

## LICENSE INFORMATION

Program Name:

HCL Contact Optimization 12.0

HCL Contact Optimization Limited Records 12.0

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.

### 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.

### 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 iLOG CPLEX Optimization Studio 12.5

#### 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 Contact Optimization 12.0

#### 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.

## 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