

## LICENSE INFORMATION

Program Name: HCL Commerce Enterprise Version 9.1

The following standard terms apply to Licensee's use of the Program.

### Limited use right

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### Specifications

Program's specifications can be found in the collective Description and Technical Information sections of the Program's Announcement Letters.

### Prohibited Uses

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#### Supporting Programs:

IBM WebSphere Application Server V9.0 FP 9.0.5.3  
IBM WebSphere Application Server Liberty 20.0  
IBM Db2 Enterprise Server Edition 11.5  
IBM Db2 OEM High Capacity Add-on 11.5  
IBM Data Server Manager Enterprise Edition V2.1  
IBM Security Directory Suite 8.0  
HCL Commerce Developer 9.1

#### Prohibited Components

Notwithstanding any provision herein, Licensee is not authorized to use any of the following components or functions of the Program:

IBM Security Directory Server Proxy server (of IBM Security Directory Suite)  
Whitepages Application (of IBM Security Directory Suite)  
Db2 Connect (of IBM Db2 Advanced Workgroup Server Edition)  
Federation with Db2 for IBM i and Db2 for z/OS® data sources (of IBM Db2 Advanced Workgroup Server Edition)  
Federation with all other data sources, including Oracle (of IBM Db2 Advanced Workgroup Server Edition)  
IBM(r) Db2 Merge Backup (of IBM Db2 Advanced Workgroup Server Edition)  
IBM(r) Db2 Recovery Expert (of IBM Db2 Advanced Workgroup Server Edition)  
IBM InfoSphere® Change Data Capture for Db2 (of IBM Db2 Advanced Workgroup Server Edition)  
IBM InfoSphere CDC Access Server (of IBM Db2 Advanced Workgroup Server Edition)  
IBM InfoSphere CDC Management Console (of IBM Db2 Advanced Workgroup Server Edition)  
IBM InfoSphere Data Architect (of IBM Db2 Advanced Workgroup Server Edition)  
IBM Cognos Analytics 11.0 (of IBM Db2 Advanced Workgroup Server Edition)  
IBM WebSphere MQ 9.0 (of IBM Db2 Advanced Workgroup Server Edition)

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- IBM WebSphere Extreme Scale Client

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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](http://www.ibm.com/software/lotus/passportadvantage/pvu_licensing_for_customers.html))

and the number of processors made available to the Program. HCL 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](http://www.ibm.com/software/lotus/passportadvantage/Counting_Software_licenses_using_specific_virtualization_technologies.html).

\* The transaction and xC container(s) shall be considered when determining the total PVUs required for license compliance. Store container(s) shall not be considered when calculating the PVU consumption of the entitled PVU license.

\* 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.

#### Resource Value Unit (RVU)

Resource Value Unit (RVU) is a unit of measure by which the Program can be licensed. RVU Proofs of Entitlement are based on the number of units of a specific resource used or managed by the Program. Licensee must obtain sufficient entitlements for the number of RVUs required for Licensee's environment for the specific resources as specified in the table below. RVU entitlements are specific to the Program and the type of resource and may not be exchanged, interchanged, or aggregated with RVU entitlements of another program or resource.

The Resources for the purpose of RVU calculation are the total number of 100,000 Order Lines processed by the Program in any consecutive 12 month period. An Order is any transaction that has been submitted for fulfilment. Order Lines are the line items on Orders managed by the Program.

#### Resource Value Unit Conversion Table

- From 1 to 2 Resources, 1.00 RVU per Resource
- From 3 to 5 Resources, 2 RVUs plus 0.90 RVUs per Resource above 2
- From 6 to 10 Resources, 5 RVUs plus 0.80 RVUs per Resource above 5
- From 11 to 20 Resources, 9 RVUs plus 0.70 RVUs per Resource above 10
- From 21 to 35 Resources, 16 RVUs plus 0.60 RVUs per Resource above 20

- From 36 to 50 Resources, 25 RVUs plus 0.45 RVUs per Resource above 35
- For more than 50 Resources, 32 RVUs plus 0.30 RVUs per Resource above 50

## Additional Terms

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

### 1.0 Definitions

The following terms are defined for the purposes of this license:

**Asset Store** - A store that contains a collection of sharable resources (business artifacts, business processes, and storefront assets) that can be leveraged in other types of stores. An asset store does not perform or record business transactions; it is simply a holder of assets that can be used by other stores.

**Catalog Asset Store** - A type of Asset Store that is a collection of catalog artifacts that creates a virtual catalog. A Catalog Asset Store can be identified and counted by a unique STORE\_ID key in the STORE table in HCL Commerce database, and by a value of CPS in the STORETYPE column of the STORE table.

**Cold Standby** - Use of a HCL Commerce server program for standby purposes that is installed and configured but not running.

**Contract** - An agreement representing the terms and conditions that apply to a transaction in HCL Commerce. Contracts can be identified and counted in the CONTRACT table in HCL Commerce database.

**Extended Site** - A storefront created in HCL Commerce through the Store Creation wizard. It is accessible to customers for online business through any channel and/or touchpoint including, but not limited to, web, mobile devices, call centers, kiosks, and in-store solutions. A Store can be identified and counted by a unique STORE\_ID key in the STORE table in HCL Commerce database, and by a value of MHS or BMH in the STORETYPE column of the STORE table.

**Organization** - An entity that owns resources such as organization units, users, Stores, and Contracts in HCL Commerce. Organizations can be identified and counted in the ORGENTITY table in HCL Commerce database.

**Production** - Use of a HCL Commerce server program to operate one or more live Stores.

**Staging** - Use of a HCL Commerce server program in which Store information and business content like catalog and promotions are managed in a separate environment from a Production server, and where incremental changes/updates are made, tested with fully developed application in preparation for promotion to the Production utilizing staging server utilities

including but not limited to stagingprop, stagingcopy, and fileprop. Staging is meant for final review and end user sign off on the fully developed solution prior to promoting to Production.

Store - A storefront deployed in HCL Commerce that is accessible to customers for online business through any channel and/or touchpoint including, but limited not to, web, mobile devices, call centers, kiosks, and in-store solutions. A Store can be identified and counted by a unique STORE\_ID key in the STORE table in HCL Commerce database, and by a value of B2C or B2B in the STORETYPE column of the STORE table.

Storefront Asset Store - A type of Asset Store that is a collection of JSP files, commands, business processes (for example, order processing), business policies and access control policies that create a virtual storefront. A Storefront Asset Store can be identified and counted by a unique STORE\_ID key in the STORE table in HCL Commerce database, and by a value of MPS in the STORETYPE column of the STORE table.

Test - Use of a HCL Commerce server program for testing of a HCL Commerce solution, including but not limited to functional, integration, system, performance, and load testing. Testing does not include Staging, provided that Testing may include testing of Staging server utilities and functions.

arm Standby - Use of a HCL Commerce server program for standby purposes that is installed, configured and running but not performing any e-Commerce related activities, including Production or Staging (but may be performing HCL Commerce database replication).

## 2.0 Authorized Use

The following restrictions apply to HCL Commerce Enterprise:

If Licensee is entitled under the PVU metric, Licensee may use the Program to operate a maximum of one (1) Store and one (1) associated Contract and only using the Organizations created by the Program per 100 Processor Value Units ("PVUs") (120 PVUs for POWER processors).

If Licensee is entitled under the RVU metric, Licensee may use the Program to operate a maximum of one (1) Store and one (1) associated Contract and only using the Organizations created by the Program per 1 RVU.

The following terms apply to all Programs:

If Licensee is entitled under the PVU metric, Licensee must be fully licensed for a sufficient number of PVU entitlements for each server used for Staging and Production server environments. Test, Cold Standby, and Warm Standby server environments do not require additional PVU entitlements (provided that Test, Cold Standby and Warm Standby server environments are not used for Production or Staging purposes).



If Licensee is entitled under the RVU metric, Licensee must be fully licensed for a sufficient number of RVU entitlements for the Resources managed by the Production server environments. Staging, Test, Cold Standby, and Warm Standby server environments do not require additional RVU entitlements (provided that the Staging, Test, Cold Standby and Warm Standby server environments are not used for Production purposes).

## 2.1 HCL Commerce Search

Licensee is authorized to install the HCL Commerce Search component (Solr, Elastic Search, and/or CoreNLP) only for processing search queries generated by HCL Commerce, and not for serving other applications or web sites. Licensee may install the HCL Commerce Search component, and WebSphere Application Server in support of the Search component, on one or more different machine(s) from where Licensee has installed HCL Commerce, provided that Licensee's use of the HCL Commerce Search component and WebSphere Application Server in support of the Search component may not exceed the maximum resource or other charge unit capacity for which Licensee is licensed to use HCL Commerce under its Proof of Entitlement.

## 2.2 Additional terms for Sample Materials

Sample Material included with the Program include Starter Stores. "Starter Store" means a functional sample online Store provided in a store archive format with the Program, and are samples designed to be used as a base from which a customized online Stores can be created. Starter Store sample materials may include the names of individuals, companies, brands and products in order to illustrate concepts as completely as possible. All of these names are fictitious and any similarity to the names and addresses used by actual persons or business enterprises is entirely coincidental. Starter Store sample materials may also contain text, images and/or similar content that are the copyrighted materials of HCL or third parties ("Sample Content"). Notwithstanding the "Sample Materials" section of this License Information, Sample Content is provided for illustrative purposes only and Licensee is not permitted to copy, display, retransmit or otherwise use or re-use the Sample Content (including, but not limited to, in Licensee's production Store(s)).

Other Sample Materials included with the Program include code or script samples to illustrate HCL Commerce functions and they are located in [install]\samples directory where [install] is the user-specified or the default Program install directory.

## 3.0 Supporting Program Details

IBM Db2 Advanced Workgroup Server Edition

- Entitlement: Ratio 1/1 (if licensed under the PVU metric), No Metric (if licensed under the RVU metric)

- Use Limitations: Use by Principal Program

IBM Db2 OEM High Capacity Add-on

- Entitlement: Ratio 1/1 (if licensed under the PVU metric), No Metric(if licensed under the RVU metric)

- Use Limitations: Use by Principal Program

HCL Commerce Developer

- Entitlement: No Metric

"Ratio n/m" means that Licensee receives some number of entitlements for the Supporting Program ('n') for every specified number of entitlements of the Principal Program ('m') as a whole. Unless otherwise specified, the number of entitlements for the Supporting Program is rounded up to a multiple of 'n'. For example, if a Program includes 100 PVUs for a Supporting Program for every 500 PVUs obtained of the Principal Program and Licensee acquires 1,200 PVUs of the Program, Licensee may install the Supporting 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 Supporting Program (although those PVUs might need to be counted for other reasons, such as the processor cores being made available to the Principal Program, as well).

"No Metric" means this Supporting Program may be installed on as many machines and used by as many persons as is reasonably necessary within the use limitations that apply to this Supporting Program.

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