

LICENSE INFORMATION

The Programs listed below are licensed under the following License Information terms and conditions in addition to the Program license terms previously agreed to by Licensee and HCL. If Licensee does not have previously agreed to license terms in effect for the Program, the HCL Master License Agreement applies.

Program Name: HCL Domino Utility Express 11.0

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

Limited use right

As described in the HCL Master License Agreement("MLA") 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, 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.

Multi-Product Install Image

The Program is provided as part of a multi-product install image. Licensee is authorized to install and use only the Program (and its Bundled or Supporting Programs, if any) for which a valid

entitlement is obtained and may not install or use any of the other software included in the image unless Licensee has acquired separate entitlements for that other software.

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 Client Application Access

HCL Domino Designer

HCL Nomad

HCL Domino AppDev Pack

Permitted Components

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

Domino Administrator (of HCL Domino Designer)

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 Statement.

Redistributables

If the Program includes components that are Redistributable, they will be identified in the REDIST file that accompanies the Program. In addition to the license rights granted in the Agreement, Licensee may distribute the Redistributables subject to the following terms:

1) Redistribution must be in object code form only and must conform to all directions, instruction and specifications in the Program's accompanying REDIST or documentation;

- 2) If the Program's accompanying documentation expressly allows Licensee to modify the Redistributables, such modification must conform to all directions, instruction and specifications in that documentation and these modifications, if any, must be treated as Redistributables;
- 3) Redistributables may be distributed only as part of Licensee's application that was developed using the Program ("Licensee's Application") and only to support Licensee's customers in connection with their use of Licensee's Application. Licensee's Application must constitute significant value add such that the Redistributables are not a substantial motivation for the acquisition by end users of Licensee's software product;
- 4) If the Redistributables include a Java Runtime Environment, Licensee must also include other non-Java Redistributables with Licensee's Application, unless the Application is designed to run only on general computer devices (for example, laptops, desktops and servers) and not on handheld or other pervasive devices (i.e., devices that contain a microprocessor but do not have computing as their primary purpose);
- 5) Licensee may not remove any copyright or notice files contained in the Redistributables;
- 6) Licensee must hold HCL, its suppliers or distributors harmless from and against any claim arising out of the use or distribution of Licensee's Application;
- 7) Licensee may not use the same path name as the original Redistributable files/modules;
- 8) Licensee may not use HCL's, its suppliers or distributors names or trademarks in connection with the marketing of Licensee's Application without HCL's or that supplier's or distributor's prior written consent;
- 9) HCL, its suppliers and distributors provide the Redistributables and related documentation without obligation of support and "AS IS", WITH NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF TITLE, NONINFRINGEMENT OR NON-INTERFERENCE AND THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE;
- 10) Licensee is responsible for all technical assistance for Licensee's Application and any modifications to the Redistributables; and
- 11) Licensee's license agreement with the end user of Licensee's Application must notify the end user that the Redistributables or their modifications may not be i) used for any purpose other than to enable Licensee's Application, ii) copied (except for backup purposes), iii) further distributed or transferred without Licensee's Application or iv) reverse assembled, reverse compiled, or otherwise translated except as specifically permitted by law and without the possibility of a contractual waiver. Furthermore, Licensee's license agreement must be at least as protective of HCL as the terms of this Agreement.

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, NONINFRINGEMENT OR NON-

INTERFERENCE AND THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

For Source Components and Sample Materials listed in a Program's REDIST file, Licensee may redistribute modified versions of those Source Components or Sample Materials consistent with the terms of this license and any instructions in the REDIST file.

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

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 <https://www.ibm.com/software/passportadvantage/ibmlicensemetrictool.html>) and the number of processors made available to the Program. HCL 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 (<https://www.ibm.com/software/passportadvantage/subcaplicensing.html>). 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

https://www.ibm.com/software/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's use of the Program is limited to use on no more than sixteen hundred (1,600) Processor Value Units.

The Program is only permitted for use by an Express Eligible Enterprise.

"Express Eligible Enterprise" shall mean an entity of no more than one thousand (1,000) employees, including Licensee's employees, independent contractors, and those of a Related Company. For purposes herein, a "Related Company" is any corporation, company, or other entity that: (i) is Controlled by Licensee; (ii) Controls Licensee; or (iii) is under common Control with Licensee. For this purpose, "Control" means that more than fifty percent (50%) of the controlled entity's shares or ownership interest representing the right to make decisions for such entity are owned or controlled, directly or indirectly by the controlling entity. An entity is considered to be a Related Company only so long as such Control exists.

Prohibited Components

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

- HCL Notes client Primary Personal Mailbox

This Program includes the following software which may not be used for Evil purpose

- RapidJSON