

LICENSE INFORMATION

Program Name (Program Number):
HCL Customer Experience Suite v9.0

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Supporting Programs:

HCL Portal

HCL Web Content Manager

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The following units of measure may apply to Licensee's use of the Program.

Processor Value Unit (PVU)

Processor Value Unit (PVU) is a unit of measure by which the Program can be licensed. The number of PVU entitlements required is based on the processor technology (defined within the PVU Table by Processor Vendor, Brand, Type and Model Number at http://www.ibm.com/software/lotus/passportadvantage/pvu_licensing_for_customers.html) and the number of processors made available to the Program. IBM continues to define a processor, for the purpose of PVU-based licensing, to be each processor core on a chip. A dual-core processor chip, for example, has two processor cores.

Licensee can deploy the Program using either Full Capacity licensing or Virtualization Capacity (Sub-Capacity) licensing according to the Passport Advantage Sub-Capacity Licensing Terms (see webpage below). If using Full Capacity licensing, Licensee must obtain PVU entitlements sufficient to cover all activated processor cores* in the physical hardware environment made available to or managed by the Program, except for those servers from which the Program has been permanently removed. If using Virtualization Capacity licensing, Licensee must obtain entitlements sufficient to cover all activated processor cores made available to or managed by the Program, as defined according to the Virtualization Capacity License Counting Rules at http://www.ibm.com/software/lotus/passportadvantage/Counting_Software_licenses_using_specific_virtualization_technologies.html.

* An Activated processor core is a processor core that is available for use in a physical or virtual server, regardless of whether the capacity of the processor core can be or is limited through virtualization technologies, operating system commands, BIOS settings, or similar restrictions.

In addition to the above, the following terms apply to Licensee's use of the Program.

Licensee is authorized to use the Program only to develop, deploy, maintain, and manage Licensee's customer facing extranet website, including extranet website content, and to provide direct customer support.

THIRD PARTY PROGRAMS

Licensee is authorized to install and use the Third Party Programs identified below. The terms of this Agreement supersede and void any electronic "click through," "shrinkwrap," or other licensing terms and conditions included with or accompanying the Third Party Program(s). The Principal Program and any Third Party Programs are all part of the Program, as a whole. Therefore, Licensee must obtain sufficient entitlements to the Program, as a whole, to cover Licensee's installation and use of all of the Third Party Programs, unless separate entitlements are provided within this License Information document. For example, if this Program were licensed on a PVU (Processor Value Unit) basis and Licensee were to install the Principal Program or a Third Party Program on a 100 PVU machine (physical or virtual) and another Third Party Program on a second 100 PVU machine, Licensee would be required to obtain 200 PVU entitlements to the Program.

Third Party Programs:

HCL Leap

- Entitlement: Ratio 1 PVU/1 PVU

Supporting Program Details

HCL Portal

- Entitlement: Ratio 1 PVU/1 PVU

HCL Web Content Manager

- Entitlement: Ratio 1 PVU/1 PVU

"Use by Principal Program" means that neither Licensee nor any application, program, or device external to the Principal Program is authorized to directly use or access the services of the Supporting Program in any way. The Supporting Program is provided exclusively for use by the Principal Program. Licensee may access the Supporting Program only to perform administrative functions, such as backup, recovery, and authorized configuration but may not directly use the Supporting Program for any productive use.

"Ratio n/m" means that Licensee receives some number ('n') entitlements of the indicated metric for the identified program for every specified number ('m') entitlements of the specified metric for the Program as a whole. The specified ratio does not apply to any entitlements for the Program that are not of the required metric type. The number of entitlements for the identified program is rounded up to a multiple of 'n'. For example, if a Program includes 100 PVUs for an identified program for every 500 PVUs obtained of the Principal Program and Licensee acquires 1,200 PVUs of the Program, Licensee may install the identified program and have processor cores available to or managed by it of up to 300 PVUs. Those PVUs would not

need to be counted as part of the total PVU requirement for Licensee's installation of the Program on account of the installation of the identified program (although those PVUs might need to be counted for other reasons, such as the processor cores being made available to other components of the Program, as well).

"Unrestricted" means that, notwithstanding the language above, Licensee's right to use the Supporting Program is not limited to use only in support of Licensee's use of the Principal Program. While the other restrictions on Licensee's use of the Supporting Program continue to apply, Licensee may use the Supporting Program for purposes independent of the licensed use of the Principal Program.