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

Program Name:
HCL Domino Messaging Express 11.0

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, and Product License Information Documents.

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.

The following are Supporting Programs licensed with the Program:

- HCL Domino
- HCL Notes
- HCL Verse On-Premises
- HCL Traveler
- HCL Notes Dictionaries
- HCL Sametime
- HCL Connections (only the permitted functions of the Profiles and Files components as set forth below)
- InstallShield Tuner for Notes
- HCL mail Add-in
- HCL mail Add-on
- SwiftFile for HCL Notes
- IBM DB2 Enterprise Server Edition

Supporting Programs Detail

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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/>.

Licensee may access any application based on one of the following templates that are included in or provided with the Program: Messaging/Calendar & Scheduling, Personal Directory, Personal Journal, Discussion, and Document Libraries, using any supported access method and modify only those templates on which the mail files are based.

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 and HCL iNotes.

Permitted Components

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

Files (of HCL Connections)

Profiles (of HCL Connections)

Domino Administrator (of HCL Domino Designer)

IBM DB2 Enterprise Server Edition can only be used with HCL Traveler

Prohibited Components

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

Access to File Transfer (of HCL Sametime)

Screen Capture (of HCL Sametime)

Multiple Communities (of HCL Sametime)

External users (of HCL Sametime)

Embedded Audio/Video features (of HCL Sametime)

External conferencing integration (of HCL Sametime)

Clustering Technology (of HCL Domino Messaging Server)

Partitioning functionality Feature (of HCL Domino Messaging Server)

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 Privacy Statement, available at

<https://www.hcltechsw.com/wps/portal/resources/master-agreements>.

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:

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

Licensee may not utilize more than a total of one thousand (1,000) Users of HCL Domino Collaboration Express or HCL Domino Messaging Express combined per Domino domain (a 'Domino domain' is a group of HCL Domino servers that share the same Domino Directory).

Floating User

A Floating User is a unit of measure by which the Program can be licensed. A Floating User can access a limited or unlimited pool of licenses, dependent on the contracted licensing volume between Customer and HCL. When a Floating User wishes to run the application, it requests a license from licensee's relevant FlexNet central license server. If a license is available, the license server allows the application to run.

If no license is available, and if licensee has included "Overdraft" in the license terms, the license server allows the application to run and raise an overdraft billing request.

When the Floating User has completed its use of the application, or when the authorized license period expires, the license is reclaimed by the license server and made available to other Floating Users.

The program must connect to FlexNet (on prem or cloud) one (1) time every thirty (30) days. Also, program must connect to FlexNet within 30 days of first install.

If Customer is using a locally deployed FlexNet license server with no external access, customer must provide the usage report on above schedule to designated HCL contract point per the order form.

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

Use of the Program is only permitted with Authenticated Access. "Authenticated Access" shall mean the secured validation of a user's unique identity when accessing a HCL Domino server. The user's unique identity could be defined by their Notes ID/password ("PW") combination, their HCL Domino HTTP Name/PW combination, or any other third party authentication source which defines the user's unique identity. In contrast to Authenticated Access, "Anonymous Access" is a level of connectivity without verification of a user's unique identity which is not supported under this license.

Entitlement Requirements

Customer must have the adequate volume of User Entitlements for the use of the Program as set forth in the Customer and HCL licensing contract.

Entitlement to the program is provided through two models:

1 - Fixed Term Licenses – HCL will license the Program for a fixed term. Licensee's entitlement is terminated at the end of the fixed term, unless Licensee and HCL agree to renew it.

During the fixed term, licensee Subscribes to program updates and has access to Product Support.

2 – Non Expiring License – HCL will license the Program for an indefinite term. Licensee's entitlement will remain valid until program is withdrawn from market and support by HCL with due notice. Licensee must Subscribe to updates and support to keep program updated.

A valid entitlement is required to install, copy and use the program(s).

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

- RapidJSON