

LICENSE INFORMATION

Program Name:

HCL Unica Discover 12.1.0.3

Limited Use Right

As described in the Master License Agreement available at:

<https://www.hcltechsw.com/wps/portal/resources/master-agreements> and this License Information document, HCL grants Licensee a limited right to use the Program. This right is limited to the specified level of use as described herein and 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.

Prohibited Uses

Licensee may not use or authorize others to use the Program, alone or in combination with other services or products, in support of any of the following high risk activities: design, construction, control, or maintenance of nuclear facilities, mass transit systems, air traffic control systems, automotive control systems, weapons systems, or aircraft navigation or communications, or any other activity where program failure could give rise to a material threat of death or serious personal injury.

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 Policy, available at <https://www.hcltech.com/privacy-statement>.

Benchmarking

Licensee may disclose the results of any benchmark test of the Program or its subcomponents to any third party provided that Licensee (A) publicly discloses the complete methodology used in the benchmark test (for example, hardware and software setup, installation procedure and configuration files), (B) performs Licensee's benchmark testing running the Program in its specified operating environment using the latest applicable updates, patches and fixes available for the Program from HCL or third parties that provide HCL products ("Third Parties"), and (C) follows any and all performance tuning and "best

practices" guidance available in the Program's documentation and on HCL's support web sites for the Program. If Licensee publishes the results of any benchmark tests for the Program, then notwithstanding anything to the contrary in any agreement between Licensee and HCL or Third Parties, HCL and Third Parties will have the right to publish the results of benchmark tests with respect to Licensee's products provided HCL or Third Parties complies with the requirements of (A), (B) and (C) above in its testing of Licensee's products.

The above benchmarking terms apply to the following Programs or subcomponents:
HCL Unica Discover 12.1.0

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.

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

ScreenView

ScreenView is a unit of measurement by which the Program can be licensed. ScreenView 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 ScreenViews required for Licensee's environment for the specific resources. ScreenView entitlements are specific to the Program and the type of resource and may not be exchanged, interchanged, or aggregated with entitlements of another program or resource.

The number of ScreenViews for any month is the total number captured by the Program in that month. Licensee must obtain sufficient entitlements to cover the average number of ScreenViews in any consecutive twelve (12) month period.

A ScreenView for the purpose of this Program is where the Capture SDK posts a "ScreenView Type" of "LOAD", captured by the Program. Where no Capture SDK posts exist, "pages" will be used instead where a page consists of a request and response pair over http or https captured by the Program.

Container OS Image

The Container Image may only be used with a validly licensed copy of:

- Windows Server Standard or Windows Server Datacenter software (collectively "Server Host Software"), or
- Microsoft Windows Operating System (version 10) software ("Client Host Software"), or
- Windows 10 IoT Enterprise and Windows 10 IoT Core (collectively "IoT Host Software").

The Server Host Software, Client Host Software, and IoT Host Software are collectively referred to as the “Host Software” and a license for Host Software is a "Host License".

Client Host Software

When running a Container Image on Client Host Software you may run any number of the Container Image instantiated as Windows containers for test or development purposes only. You may not use these Windows containers in a production environment on Client Host Software.