

## LICENSE INFORMATION

Program Name (Program Number):  
HCL Customer Experience Suite v9.5

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

### Limited use right

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.

### Specifications

Program's specifications can be found in the collective Description and Technical Information sections of the Program's Announcement Letters.

### 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.

### 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. 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:

HCL Portal

HCL Web Content Manager

HCL Leap

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 Agreement, 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.

Terms for Oracle Outside In Technology

The Programs licensed under this Agreement include Outside In filtering and document viewing technology (the "Outside In Technology") supplied by Oracle USA, Inc. ("Oracle"). The term "Outside In Technology" includes any technology licensed to Oracle by its suppliers. As used in the Agreement, the term "HCL supplier" shall be deemed to include Oracle and its suppliers. In addition to the terms and conditions of this Agreement, as a condition of using the Outside In Technology, Licensee specifically agrees as follows:

- (1) Oracle USA, Inc. is a third party beneficiary to this Agreement.
- (2) Licensee may only transfer the Program by providing advance written notice to HCL and otherwise subject to the terms of this Agreement.
- (3) Licensee may not publish the results of benchmark tests run on the Outside In Technology without prior written permission.
- (4) HCL may inform HCL suppliers of compliance verification results relating to such HCL Suppliers' components.
- (5) To the extent allowed under applicable law, the Uniform Computer Information Transactions Act ("UCITA") does not apply.

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.

#### Processor Value Unit (PVU)

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 (defined within the PVU Table by Processor Vendor, Brand, Type and Model Number at [http://www.ibm.com/software/lotus/passportadvantage/pvu\\_licensing\\_for\\_customers.html](http://www.ibm.com/software/lotus/passportadvantage/pvu_licensing_for_customers.html)) and the number of processors made available to the Program. IBM continues to define a processor, for the purpose of PVU-based licensing, to be each processor core on a chip. A dual-core processor chip, for example, has two processor cores.

Licensee can deploy the Program using either Full Capacity licensing or Virtualization Capacity (Sub-Capacity) licensing according to the Passport Advantage Sub-Capacity Licensing Terms (see webpage below). If using 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. If using Virtualization Capacity licensing, Licensee must obtain entitlements sufficient to cover all activated processor cores made available to or managed by the Program, as defined according to the Virtualization Capacity License Counting Rules at [http://www.ibm.com/software/lotus/passportadvantage/Counting\\_Software\\_licenses\\_using\\_specific\\_virtualization\\_technologies.html](http://www.ibm.com/software/lotus/passportadvantage/Counting_Software_licenses_using_specific_virtualization_technologies.html).

\* 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.

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

Licensee is authorized to use the Program only to develop, deploy, maintain, and manage Licensee's customer facing extranet website, including extranet website content, and to provide direct customer support.

Supporting Program Details

HCL Portal

- Entitlement: Ratio 1 PVU/1 PVU

HCL Web Content Manager

- Entitlement: Ratio 1 PVU/1 PVU

HCL Leap

- Entitlement: Ratio 1 PVU/1 PVU

"Use by Principal Program" means that neither Licensee nor any application, program, or device external to the Principal Program is authorized to directly use or access the services of the Supporting Program in any way. The Supporting Program is provided exclusively for use by the Principal Program. Licensee may access the Supporting Program only to perform administrative functions, such as backup, recovery, and authorized configuration but may not directly use the Supporting Program for any productive use.

"Ratio n/m" means that Licensee receives some number ('n') entitlements of the indicated metric for the identified program for every specified number ('m') entitlements of the specified metric for the Program as a whole. The specified ratio does not apply to any entitlements for the Program that are not of the required metric type. The number of entitlements for the identified program is rounded up to a multiple of 'n'. For example, if a Program includes 100 PVUs for an identified program for every 500 PVUs obtained of the Principal Program and Licensee acquires 1,200 PVUs of the Program, Licensee may install the identified program and have processor cores available to or managed by it of up to 300 PVUs. Those PVUs would not need to be counted as part of the total PVU requirement for Licensee's installation of the Program on account of the installation of the identified program (although those PVUs might need to be counted for other reasons, such as the processor cores being made available to other components of the Program, as well).

"Unrestricted" means that, notwithstanding the language above, Licensee's right to use the Supporting Program is not limited to use only in support of Licensee's use of the Principal Program. While the other restrictions on Licensee's use of the Supporting Program continue to apply, Licensee may use the Supporting Program for purposes independent of the licensed use of the Principal Program.