

TERMS & CONDITIONS

BY CLICKING “ACCEPT” YOU, BUSINESS PARTNER, HAVE AGREED TO THE TERMS OF THIS INCENTIVE

HCLSoftware Business Partner Race to 10 Unica+ Incentive (“The Race to 10”)

HCLSoftware is pleased to introduce the ‘Race to 10’, a limited-time incentive program designed exclusively for our valued Business Partners to drive Unica+ growth through net new customer acquisition subject to the following terms.

Any questions or clarification regarding this incentive can be made by contacting your HCLSoftware Business Partner Manager or by email to the following address [partner connect inbox]

1. Eligibility Criteria

- 1.1. To participate in ‘The Race to 10’ Business Partners must meet the following conditions:
 - 1.1.1. Be an authorized HCLSoftware Business Partner
 - 1.1.2. Submit a qualified Unica+ opportunity via the designated lead [submission form](#) pursuant to the process in section 4 below
 - 1.1.3. Receive written approval from HCLSoftware that the opportunity is eligible under this incentive
 - 1.1.4. The opportunity must represent a net new logo to HCLSoftware (i.e. the end customer must not be currently using any HCLSoftware products)
 - 1.1.5. The opportunity must be one of the first ten Unica+ qualified deals to close before March 31, 2026.
 - 1.1.6. Acceptance as one of the first ten qualified deals will be dependent on the first date the subsequently qualified deal was submitted to HCLSoftware and confirmed as a first ten entry by HCLSoftware in its sole discretion.
 - 1.1.7. The minimum deal size to qualify is a total contract value of five hundred thousand USD (\$500,000) and for a minimum term of three (3) years.

2. Incentive Payout Structure

- 2.1. Eligible Business Partners will receive a 50% share of the first year’s Annual Recurring Revenue (ARR) associated with the approved opportunity, paid in three equal installments as follows:

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- 2.1.1. 33% upon contract signature and logo announcement
- 2.1.2. 33% upon customer reference
- 2.1.3. 33% upon case study completion
- 2.2. Achievement of the requirements for each payment will be reviewed by HCLSoftware

3. Payment Terms

- 3.1. Payment will be issued as an account credit note for HCLSoftware Business Partners who are transacting as a Reseller or Solution partner
- 3.2. Referral-only partners (non-transacting) will be set up as suppliers and paid directly via standard procurement processes
- 3.3. HCLSoftware will determine the payout value based on the ARR.
- 3.4. Credit or payment cannot be transferred to a different Business Partner who did not submit the lead or close the opportunity

4. Lead Submission and Review Process

- 4.1. Sales qualified leads must be submitted through the official lead submission form.
- 4.2. HCLSoftware will connect with you for more information to further qualify the opportunity.
- 4.3. If more than one Business Partner submits the same lead, the Business Partner who submits a lead which subsequently results in a booked order by HCLSoftware will be eligible to receive the incentive.
- 4.4. In the case of a transaction booked via a Distributor, the Second Tier Partner that submitted the form referenced in 1.1.2 above will be the eligible Partner for the purposes of this incentive.
- 4.5. HCLSoftware will review each lead and confirm
 - 4.5.1. Eligibility for the incentive
 - 4.5.2. Required next steps
- 4.6. If the Business Partner will be transacting the opportunity as a reseller or solution direct opportunity HCLSoftware will load the opportunity into PartnerConnect (PRM) on your behalf.
- 4.7. HCLSoftware will maintain regular communication with Business Partners regarding lead, opportunity and incentive status.

5. Limitations

- 5.1. This incentive is capped at 10 total leads converting to close opportunities across all Business Partners.
- 5.2. Incentive payout applies only to net new HCLSoftware customers and excludes existing customers who purchase Unica+.
- 5.3. Only opportunities signed by a customer or Solution Partner on or before March 31, 2026 are eligible for incentive payout.
- 5.4. HCLSoftware reserves the right to disqualify any submission that does not meet the incentive criteria.

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- 5.5. Any opportunity included in this incentive will not be eligible for any other HCLSoftware payment, including but not limited to rebates.

6. General Terms

- 6.1. HCLSoftware reserves the right to modify, suspend or terminate this incentive at any time without prior notice.
- 6.2. Any and all disputes related to this incentive will be resolved by HCLSoftware in its sole discretion.
- 6.3. Applicable taxes associated with any rebate, offset or credit note shall be the sole responsibility of the Business Partner