

LICENSE INFORMATION

Program Names:

HCL Domino Enterprise 12.0

The following standard terms apply to Licensee's use of the Program HCL Domino Enterprise. The Program may also be referenced herein as the "Principal Program". The Program is provided in three Models with separate entitlement requirements:

1. HCL Domino Enterprise 12.0 Client Access also referenced herein as "CAL".
2. HCL Domino Enterprise 12.0 Server also referenced herein as "Server".
3. HCL Domino Enterprise 12.0 Collaboration Express also referenced herein as "Express".

Limited use right

As described in the HCL Master License Agreement ("MLA") 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 level of Authorized Use, such as an Authorized User, a Processor Value Unit, or other specified level of use, paid for by Licensee as evidenced in the appropriate Order Schedule. 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, Product License Information Documents, and product descriptions here <https://help.hcltechsw.com/>.

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 License Information document and the MLA. 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:

<i>Supporting Programs:</i>	<i>Program Model:</i>		
	CAL	Server	Express
HCL Domino		X	X
HCL Domino AppDev Pack		X	X
HCL Domino Designer (Administrator Component only)		X	
HCL Domino Designer	X		X
HCL Domino Enterprise Client Access	X		
HCL Nomad for iOS and Android	X		X
HCL Notes	X		X
HCL Notes Connections Content Manager	X		X
HCL Sametime and HCL Sametime Premium Limited Chat	X		X
HCL Traveler	X		X
HCL Traveler for Microsoft Outlook	X		X
HCL Verse	X		X
InstallShield Tuner for Notes	X		X

Supporting Programs Detail

Limited chat capabilities of HCL Sametime and HCL Sametime Premium are described in the Managing Sametime Features section of the Sametime Administration Documentation located here: <https://help.hcltechsw.com/>.

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/>.

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.hcltech.com/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 MLA, 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 the MLA.

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 License Information document and MLA, 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 ("A/U") is a unit of measure by which the Program can be licensed.

An A/U is a unique person or other entity assigned credentials to access the Program. The Program may be installed on any number of computers or servers and each A/U may have simultaneous access to any number of instances of the Program at one time. An entitlement for an A/U is unique to the initial purpose and may not be reassigned other than for the permanent transfer of the A/U entitlement to another use.

The use of the Program by an A/U is only permitted with Authenticated Access. "Authenticated Access" shall mean the secured validation of an A/U's unique identity when accessing a HCL Domino Server. The A/U's unique identity could be defined by their Notes ID/password ("PW") combination, their HCL Domino HTTP Name/PW combination, or any other authentication source defining the A/U'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, except for HCL Domino Enterprise Server as mentioned herein.

Licensee must obtain a separate, dedicated entitlement for each A/U who is assigned A/U access to the Program in any manner directly or indirectly (for example: via a multiplexing program, device, or application server) through any means.

Processor Value Unit

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 and the number of processors made available to the Program. Licensee can deploy the Program using either:

- 1) Physical hardware environment at full capacity ("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.
- 2) Virtualization environment ("Sub-Capacity Licensing") - When Program is deployed in a virtualized environment as established by the processor vendor technology or using virtualization software, Licensee must obtain entitlements sufficient to cover all activated processor cores* made available to or managed by the Program.

* 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. The terms for PVU and Sub-capacity licensing as well as calculation and documentation requirements are documented in "HCL PVU and Sub-capacity Licensing" located at: <https://www.hcltechsw.com/resources/license-agreements/pvu-license/>.

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

For Express, Licensee may not utilize more than a total of one thousand (1,000) Express A/Us per Domino domain (a "Domino domain" is a group of HCL Domino servers that share the same Domino Directory). Only the Express A/Us are permitted access to HCL Domino servers deployed under the Express entitlements and the servers cannot be accessed by any other user.

Also for Express, Licensee may use HCL Domino clustering technology to cluster no more than two servers within Licensee's Enterprise.

For CAL and Server, use of the Programs require entitlements to both. Any means of Authenticated Access require a CAL A/U entitlement, and any HCL Domino server supporting the A/Us require entitlement to HCL Domino Enterprise Server or HCL Domino Utility Server or

HCL Domino Messaging Server PVUs. Anonymous Access via a web browser to a HCL Domino Enterprise Server does not require a CAL A/U entitlement.

Entitlement Requirements

Licensee must have the adequate volume of A/U and PVU Entitlements for the use of the Program as set forth in the applicable transaction document between Licensee and HCL.

Entitlement to the program is provided through two models:

- 1) Fixed Term License: 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 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 Support to keep program updated and have access to Support.

If Licensee subscribe to Support for any Program above or other Programs which include one or more of the same Supporting Programs above, Licensee must subscribe to Support for the full volume of all entitlements for said programs.

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