

Service Description

HCL SoFy

This Service Description (“Service Description”) describes the HCL SoFy service (“HCL SoFy” or “SoFy Service”).

1. HCL SoFy

HCL SoFy is HCL Software's Solution Factory, an easy way to deploy HCL Software products and REST API services as Docker containers to Kubernetes. HCL SoFy includes all the tools you need to browse the HCL Software catalog of Dockerized products and services, build a Kubernetes deployment package with just a few clicks and run it on the Kubernetes cloud of your choice, public or private—all in just minutes!

To accomplish this, HCL SoFy is based on a specific technology stack. HCL SoFy is based on the use of containers. Product capabilities and their associated REST API are packaged up into their own container(s). This helps to alleviate the traditional challenges end users have when using multiple products: discovery, download, installation, configuration and so on. Containers make installation and setup of product capabilities entirely consistent.

In addition to containers, HCL SoFy creates solutions that are deployed in Kubernetes-based environments. Kubernetes has become the *de facto* container orchestration platform and all cloud providers have native Kubernetes support for managing container-based applications. In addition, SoFy leverages Helm, the Kubernetes package manager, to provide solutions that can be easily deployed and updated into any Kubernetes environment.

2. Term and Renewal Options

The term of the Customer’s access to the SoFy Service (the “Subscription Period”) begins on the date HCL notifies Customer of their access to the SoFy Service. The license to use the SoFy Service solution is only valid while the customer has an active subscription for an HCL Software product or cloud service. The SoFy Service contains a sandbox for previewing solutions. Such preview usage is not intended or authorized for production use, as further set forth in the SoFy Service [Terms of Use](#).

3. Technical Support

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

Severity	Severity Definition	Response Time Objectives	Response Time Coverage
1	Critical business impact/service down: Business critical functionality is inoperable or critical interface has failed. This usually applies to a production environment and indicates an inability to access services resulting in a critical impact on operations. This condition requires an immediate solution.	Within 1 hour	24/7
2	Significant business impact: A service business feature or function of the service is severely restricted in its use or Customer is in jeopardy of missing business deadlines.	Within 2 business hours	M-F business hours

3	Minor business impact: Indicates the service or functionality is usable and it is not a critical impact on operations.	Within 4 business hours	M-F business hours
4	Minimal business impact: An inquiry or non-technical request.	Within 1 business day	M-F business hours

3.1 Access to Customer Data

HCL will be able to access Customer data for the purpose of diagnosing issues with the SoFy Service, and facilitating scans of Customer's application by the SoFy Service. HCL will access the data only for the purposes of fixing defects or to provide support for HCL products or services.

3.2 Data Use & Cookies

Please review HCL Privacy Statement information here: <https://www.hcltech.com/privacy-statement>

Customer is aware and agrees that HCL may, as part of the normal operation and support of HCL SoFy, collect personal information from Customer (Customer's employees and contractors) related to the use of the HCL SoFy, through tracking and other technologies. HCL does so to gather usage statistics and information about effectiveness of the HCL SoFy for the purpose of improving user experience and/or tailoring interactions with Customer. Customer confirms that it will obtain or has obtained consent to allow HCL to process the collected personal information for the above purpose within HCL, other HCL companies and their subcontractors, wherever HCL and such subcontractors do business, in compliance with applicable law. HCL will comply with requests from Customer's employees and contractors to access, update, correct or delete their collected personal information.

As part of HCL SoFy, that includes reporting activities, HCL will prepare and maintain de-identified and aggregate information collected from HCL SoFy (called "Security Data"). The Security Data will not identify Customer, or an individual except as provided herein. Customer herein additionally agrees that HCL may use and/or copy the Security Data only for the following purposes:

- publishing and/or distributing the Security Data (e.g., in compilations and/or analyses related to cybersecurity);
- developing or enhancing products or services;
- conducting research internally or with third parties; and
- lawful sharing of confirmed third party perpetrator information.

4. Technology Preview Code

Technology Preview Code (TPC) may be included or distributed with the Program or updates to it but are not part of the Program. TPC is licensed under the same terms as the Program, except as provided below. TPC will be identified as such in the Notices File (or in an updated Notices File accompanying the updates). Some or all of the TPC may not be made generally available by HCL as or in a product. Licensee is permitted to use TPC only for internal use for evaluation purposes. REGARDLESS OF OTHER STATEMENTS MADE AT OR BEFORE THE TIME OF PURCHASE, IT IS LICENSEE'S RESPONSIBILITY TO DETERMINE IF THE PROGRAM IS APPROPRIATE OR SAFE FOR LICENSEE'S USE. LICENSEE ACKNOWLEDGES AND ACCEPTS ALL RISKS ASSOCIATED WITH THE USE OF THE PROGRAM. The Notices File or Proof of Concept agreement (POC) may limit this evaluation use to an evaluation period. If so, at the end of such evaluation period Licensee must cease using and uninstall the TPC. HCL provides the TPC without obligation of support and "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF TITLE, NON-INFRINGEMENT OR NON-INTERFERENCE AND ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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