

PROGRAM LICENSE AND SUPPORT ORDER SCHEDULE

This Program License and Support Order Schedule (this “Order”) is for the purchase of the Program licenses, Support and/or Packaged Service Offerings set forth below. This Order is entered into on the date executed by Customer below (the “Effective Date”) and is by and between:

po_account
address1_line1
address1_city, address1_stateorprovince
address1_postalcode

po_hclentity
po_address1
po_city,po_stateprovice ,po_postalcode

(hereinafter “Licensee” or “Customer”)

(hereinafter “Licensor” or “HCL”)

Customer No.:
accountnumber

Quotation No.:
quotenumber

Date Prepared:
9/12/2019

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 Customer’s and its Affiliates’ use of the above Programs, Support and Packaged Service Offerings. This Order is made under the Master License Agreement or Cloud Services Agreement (each 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 Customer’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.** Customer 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. Customer will pay HCL for the amounts due, owing, and duly invoiced under this Order within thirty (30) days of the date of invoice. Customer 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.** Customer 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. Customer 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. Customer 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, Customers 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 customers 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 Customer has opted in for same. Has Customer opted in? Yes No

Part Description	Part Number	Overdraft Unit	Overdraft Rate

4. **NON-ASSIGNMENT.** Customer 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 Customer of this Order or a Program, Support or Packaged Service Offering is null and void.
5. **MISCELLANEOUS.** Terms of the Agreement are incorporated herein. In the event of any inconsistency or conflict between this Order and the Agreement, this Order will prevail and control but only with respect to this Order. 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 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 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.

6. **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

By:

Customer Signature

Date

Printed Name

Title & Organization

po_hclentity

By:

HCL Signature

Date

Printed Name

Title & Organization
