HCL SOFTWARE   HCL

PROGRAM LICENSE AND SUPPORT ORDER SCHEDULE

This Program License and Support Order Schedule (this "**Order**") is for the purchase of the Program licenses and/or Support set forth below. This Order is entered into on the date executed by Partner below (the "**Effective Date**") and is by and between:

po_account address1_line1 address1_city, address1_stateorprovince address1_postalcode (hereinafter "**Partner**") Partner No.: accountnumber	po_hclentity po_address1 po_city, po_stateprovice po_postalcode (hereinafter "**Licensor**" or "**HCL**") Quotation No.: quotenumber Date Prepared: 9/12/2019

Name and Address of Partner's Customer licensing the Products:

po_endcustomer address1_line1 address1_city, address1_stateorprovince address1_postalcode (hereinafter "**Customer**") Customer No.: accountnumber

Will Purchase Order be required? ___Yes ___No

Order Schedule in transactioncurrencyid

Product	Part Number	Start Date	End Date	Term Length	Quantity	Unit	Price
productid	po_partnumber	po_entitlementstartdate	po_entitlementenddate	po_termlength	quantity	uomid	extendedamount
Total Software and Support Fees excluding taxes							totalamount

This quote expires thirty (30) days after receipt.

For information regarding HCL's Product Lifecycle and support requirements, please visit https://hclpnpsupport.hcltech.com/csm.

Unless otherwise set forth in the Agreement (as defined in section 1 below), the following terms and conditions apply:

1.   **Scope**. This Order governs Partner's and its Affiliates' use of the above Programs and Support. This Order

is made under the Master Reseller Agreement (available at https://www.hcltechsw.com/resources/master-agreements), or such other applicable negotiated contract which is valid and still in effect, whichever is applicable and any amendments thereto, between the Parties ("**Agreement**") and the terms of which are hereby incorporated herein. In the event the Agreement was entered into by Partner's or HCL's parent or other Affiliate, then for purposes of this Order, the Agreement shall be deemed as entered into by the Parties hereto. This Order is valid only for the following countries: World-wide except for those countries considered embargoed, sanctioned or terrorist countries under U.S. or applicable laws or regulations ("**Territory**").

2.   **Payment**.

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

b. **Taxes**. Partner is responsible for payment of any sales, use, value added, GST, and any other similar taxes or governmental fees associated with this 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. Partner agrees to bear any withholding tax liability as may be required by law and would increase payment due under this 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. Partner is solely responsible for timely and accurate payment of applicable taxes and fees, irrespective of what HCL's invoice may state.

3.   **Overdraft Fee**. If available for the Program(s) specified in the Order Schedule, Partners may dynamically exceed the usage entitlement level associated with this Order if they "Opt In" to the overdraft program at the time of executing the Order or during the Order term. Participating Partners will either have Overdraft Licenses available or consumption metering that resets monthly. The Overdraft Licenses will expire at the end of the month in which they were issued and HCL will invoice quarterly within the first succeeding month. The Monthly rate for Overdraft Licenses or Metered Use will be as follows, if Partner has opted in for same. Has Partner opted in? _____Yes _____No

Part Description	Part Number	Overdraft Unit	Overdraft Rate

4.   **END USER LICENSE**. Partner shall obtain from Customer acceptance of an order for Products, Services and/or Support through Partner's own ordering instrument. Such instrument shall incorporate by reference the End User Agreement (HCL's then current Master License Agreement and/or Cloud Service Agreement) as the governing license terms.

5.   **NON-ASSIGNMENT**. Partner will not assign or transfer this Order or a Program/Service under this Order separate from this Order and the Agreement without the consent of HCL except as provided in the Agreement. Except as mentioned in preceding sentence, any attempted assignment or transfer by Partner of this Order or a Program/Support is null and void.

6.   **MISCELLANEOUS**. Terms of the Agreement are incorporated herein. In the event this 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 Partner proposes or accepts an Order by submitting a Partner purchase order, order document, acknowledgment, or other Partner communication, then regardless of whether HCL acknowledges, accepts, fully or partially performs under any such document, HCL 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 HCL uses or refers to such document for invoicing purposes.

7.   **ENTIRE AGREEMENT AND MODIFICATIONS.** The Parties acknowledge they have read this Order and agree that it, including its referenced terms, read together with the Agreement, is the complete and exclusive statement of the agreement between the parties relating to the subject matter of this Order. This Order may not be modified or rescinded except in writing signed by both parties.

ACCEPTED AND AGREED TO BY SIGNING OR CLICKING BELOW:

po_account   po_hclentity

By: By:

Partner Signature   HCL Signature

_____   _____

Date   Date

_____   _____

Printed Name   Printed Name

_____   _____

Title & Organization   Title & Organization

_____   _____