

## LICENSE INFORMATION

Program Name: HCL Portal Express v9.0

Program Number: 5724-E77

Program Name: HCL Portal Express Idle Standby Server v9.0

Program Number: 5724-E77

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

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The following are Supporting Programs licensed with the Program:

HCL Portal Personalization

HCL Portal Search

IBM WebSphere Application Server Network Deployment

IBM DB2 Advanced Workgroup Server Edition ("IBM DB2")

HCL Web Content Manager

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.

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The above benchmarking terms apply to the following Programs or subcomponents:

WebSphere Application Server

HCL Portal Server

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

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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.

Any computing device that requests the execution of or receives for execution a set of commands, procedures, or applications from the Program or that is otherwise managed by the Program is considered a separate User of the Program and requires an entitlement as if that device were a 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.

## 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.

## Program-unique Terms

### Entitlement Limitations

For Authorized User entitlements acquired by Licensee, no more than 1000 Authorized Users may be given access to the Program.

For PVU entitlements acquired by Licensee, the total PVU rating for the activated processor cores made available to or managed by the Program cannot exceed 480 PVUs.

The Program may not be used in either a cloned configuration or in a clustered configuration except when implementing for purposes of failover. In an Idle Standby configuration, copy of the program may reside for backup purposes on a machine and is started, but is "idling", and is not doing any work of any kind. A server is considered "idle" if it is used exclusively for administrative actions that assist in failover scenarios.

For any Install entitlements acquired by Licensee, Licensee's use of the Program is limited to use in an Idle Standby configuration for the purposes of failover.

### Components Not Used for Establishing Required Entitlements

When determining the number of entitlements required for Licensee's installation or use of the Program, the installation or use of the following Program components are not taken into consideration. In other words, Licensee may install and 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.

- Administrative Console (of WebSphere Application Server)
- Administrative Scripting (of WebSphere Application Server)
- Edge Components Sub Components: Site Selector, Metric Server, Custom Advisors, Consultants (of WebSphere Application Server)
- IBM HTTP Server (of WebSphere Application Server)
- IBM Resource Adapter for JMS (of WebSphere Application Server)
- IBM Thin Client for EJB (of WebSphere Application Server)
- IBM Thin Client for JMS (of WebSphere Application Server)
- IBM Thin Client for JAX-RPC (of WebSphere Application Server)
- IBM Thin Client for JAX-WS (of WebSphere Application Server)
- IBM Thin Admin Client (of WebSphere Application Server)
- IBM Thin Client for JPA (of WebSphere Application Server)

- IBM Thin Client for XML (of WebSphere Application Server)
- Performance and Analysis Tools: Dynamic Cache Monitor, Tivoli - Performance Viewer, Performance Servlet (of WebSphere Application Server)
- Pluggable Application Client (of WebSphere Application Server)
- WebSphere Application Client (of WebSphere Application Server)
- WebServer Plugins (of WebSphere Application Server)

All components of the Program when used only for Developer uses. Developer use allows the Program to be deployed as part of Licensee's internal development and unit testing on a developer machine. A developer machine is a physical or virtual desktop environment, running a primary operating system and the Program, both of which are accessible and used by no more than one specified developer. Licensee is not authorized to use the Program for processing production workloads, simulating production workloads or testing scalability of any code, application or system.

#### Supporting Programs Details

##### HCL Portal Personalization

- Entitlement: Ratio 1/1
- Use Limitations: Unrestricted

##### HCL Portal Search

- Entitlement: Ratio 1/1

##### WebSphere Application Server Network Deployment

- Entitlement: Ratio 1/1
- Use Limitations: Use by Principal Program

##### IBM DB2 Advanced Workgroup Server Edition ("IBM DB2")

- Entitlement: No Metric
- Use Limitations: Use by Principal Program

##### HCL Web Content Manager

- Entitlement: Ratio 1/1

"Ratio n/m" means that Licensee receives some number ('n') entitlements for the Supporting Program for every specified number ('m') entitlements of the Principal Program as a whole. Unless otherwise specified, the number of entitlements for the Supporting Program is rounded up to a multiple of 'n'. For example, if a Program includes 100 PVUs for a Supporting Program for every 500 PVUs obtained of the Principal Program and Licensee acquires 1,200 PVUs of the Program, Licensee may install the Supporting 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 Supporting Program (although those PVUs might need to be counted for other reasons, such as the processor cores being made available to the Principal Program, as well).

"No Metric" means this Supporting Program may be installed on as many machines and used by as many persons as is reasonably necessary within the use limitations that apply to this Supporting Program.

"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.

"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

#### Permitted Components

Notwithstanding any provision in the Agreement, Licensee is permitted to use only the following components or functions of the identified Supporting Program:

#### Prohibited Components

Notwithstanding any provision in the Agreement, Licensee is not authorized to use any of the following components or functions of the Program:

- IBM WebSphere eXtreme Scale (of WebSphere Application Server)
- Syndication of Web Content Manager content (of HCL Web Content Manager) with any other production or authoring server except Web Content Manager Standard Edition.

For WebSphere Application Server Network Deployment ("WAS ND")

Licensee may use WAS ND to manage copies of the Application Server Network Deployment component that Licensee acquired under a WebSphere Network Deployment or WAS for



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For IBM DB2 Advanced Workgroup Server Edition

The Supporting Program may use a maximum of 16 processor cores and 128 GB of memory on each physical or virtual server; however, if the Supporting Program is used on a cluster of servers configured to work together using database partitioning or other permitted clustering technology, the Supporting Program may use a maximum of 16 processor cores and 128 GB of memory across all virtual or physical servers in that cluster.