

LICENSE INFORMATION

The Programs listed below are licensed under the following License Information terms and conditions in addition to the Program license terms previously agreed to by Client and HCL. If Client does not have previously agreed to license terms in effect for the Program, the HCL Master License Agreement applies.

Program Name (Program Number):

HCL Domino Enterprise client access 10.0.1.2 (for HCL Notes, HCL iNotes) (5724-Z08)

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

Limited use right

As described in the HCL Master License Agreement("MLA") and this License Information, HCL grants Licensee a limited right to use the Program. This right is limited to the level of Authorized Use, such as a Processor Value Unit ("PVU"), a Resource Value Unit ("RVU"), a Value Unit ("VU"), or other specified level of use, paid for by Licensee as evidenced in the Proof of Entitlement. Licensee's use may also be limited to a specified machine, or only as a Supporting Program, or subject to other restrictions. As Licensee has not paid for all of the economic value of the Program, no other use is permitted without the payment of additional fees. In addition, Licensee is not authorized to use the Program to provide commercial IT services to any third party, to provide commercial hosting or timesharing, or to sublicense, rent, or lease the Program unless expressly provided for in the applicable agreements under which Licensee obtains authorizations to use the Program. Additional rights may be available to Licensee subject to the payment of additional fees or under different or supplementary terms. HCL reserves the right to determine whether to make such additional rights available to Licensee.

Specifications

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

Prohibited Uses

Licensee may not use or authorize others to use the Program if failure of the Program could lead to death, bodily injury, or property or environmental damage.

Multi-Product Install Image

The Program is provided as part of a multi-product install image. Licensee is authorized to install and use only the Program (and its Bundled or Supporting Programs, if any) for which a valid entitlement is obtained and may not install or use any of the other software included in the image unless Licensee has acquired separate entitlements for that other software.

Supporting Programs

Licensee is authorized to install and use the Supporting Programs identified below. Licensee is authorized to install and use such Supporting Programs only to support Licensee's use of the Principal Program under this Agreement. The phrase "to support Licensee's use" would only include those uses that are necessary or otherwise directly related to a licensed use of the Principal Program or another Supporting Program. The Supporting Programs may not be used for any other purpose. A Supporting Program may be accompanied by license terms, and those terms, if any, apply to Licensee's use of that Supporting Program. In the event of conflict, the terms in this License Information document supersede the Supporting Program's terms. Licensee must obtain sufficient entitlements to the Program, as a whole, to cover Licensee's installation and use of all of the Supporting 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 Supporting Program on a 100 PVU machine (physical or virtual) and another Supporting Program on a second 100 PVU machine, Licensee would be required to obtain 200 PVU entitlements to the Program.

Supporting Programs:

- HCL Notes
- HCL Client Application Access
- HCL Domino Designer
- HCL Domino Global Workbench
- InstallShield Tuner for Lotus Notes
- HCL Verse On-Premises
- HCL mail Add-in
- HCL Traveler
- HCL Notes Dictionaries
- HCL Sametime Connect Client
- HCL Sametime Community Server
- HCL Sametime Proxy Server
- HCL Connections

Prohibited Components

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

Activities (of HCL Connections)

Blogs (of HCL Connections)

Bookmarks (of HCL Connections)

Communities (of HCL Connections)

External Users (of HCL Connections)

Forums (of HCL Connections)

HomePage (of HCL Connections)

Metrics (of HCL Connections)

Moderation (of HCL Connections)

Connections Orient Me (of HCL Connections)

Wikis (of HCL Connections)

Privacy

Licensee acknowledges and agrees that HCL may use cookie and tracking technologies to collect personal information in gathering product usage statistics and information designed to help improve user experience and/or to tailor interactions with users in accordance with the HCL online Privacy Statement.

Redistributables

If the Program includes components that are Redistributable, they will be identified in the REDIST file that accompanies the Program. In addition to the license rights granted in the Agreement, Licensee may distribute the Redistributables subject to the following terms:

- 1) Redistribution must be in object code form only and must conform to all directions, instruction and specifications in the Program's accompanying REDIST or documentation;
- 2) If the Program's accompanying documentation expressly allows Licensee to modify the Redistributables, such modification must conform to all directions, instruction and specifications in that documentation and these modifications, if any, must be treated as Redistributables;
- 3) Redistributables may be distributed only as part of Licensee's application that was developed using the Program ("Licensee's Application") and only to support Licensee's customers in connection with their use of Licensee's Application. Licensee's Application must constitute significant value add such that the Redistributables are not a substantial motivation for the acquisition by end users of Licensee's software product;
- 4) If the Redistributables include a Java Runtime Environment, Licensee must also include other non-Java Redistributables with Licensee's Application, unless the Application is

designed to run only on general computer devices (for example, laptops, desktops and servers) and not on handheld or other pervasive devices (i.e., devices that contain a microprocessor but do not have computing as their primary purpose);

5) Licensee may not remove any copyright or notice files contained in the Redistributables;

6) Licensee must hold HCL, its suppliers or distributors harmless from and against any claim arising out of the use or distribution of Licensee's Application;

7) Licensee may not use the same path name as the original Redistributable files/modules;

8) Licensee may not use HCL's, its suppliers or distributors names or trademarks in connection with the marketing of Licensee's Application without HCL's or that supplier's or distributor's prior written consent;

9) HCL, its suppliers and distributors provide the Redistributables and related documentation without obligation of support and "AS IS", WITH NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF TITLE, NON-INFRINGEMENT OR NON-INTERFERENCE AND THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE;

10) Licensee is responsible for all technical assistance for Licensee's Application and any modifications to the Redistributables; and

11) Licensee's license agreement with the end user of Licensee's Application must notify the end user that the Redistributables or their modifications may not be i) used for any purpose other than to enable Licensee's Application, ii) copied (except for backup purposes), iii) further distributed or transferred without Licensee's Application or iv) reverse assembled, reverse compiled, or otherwise translated except as specifically permitted by law and without the possibility of a contractual waiver. Furthermore, Licensee's license agreement must be at least as protective of HCL as the terms of this Agreement.

Source Components and Sample Materials

The Program may include some components in source code form ("Source Components") and other materials identified as Sample Materials. Licensee may copy and modify Source Components and Sample Materials for internal use only provided such use is within the limits of the license rights under this Agreement, provided however that Licensee may not alter or delete any copyright information or notices contained in the Source Components or Sample Materials. HCL provides the Source Components and Sample Materials without obligation of support and "AS IS", WITH NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF TITLE, NON-INFRINGEMENT OR NON-INTERFERENCE AND THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

For Source Components and Sample Materials listed in a Program's REDIST file, Licensee may redistribute modified versions of those Source Components or Sample Materials consistent with the terms of this license and any instructions in the REDIST file.

Export and Import Restrictions

This Program may contain cryptography. Transfer to, or use by, users of the Program may be prohibited or subject to export or import laws, regulations or policies, including those of the United States Export Administration Regulations. Licensee assumes all responsibility for complying with all applicable laws, regulations, and policies regarding the export, import, or use of this Program, including but not limited to, U.S. restrictions on exports or reexports.

Third Party Data and Services

The Program may contain links to or be used to access third party data services, databases, web services, software, or other third party content (all, "content"). Access to this content is provided "AS-IS", WITH NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF TITLE, NON-INFRINGEMENT OR NON-INTERFERENCE AND THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Access can be terminated by the relevant third parties at their sole discretion at any time. Licensee may be required to enter into separate agreements with the third parties for the access to or use of such content. HCL is not a party to any such separate agreements and as an express condition of this license Licensee agrees to comply with the terms of such separate agreements.

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

Authorized User

Authorized User is a unit of measure by which the Program can be licensed. An Authorized User is a unique person who is given access to the Program. The Program may be installed on any number of computers or servers and each Authorized User may have simultaneous access to any number of instances of the Program at one time. Licensee must obtain separate, dedicated entitlements for each Authorized User given access to the Program in any manner directly or indirectly (for example: via a multiplexing program, device, or application server) through any means. An entitlement for an Authorized User is unique to that Authorized User and may not be shared, nor may it be reassigned other than for the permanent transfer of the Authorized User entitlement to another person.

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

Supporting Programs Details

HCL Connections

- Use Limitations: Unrestricted

HCL Notes

- Use Limitations: Unrestricted

If Licensee uses the Google Desktop Search feature of the Program, Licensee must review and agree to be bound by the Terms and Conditions set forth at <http://desktop.google.com/eula.html>. If Licensee places Google Gadgets on web pages through Licensee's use of the Program, Licensee must review and agree to be bound by the Syndicated Google Gadgets Terms of Service for Webmasters set forth at <http://www.google.com/webmasters/gadgets/terms.html>.

If Licensee uses the Google Web Search feature of the Program, Licensee acknowledges that Google, Inc., owns all right, title and interest, including without limitation all intellectual property rights, in and to the Google Web Search Service (including Google's search engine technology and Google brand features, and excluding items licensed by Google from third parties), and that Licensee does not acquire any right, title, or interest in or to the Google Web Search Service (including Google's search engine technology and Google brand features) by using this feature.

If Licensee uses the Yahoo! Web Search feature of the Program, Licensee must review and agree to be bound by the Terms of Service set forth at: <http://info.yahoo.com/legal/us/yahoo/utos/utos-173.html>. If Licensee uses the Yahoo! Web Search feature of the Program in a country other the United States, Licensee must review and agree to be bound by the Terms of Service applicable to such country set forth at <http://world.yahoo.com/>.

Permitted Components

Notwithstanding any provision in the Agreement, Licensee is permitted to use only the following components or functions of the identified Supporting Program:

- Presence and instant messaging capabilities (of HCL Sametime Limited Use), but only with a single Sametime community (a "community" is a shared directory, or set of directories, that lists the Authorized Users and groups within Licensee's enterprise on one or more HCL Sametime servers that each have access to the shared directory or set of directories) and only when utilized within the HCL Notes client or the HCL iNotes environment.

- Chat logging service provider interface (of HCL Sametime Limited Use).
- Plug-ins for integration with Microsoft applications (of HCL Sametime Limited Use).
- Web chat client (of HCL Sametime Proxy Server), but only when utilized within the HCL iNotes environment.
- Policy and server configuration management (of HCL Sametime System Console), limited to the Sametime deployment within the Program environment.
- Mobile chat clients (of HCL Notes).

Licensees of the Program are not authorized to access a HCL Domino Server, when the server is either an HCL Domino Collaboration Express Server or HCL Domino Utility Express Server. Licensees of the Program are authorized to access an HCL Domino Server via:

- a) a standards-based (Post Office Protocol "POP" or Internet Message Access Protocol "IMAP") client and/or Web browser, or
- b) HCL Notes, HCL Traveler, HCL Domino Designer and HCL iNotes.

This Program includes the following software which may not be used for Evil purposes.

- RapidJSON