime will be measured and calculated using industry standard monitoring tools for measuring server uptime across all servers used to provide the Cloud Service.

1.1.2 HCL iCE.X on Cloud Non High-Availability (Non-HA)

The Non High-Availability version of HCL iCE.X on Cloud does not have redundancy built within the product architecture and no availability commitment. Support SLAs are provided per sections 5 and 6 below.

2. Charge Metrics

The following charge metrics apply to this Cloud Service. The “Price Book” along with this Service Description shall define various ordering part numbers based on the following metrics.

Devices Connected

Number of devices or ‘Customer Premise Equipments (CPEs)’ connected to the Cloud Service is a unit of measure by which HCL iCE.X on Cloud usage shall be charged. HCL iCE.X on Cloud pricing does not differentiate between different types of CPEs connected to its service and does not take into consideration the activity of CPEs. As long as the device is connected to HCL iCE.X on Cloud, it is considered towards the charging metric.

Interop for new devices:

Onboarding a new device (called Interop) to be managed by HCL iCE.X on Cloud shall warrant a one-time service cost. The term new device here refers to the devices which HCL iCE.X on Cloud does not support currently.

3. Charges and Billing

The amount payable for the HCL iCE.X on Cloud is specified in an Order.

3.1 Partial Month Charges

A partial month charge as specified in the Order may be assessed on a pro-rated basis.

3.2 Billing Frequency

Based on selected billing frequency, HCL will invoice Customer the charges due at the beginning of the billing frequency term, except for overage and usage type of charges which will be invoiced in arrears.

3.3 Derived Benefit Locations

Where applicable, taxes are based upon the location(s) Customer identifies as receiving benefit of the Cloud Service. HCL will apply taxes based upon the business address listed when ordering Cloud Service as the primary benefit location unless Customer provides additional information to HCL. Customer is responsible for keeping such information current and providing any changes to HCL.

3.4 Verification

Customer will i) maintain, and provide upon request, records, and system tools output, as reasonably necessary for HCL and its independent auditor to verify Customer's compliance with the Agreement, and ii) promptly order and pay for required entitlements at HCL's then current rates and for other charges and liabilities determined as a result of such verification, as HCL specifies in an invoice. These compliance verification obligations remain in effect during the term of the Cloud Service and for two years thereafter.

4. Term and Renewal Options

The term of the Cloud Service begins on the date HCL notifies Customer of their access to the Cloud Service, as documented in the Entitlement. The Entitlement will specify whether the Cloud Service renews automatically, or terminates at the end of the term.

For automatic renewal, unless Customer provides written notice not to renew at least 30 days prior to the term expiration date, the Cloud Service will automatically renew for the term specified in the Entitlement.

5. Technical Support

During the Subscription Period and after HCL notifies Customer that access to the Cloud Service is available, additional technical support information is available at the then current HCL Website made available to Customer by HCL or as set forth in the Agreement.

For HCL iCE.X on Cloud, only premium support is available and is included by default independent of the number of devices/CPEs for which the SKU is purchased.

Terms governing HCL iCE.X on Cloud technical support, escalation processes & guidelines, issue tracking practices, and etc. are outlined in the HCL Industry Software Division Telecom Products Support Guide available at <https://www.hclindustriysaas.com/telecom-5g/iCEX-DeviceMgmt>.

6. Service Level Agreement

Terms governing response times, customer responsibilities, Customer eligibility, exclusions are outlined in the HCL Industry Software Division Telecom Products Support Guide available at <https://www.hclindustriysaas.com/telecom-5g/iCEX-DeviceMgmt>. The SLA is not a warranty and is Customer's sole and exclusive remedy.

7. Cloud Additional Terms

7.1 Data Protection

PII processed by HCL as a data controller will be processed in accordance with the HCL Privacy Statement found at: <https://www.hcltech.com/privacy-statement> and the Cookie Disclosure found at: <https://www.hcltech.com/cookie-disclosure>.

Customer is aware and agrees that HCL may, as part of the normal operation and support of HCL iCE.X on Cloud, collect PII from customer (customer's employees and contractors) related to the use of HCL iCE.X on Cloud, through tracking and other technologies. HCL does so to gather usage statistics and information about effectiveness of HCL iCE.X on Cloud for the purpose of improving customer's user experience and/or tailoring interactions with customer. The customer confirms that it will obtain or has obtained consent to allow HCL to process the collected PII for the above purpose within HCL, other HCL affiliates and their subcontractors, wherever HCL and such subcontractors do business, in compliance with applicable law. Customer data that does not contain PII may also be used by HCL to improve its products and services. HCL will work with Customer to respond to valid requests from Customer's employees and contractors to access, update, correct or delete their PII.

PII processed by HCL as a data processor will be processed in accordance with the terms and conditions of the HCL Data Processing Terms located at HCL Industry Software Division Master Agreements (<https://www.hclindustriysaas.com/legal>).