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 Marketing Operations 11.1 (5725-D24)
HCL Marketing Operations for Non-Production Environments 11.1 (5725-D24)
HCL Marketing Operations for Limited Use 11.1 (5725-D24)

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

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As described in the HCL Master License Agreement 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.

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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:
IBM Cognos Analytics v11.0
IBM WebSphere Application Server Base V8.5.5
HCL Marketing Platform V11.1
IBM DB2 Workgroup Edition v11.1
IBM UrbanCode Deploy V6.2.1

Prohibited Components

Notwithstanding any provision in the Agreement, Licensee is not authorized to use any of the following components or functions of the Program:
HCL Marketing Operations API 11.1
HCL Marketing Asset Management Add-On 11.1
HCL Financial Management Add-On 11.1

Non-Production Limitation

If the Program is designated as "Non-Production", the Program can only be deployed as part of the Licensee's internal development and test environment for internal non-production activities, including but not limited to testing, performance tuning, fault diagnosis, internal benchmarking, staging, quality assurance activity and/or developing internally used additions or extensions to the Program using published application programming interfaces. Licensee is not authorized to use any part of the Program for any other purposes without acquiring the appropriate production entitlements.

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Licensee acknowledges and agrees that IBM 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.

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

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Notwithstanding the foregoing, under no circumstances may Licensee publish the results of benchmark tests run on Oracle Outside In Technology without prior written permission.

The above benchmarking terms apply to the following Programs or subcomponents:
HCL Marketing Operations 11.1
HCL Marketing Operations for Non-Production Environments 11.1

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.

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.

Install

Install is a unit of measure by which the Program can be licensed. An Install is an installed copy of the Program on a physical or virtual disk made available to be executed on a computer. Licensee must obtain an entitlement for each Install of the Program.

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

1. Cumulative Entitlements

Authorized User and Install entitlements are not alternative means for licensing HCL Marketing Operations. Licensee must obtain sufficient Authorized User entitlements to cover the users of HCL Marketing Operations as well as the appropriate number of Install entitlements for HCL Marketing Operations.

1. Authorized User

If the Program is designated as "Limited Use", the Authorized User:

- May have read-only access to the People tab
- May have read-only access to the Workflow tab
- May not have access to the Administration area
- May not create a Project

2. Components Not Used For Establishing Required Entitlements

When determining the number of entitlements required for Licensee's use of the Program, the use of the following Program components are not taken into consideration. In other words, Licensee may use the following Program components, under the license terms, but these components are not used to determine the number of entitlements required for the Program.

Reviewer/Requestor Users

Reviewer/Requestor Users may perform the following tasks only:

- Submit and check on status of Project Requests
- Add, update or delete Marketing Objects and Offers
- Mark up documents and respond to Approval requests
- Access any report
- Access the Analytics tab

Reviewer/Requestor Users may not access the Administration area, plans, programs, and projects.

3. HCL Campaign Authorized User rights to HCL Marketing Operations

If Licensee is entitled to both the HCL Campaign and the HCL Marketing Operations Programs, Licensee has the authority to create users for the HCL Marketing Operations Program for each entitled HCL Campaign Authorized User. These users have the authority to perform the following Marketing Operations functions only:

- Create projects and campaigns
- Add, update, and delete offers
- Add, update, and delete target cells

Each Licensee of HCL Campaign requiring access to HCL Marketing Operations Program functionality in addition to what is listed above must also have an HCL Marketing Operations Authorized User entitlement.