

SUPPLEMENTAL EULA
PACKAGED SERVICE OFFERING

If you (“Licensee” or “Customer”) have purchased Packaged Service Offerings, the terms and conditions of this Supplemental EULA and End User License Agreement shall apply with respect to such Packaged Service Offerings. In the event of a conflict between or among the terms of this Supplemental EULA and the End User License Agreement and any Order with respect to Packaged Service Offerings the terms of this Supplemental EULA shall govern.

“Packaged Service Materials” means literary works or other works of authorship such as program listings, programming tools, Documentation, reports, drawings, and similar works that HCL may provide to you in connection with the Packaged Service Offerings indicated under a valid Order. Packaged Service Materials do not include Programs or commercially available software.

1. License Grant

1.1. Subject to the terms, conditions, and other restrictions set forth in this Supplemental EULA and a valid Order (including timely payments of any Fees therein), HCL grants to Licensee a non-exclusive, non-transferable, limited, paid-up, and revocable license, without the right to sublicense, under HCL IPR, to reproduce, perform, display, and use the Packaged Service Materials solely by employees of Licensee. For avoidance of doubt, Licensee has no rights to create derivative works, assign, distribute, lease, rent, or otherwise transfer the Packaged Service Material(s).

1.2. Licensee Affiliates may install, access, and use the Packaged Service Materials under the terms of this Supplemental EULA, and Licensee is fully responsible for its Affiliates (and any other authorized users’) compliance with the terms of this Supplemental EULA, the End User License Agreement, and the Order.

2. Party Obligations.

2.1. HCL shall perform the Packaged Service Offerings as specified in the relevant Order and Packaged Service Offering description. HCL’s performance is conditional upon Licensee fulfilling its obligations. Licensee 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 Licensee’s acts or omissions.

3. Acceptance.

3.1 All Packaged Service Offerings are provided without deliverables and are not subject to deliverable acceptance review and approval. All Packaged Service Materials provided through the Packaged Service Offerings defined in any Order will be deemed accepted by you upon delivery. HCL will make no additional revisions to the Packaged Service Materials after: (i) the Packaged Service Offering expiration date is reached; or (ii) HCL has provided the Maximum Service Effort as defined and specified in the Packaged Service Offering description.

4. Payment and Delivery.

4.1. Charges for the Packaged Service Offerings shall be set forth in the relevant Order. Unless otherwise stated, travel and living expenses are included, subject to restrictions as specified in Packaged Service Offering description.

4.2. Licensee is responsible for enabling HCL to deliver each Packaged Service Offering within the specified service term. In the event that any services specified in the Order for one or more Packaged Services

Offerings are not completed within the specified service term, those incomplete services are forfeited, unless mutually agreed upon by both Parties in writing prior to the expiration of the relevant Order term.

5. Warranties and Exclusions

5.1. HCL WARRANTS THAT THE PACKAGED SERVICE OFFERINGS WILL BE PERFORMED IN A PROFESSIONAL AND WORKMANLIKE MANNER FOR THIRTY (30) DAYS AFTER THE SERVICES WERE PERFORMED (“WARRANTY PERIOD”).

5.2. THE LIMITED WARRANTIES EXPRESSLY SET FORTH IN SECTION 5 ARE LICENSEE’S EXCLUSIVE WARRANTIES. HCL DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND ANY WARRANTY OR CONDITION OF NONINFRINGEMENT. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO LICENSEE. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THE WARRANTY PERIOD. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO LICENSEE.

5.3. The sole and exclusive remedy and HCL’s entire liability for breach of the above warranty will be to reperform the Packaged Service Offerings as applicable, provided Licensee notifies Licensor of any breach of warranty in writing within the Warranty Period.

6. Limitation of Liability

6.1. EXCEPT FOR BREACHES OF LICENSE GRANTS IN SECTION 1 OF THIS SUPPLEMENTAL EULA, CONFIDENTIALITY IN SECTION 14 OF THE END USER LICENSE AGREEMENT, OR LICENSEE’S PAYMENT OBLIGATIONS, IN NO EVENT WILL EITHER PARTY (OR HCL’S AFFILIATES AND SUPPLIERS) BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE PACKAGED SERVICE MATERIAL(S), OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THIS SUPPLEMENTAL EULA, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

6.2. EXCEPT FOR BREACHES OF LICENSE GRANTS IN SECTION 1 OF THIS SUPPLEMENTAL EULA, CONFIDENTIALITY IN SECTION 14 OF THE END USER LICENSE AGREEMENT, OR LICENSEE’S PAYMENT OBLIGATIONS, IN NO EVENT WILL EITHER PARTY’S (OR HCL’S AFFILIATES AND SUPPLIERS) TOTAL CUMULATIVE LIABILITY UNDER THIS SUPPLEMENTAL EULA FOR DIRECT DAMAGES (REGARDLESS OF BASIS FOR CLAIMS) EXCEED THE SUM RECEIVED BY HCL, UNDER THE APPLICABLE ORDER, DURING THE PRECEDING TWELVE (12) MONTH PERIOD FOR THE AFFECTED PACKAGED SERVICE OFFERING.

6.3. The foregoing disclaimers, limitations, and exclusions may be invalid in some jurisdictions and apply only to the extent permitted by applicable law or regulation in Licensee’s jurisdiction. Licensee may have additional rights that may not be waived or disclaimed. HCL does not seek to limit Licensee’s warranty or remedies to any extent not permitted by law.

7. Survival. All the provisions in Sections 4 and 6 of this Supplemental EULA will survive expiration or termination of the End User License Agreement.