

LICENSE INFORMATION

Program Name:
HCL Unica Marketing Platform 12.1

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

Limited use right

As described in the Master License Agreement ("MLA") and this License Information document, HCL grants Licensee a limited right to use the Program, or as may otherwise be defined herein as "HCL Unica Marketing Platform". This right is limited to the level of Authorized Use, such as Audience Records, number of messages, Journey Audience Records, number of Omni Channel Interactions, Platform Users eligible, or other specified level of use, paid for by Licensee and as evidenced in the Proof of Entitlement. Licensee's use may also be limited to a specified machine, or only as a Supporting Program, as applicable, 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.

Additional Components

In addition to buying one or more units of HCL Unica Marketing Platform that provides the License to HCL Unica Marketing Platform, Licensee can also procure other HCL Unica Programs to add on top of the entitlements already provided by the HCL Unica Marketing Platform. Below are the components that can be procured additionally along with the HCL Unica Marketing Platform:

- HCL Unica Campaign 12.1 (Unique Marketing Audience Records)
- HCL Unica Interact 12.1 (Omnichannel Interactions)
- HCL Unica Deliver 12.1 (Deliver Email Messages)
- HCL Unica Journey 12.1 (Journey Audiences)
- HCL Unica Link Connector Framework 12.1
- HCL Unica MailChimp Connector 12.1
- HCL Unica Mandrill Connector 12.1
- HCL Unica Twilio Connector 12.1
- HCL Unica Salesforce Connector 12.1

HCL Unica Link Connector Framework is a pre-requisite for the other Unica Connectors.

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 Marketing Platform 12.1

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 or 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.

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 Authorized use of the Program.

Marketing Audience Record

A Marketing Audience Record is a unique entity or entry in a database or file or any data store containing customer or prospect information and accessed by the Unica Marketing Platform for the purposes of marketing.

A Marketing Audience Record can represent an active, inactive customer, or prospect.

This metric is derived by adding unique marketing audience records across audience levels serviced by Unica Marketing Platform in a given year.

Every unit of HCL Unica Marketing Platform purchased entitles the Licensee to use 250,000 unique Marketing Audience Records.

Messages Sent

Messages Sent is a unit of measure by which the usage of Deliver Email Messages can be obtained. Messages can include any message sent through Unica Deliver such as an email.

There can be exceptions which are not counted towards the number of messages sent such as SMS. Where messages are not counted towards usage, an additional contract with a third party will be in place to account for these messages.

A message is an electronic communication sent through the HCL Unica Deliver such as an email. Sufficient entitlements must be obtained to cover the estimated number of emails to be sent during the measurement period specified in a Proof of Entitlement or Transaction Document. Where actual usage is above or below the estimated usage then renegotiation of the Transaction Document will be required at the time of renewal for the following term to account for any disparity.

Every unit of HCL Unica Marketing Platform purchased entitles the Licensee to send 12,000,000 messages per year.

Journey Audience Record

A Journey Audience Record is a unique entity or entry in a journey, containing customer or prospect information and serviced by the Unica Journey module of the Unica Marketing Platform.

A Journey is a multi-step omni channel orchestration of a customer experience.

Every unit of HCL Unica Marketing Platform purchased entitles the Licensee to use 12,000,000 Journey Audience Records per year.

Omni Channel Interaction

An Omni Channel Interaction is a personalization session for an audience serviced by Unica Marketing Platform on any channel / device or touchpoint.

A session is defined as a series of API requests from the same uniquely identified client with a time of no more than 30 minutes and no requests for APIs from other domains intervening between requests. In other words, a session ends when someone goes to another site, or 30 minutes of inactivity, whichever comes first.

In the event of API requests exceeding more than 10 within a session, it will be counted as an additional Omni Channel Interaction.

An Omni Channel Interaction can be initiated by any channel/touchpoint (website, email, mobile, etc.) or device (IVR/ATM/Kiosk/POS/Scanner etc.).

This is derived by adding the total number of interactions for audiences across channels in a given year.

Every unit of HCL Unica Marketing Platform purchased entitles the Licensee to support 12,000,000 Omni Channel Interactions per year.

Platform User

Platform User is a unit of measure by which the Program can be licensed.

A Platform User is a unique person who is given access to the Unica Marketing Platform.

An entitlement for a Platform User is unique to that user and may not be shared, nor may it be reassigned other than for the permanent transfer of the Platform User entitlement to another person.

Licensed by named users, not concurrent users.

This metric is derived by adding the total number of unique users expected to access the Unica Marketing Platform in a given year.

Every unit of HCL Unica Marketing Platform purchased entitles the Licensee to four platform users per year.

Site

Site grants the purchaser permission to use the software on a network on a single site (used in one production environment and used in any number of non-production environments).

Metering and Reporting Usage

Effective with the 12.1 release, Unica Programs are enabled for "Active License Management" where in all entitlements will be metered, based upon actual usage. Usage data will be transparent and will be available in the Unica Program. The usage data is required to be transmitted to HCL Software's third party Licensing platform "FlexNet Operations" via a "License Server" that is deployed with the Unica Program(s). To enable the transmission of the usage data, the Licensee agrees to install and deploy the License Server along with the Unica Program. Licensee is expected to keep the License Server online such that the usage can be regularly synced with FlexNet Operations. In the case where the License Server at the Licensee's site remains offline or if the usage data cannot automatically be transmitted to FlexNet Operations, the Licensee agrees to send the encrypted daily usage report once every six months to FlexNet Operations. The daily usage report is available for the Licensee to download from the Unica software in an Encrypted form. The Licensee agrees to send this report "as is" without attempting to make any modifications to it. Further Licensee agrees to install hotfixes or fixpacks in a timely manner (within two months of release) to allow to comply with Active License Management. Licensee also agrees to mark the correct environment as their production environment as Active License Management is limited only to the production environment. HCL Software reserves the right to not provide software support to any Licensee that does not comply with the above requirements for Active License Management.