

National Security Agreement (NSA) Provisions

1. Partner shall have policies and procedures in place to ensure that U.S. Federal Government Customer Business Identifiable Information and U.S. Federal Government Customer Support Records are secured and access to such information and records is restricted to U.S. citizens resident in the U.S. who have passed a background check.
2. Although an individual may identify himself or herself as an HCL employee, Partner shall not disclose or share U.S. Federal Government Customer Business Identifiable Information or U.S. Federal Government Customer Support Records unless Partner has confirmed that such HCL employee is among the Authorized Personnel for the information in question. Assistance in determining whether an HCL employee is classified as an Authorized Personnel may be obtained through the HCL CFIUS Security Officer or through the designated HCL CFIUS Go-To-Market Implementation Leader.
3. Partner agrees to notify the HCL Security Officer within 24 hours of discovering any breach or unauthorized disclosure of U.S. Federal Government Customer Business Identifiable Information or U.S. Federal Government Customer Support Records. Partner agrees at no additional cost to assist and provide all necessary cooperation to HCL in connection with any investigation of such incidents, and to take all remedial steps that may reasonably be required with respect to Partner's personnel and scope of work.
4. Partner shall, at no additional cost to HCL, provide the HCL Security Officer access to all reasonably requested information relating to In-Scope Products, which HCL may in turn provide to the U.S. Government parties to HCL's National Security Agreement (NSA) and to others with responsibilities to monitor HCL's compliance with the NSA if HCL determines it is necessary or advisable to do so. Partner agrees to support audit requirements as required for HCL's compliance with the NSA and related policies including, but not limited to, supporting the HCL audit cycle for third party and internal audits of NSA compliance. Such support includes preparing for and making qualified personnel available for interviews and meetings, providing copies of records necessary to confirm compliance, and being available for auditor testing.
5. Partner agrees to certify annually that it has policies and procedures in place to implement the requirements of this Exhibit and it has performed in compliance therewith.

Definitions:

- a. "U.S. Federal Government Customer Business Identifiable Information" means the name, address, business telephone number, email address, Internet Protocol address, or any other identifying information of a U.S. Federal Government Customer, to the extent acquired by Partner, IBM or HCL through the provision of In-Scope Software Products and related services to such customer, provided U.S. Federal Government Customer Business Identifiable Information does not include de-identified and/ or anonymized information that cannot be linked to a particular U.S. Federal Government Customer;
- b. "U.S. Federal Government Customer Support Records" means support records (including vulnerability data) of a U.S. Federal Government Customer obtained by Partner, IBM or HCL through the provision of In-Scope Software Products support services to such customer, provided U.S. Federal Government Customer Support Records does not include de-identified or anonymized information that cannot be linked to a particular U.S. Federal Government Customer.
- c. "U.S. Federal Government Customers" refers to the Federal departments, agencies, and other entities and the acquisition or information technology professionals, contractors and agents thereof, to the extent they (i) have a direct or indirect contract with Partner, IBM or HCL America to utilize, or (ii) have been identified in advance to the HCL Security Officer by Federal departments, agencies, and other entities as utilizing, the In-Scope Software Products on information systems and networks maintained by their respective agencies; provided such term does not refer to any entity or person (x) receiving products or services from HCL through non-FedRAMP certified SaaS services or support, or (y) in their capacity as a recipient of products that are not In-Scope Software Products or related services.

- d. "In-Scope Software Products" means the IBM-produced software products BigFix, Notes/Domino, Sametime, AppScan, Unica, Digital Experience (DX)/Portal, Commerce, and Connections, except products delivered through non-FedRAMP certified SaaS services to U.S. Federal Government Customers.
- e. HCL Security Officer: David Walker, David.Walker@hcl.com, +1-913-216-9335.
- f. "Authorized Personnel" means any HCL personnel whom the HCL Security Officer has informed the Partner in writing is authorized on the Access Control List for access to U.S. Federal Government Customer Business Identifiable Information and/or U.S. Federal Government Customer Support Records