

## LICENSE INFORMATION

Program Name:  
HCL Unica Optimize 12.1

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Supporting Programs:  
IBM iLOG CPLEX Optimization Studio 12.5

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The above benchmarking terms apply to the following Programs or subcomponents of "Unica Marketing Platform":  
HCL Unica Optimize 12.1

## Source Components and Sample Materials

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The following units of measure may apply to Licensee's Authorized Use of the Program.

## **Marketing Audience Record**

A Marketing Audience Record is a unique entity or entry in a database or file, or any data store containing customer or prospect information and accessed by Unica Marketing Platform for the purposes of marketing.

A Marketing Audience Record can represent an active, inactive customer or prospect.

This metric is derived by adding unique marketing audience records across audience levels serviced by Unica Marketing Platform in a given year.

Every unit of HCL Unica Optimize purchased entitles the Licensee to use 250,000 unique marketing audience records

### **Platform User**

Platform User is a unit of measure by which the Program can be licensed.

A Platform User is a unique person who is given access to the Unica Marketing Platform.

An entitlement for a Platform User is unique to that user and may not be shared, nor may it be reassigned other than for the permanent transfer of the Platform User entitlement to another person.

Licensed by named users, not concurrent users.

This metric is derived by adding the total number of unique users expected to access the Unica Marketing Platform in a given year.

### **Site**

Site grants the purchaser permission to use the software on a network on a single site (used in 1 production environment and used in any number of non-production environments).

### **Metering & Reporting Usage**

Effective with the 12.1 release, Unica Programs are enabled for "Active License Management" where in all entitlements will be metered, based upon actual usage. Usage data will be transparent and will be available in the Unica Program. The usage data is required to be transmitted to HCL Software's 3<sup>rd</sup> party Licensing platform "FlexNet Operations" via a "License Server" that is deployed with the Unica Program(s). To enable the transmission of the usage data, the Licensee agrees to install and deploy the "License Server" along with the Unica Program. Licensee is expected to keep the License Server online such that the usage can be regularly synced with FlexNet Operations. In the case where the License Server at the Licensee's site remains offline or if the usage data cannot automatically be transmitted to FlexNet Operations, the Licensee agrees to send the encrypted daily usage report once every 6 months to FlexNet Operations. The daily usage report is available for the Licensee to download from the Unica software in an Encrypted form. The Licensee agrees to send this report "as is" without attempting to make any modifications to it. Further Licensee agrees to install hotfixes or fixpacks in a timely manner (within 2 months of release) to allow to comply with Active License Management. Licensee also agrees to mark the correct environment as their production environment as Active License Management is limited only to the production environment. HCL Software reserves the right to not provide software support to any Licensee that does not comply with the above requirements for Active License Management.