

LICENSE INFORMATION

Program Name:

HCL Contact Optimization 12.0

HCL Contact Optimization Limited Records 12.0

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Supporting Programs:
IBM iLOG CPLEX Optimization Studio 12.5

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HCL Contact Optimization 12.0

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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.

Resource Value Unit (RVU)

Resource Value Unit (RVU) is a unit of measure by which the Program can be licensed. RVU 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 RVUs required for Licensee's environment for the specific resources as specified in the table below. RVU entitlements are specific to the Program and the type of resource and may not be exchanged, interchanged, or aggregated with RVU entitlements of another program or resource.

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

1. Definitions

1.1 Limited Records

Limited Records are defined as: 1) prospects who have not transacted business with Customer in the past; 2) inactive customers who have not transacted business with Customer in the past 12 months and do not otherwise have an active open account with Customer; or 3) customers or records related to prospects that a Customer is not able to currently market to as a result of (i) the customer/prospect opting-out of marketing communications, (ii) the record containing incomplete or inaccurate contact information, or (iii) other legal restrictions.

1.2 Active Customer Records

Active Customer Records are defined as all customer database records that are not Limited Records.

1.3 Used in Production

Used in Production means used other than in an internal development or test environment (including but not limited to testing, performance tuning, fault diagnosis, internal benchmarking, staging, training, quality assurance activity and/or developing internally used additions or extensions to the Program using published application programming interfaces), or backup or archiving.

2. Cumulative Entitlements Requirements for HCL Contact Optimization

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

3. Resource Value Unit

The Resource for the purpose of the RVU calculation is one hundred thousand (100,000) Records managed by the Program Used in Production. There are two types of Records

requiring entitlements: Limited Records and Active Customer Records.

3.1 Resource Value Unit Conversion Table

From 1 to 2 Resources, 1 RVU per Resource

From 3 to 5 Resources, 2 RVUs plus .90 RVUs per Resource above 2

From 6 to 10 Resources, 4.7 RVUs plus .80 RVUs per Resource above 5

From 11 to 20 Resources, 8.7 RVUs plus .70 RVUs per Resource above 10

From 21 to 35 Resources, 15.7 RVUs plus .60 RVUs per Resource above 20

From 36 to 50 Resources, 24.7 RVUs plus .45 RVUs per Resource above 35

For more than 50 Resources, 31.45 RVUs plus .30 RVUs per Resource above 50