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Program Name: HCL Commerce Enterprise Version 8.0
Program Number: 5724-I38

Program Name: HCL Commerce Professional Version 8.0
Program Number: 5724-I40

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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:

IBM WebSphere Application Server Network Deployment 8.5.5

IBM DB2 Enterprise Server Edition 10.5

IBM Security Directory Server 6.4

IBM Tealeaf CX 9.0

IBM Tealeaf cxImpact 9.0

IBM Tealeaf CX Mobile 9.0

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 IBM WebSphere Application Server Network Deployment)

IBM Security Directory Server Proxy server (of IBM Security Directory Server)

Whitepages Application (of IBM Security Directory Server)

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:

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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 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 Agreement's Sub-Capacity Licensing Terms (if any). 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.

* 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.

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.

General Charge Terms

The Resources for the purpose of RVU calculation are the total number of 100,000 Order Lines processed by the Program in any consecutive 12 month period. An Order is any transaction that has been submitted for fulfillment. Order Lines are the line items on Orders managed by the Program.

Resource Value Unit Conversion Table

From 1 to 2 Resources, 1.00 RVU per Resource

From 3 to 5 Resources, 2 RVUs plus 0.90 RVUs per Resource above 2

From 6 to 10 Resources, 5 RVUs plus 0.80 RVUs per Resource above 5

From 11 to 20 Resources, 9 RVUs plus 0.70 RVUs per Resource above 10

From 21 to 35 Resources, 16 RVUs plus 0.60 RVUs per Resource above 20

From 36 to 50 Resources, 25 RVUs plus 0.45 RVUs per Resource above 35

For more than 50 Resources, 32 RVUs plus 0.30 RVUs per Resource above 50

Program-unique Terms

1.0 Definitions

The following terms are defined for the purposes of this license:

Asset Store - A store that contains a collection of sharable resources (business artifacts, business processes, and storefront assets) that can be leveraged in other types of stores. An asset store does not perform or record business transactions; it is simply a holder of assets that can be used by other stores.

Catalog Asset Store - A type of Asset Store that is a collection of catalog artifacts that

creates a virtual catalog. A Catalog Asset Store can be identified and counted by a unique STORE_ID key in the STORE table in HCL Commerce database, and by a value of CPS in the STORETYPE column of the STORE table.

Cold Standby - Use of a HCL Commerce server program for standby purposes that is installed and configured but not running

Contract - An agreement representing the terms and conditions that apply to a transaction in HCL Commerce. Contracts can be identified and counted in the CONTRACT table in HCL Commerce database.

Extended Site - A storefront created in HCL Commerce through the Store Creation wizard. It is accessible to customers for online business through any channel and/or touchpoint including, but not limited to, web, mobile devices, call centers, kiosks, and in-store solutions. A Store can be identified and counted by a unique STORE_ID key in the STORE table in HCL Commerce database, and by a value of MHS in the STORETYPE column of the STORE table.

Organization - An entity that owns resources such as organization units, users, Stores, and Contracts in HCL Commerce. Organizations can be identified and counted in the ORGENTITY table in HCL Commerce database

Production - Use of a HCL Commerce server program to operate one or more live Stores

Staging - Use of a HCL Commerce server program in which Store information and business content like catalog and promotions are managed in a separate environment from a Production server, and where incremental changes/updates are made, tested with fully developed application in preparation for promotion to the Production utilizing staging server utilities including but not limited to stagingprop, stagingcopy, and fileprop. Staging is meant for final review and end user sign off on the fully developed solution prior to promoting to Production.

Store - A storefront deployed in HCL Commerce that is accessible to customers for online business through any channel and/or touchpoint including, but limited not to, web, mobile devices, call centers, kiosks, and in-store solutions. A Store can be identified and counted by a unique STORE_ID key in the STORE table in HCL Commerce database, and by a value of B2C in the STORETYPE column of the STORE table.

Storefront Asset Store - A type of Asset Store that is a collection of JSP files, commands, business processes (for example, order processing), business policies and access control policies that create a virtual storefront. A Storefront Asset Store can be identified and counted by a unique STORE_ID key in the STORE table in HCL Commerce database, and by a value of MPS in the STORETYPE column of the STORE

table.

Test - Use of a HCL Commerce server program for testing of a HCL Commerce solution, including but not limited to functional, integration, system, performance, and load testing. Testing does not include Staging, provided that Testing may include testing of Staging server utilities and functions.

Warm Standby - Use of a HCL Commerce server program for standby purposes that is installed, configured and running but not performing any e-Commerce related activities, including Production or Staging (but may be performing HCL Commerce database replication).

2.0 Authorized Use

The following restrictions apply to HCL Commerce Professional:

Licensee may use the Program to operate a maximum of one (1) Extended Site, with one (1) associated Contract, one (1) Storefront Asset Store, one (1) Catalog Asset Store, and only using the Organizations created by the Program.

If Licensee is entitled under the PVU metric, Licensee may use the Program to operate a maximum of one (1) Store and one (1) associated Contract and only using the Organizations created by the Program per 100 Processor Value Units ("PVUs") (120 PVUs for POWER processors).

If Licensee is entitled under the RVU metric, Licensee may use the Program to operate a maximum of one (1) Store and one (1) associated Contract and only using the Organizations created by the Program per 1 RVU.

The following terms apply to all editions:

If Licensee is entitled under the PVU metric, Licensee must be fully licensed for a sufficient number of PVU entitlements for each server used for Staging and Production server environments. Test, Cold Standby, and Warm Standby server environments do not require additional PVU entitlements (provided that Test, Cold Standby and Warm Standby server environments are not used for Production or Staging purposes).

If Licensee is entitled under the RVU metric, Licensee must be fully licensed for a sufficient number of RVU entitlements for the Resources managed by the Production server environments. Staging, Test, Cold Standby, and Warm Standby server environments do not require additional RVU entitlements (provided that the Staging, Test, Cold Standby and Warm Standby server environments are not used for Production purposes).

2.1 HCL Commerce Search

Licensee is authorized to install the HCL Commerce Search component only for processing search queries generated by HCL Commerce, and not for serving other applications or web sites.

Licensee may install the HCL Commerce Search component, and WebSphere Application Server in support of the Search component, on one or more different machine(s) from where Licensee has installed HCL Commerce, provided that Licensee's use of the HCL Commerce Search component and WebSphere Application Server in support of the Search component may not exceed the maximum resource or other charge unit capacity for which Licensee is licensed to use HCL Commerce under its Proof of Entitlement.

2.2 ADDITIONAL TERMS FOR SAMPLE MATERIALS

Sample Material included with the Program include Starter Stores. "Starter Store" means a functional sample online Store provided in a store archive format with the Program, and are samples designed to be used as a base from which a customized online Stores can be created. Starter Store sample materials may include the names of individuals, companies, brands and products in order to illustrate concepts as completely as possible. All of these names are fictitious and any similarity to the names and addresses used by actual persons or business enterprises is entirely coincidental. Starter Store sample materials may also contain text, images and/or similar content that are the copyrighted materials of HCL or third parties ("Sample Content"). Notwithstanding the "Sample Materials" section of this License Information, Sample Content is provided for illustrative purposes only and Licensee is not permitted to copy, display, retransmit or otherwise use or re-use the Sample Content (including, but not limited to, in Licensee's production Store(s)).

Other Sample Materials included with the Program include code or script samples to illustrate HCL Commerce functions and they are located in [install]\samples directory where [install] is the user-specified or the default Program install directory.

3.0 Program-unique Terms for Supporting Programs

3.1 IBM DB2

IBM DB2

- Entitlement: Ratio 1/1 (if licensed under the PVU metric)
- Use Limitations: Use by Principal Program

"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).

"Use by Principal Program" means that the Supporting Program is provided exclusively for use by the Principal Program. Neither Licensee nor any application, program or device is authorized to directly use or access the services of the Supporting Program except Licensee may access the Supporting Program to perform administrative functions for the Supporting Program such as backup, recovery and authorized configuration.

3.2 IBM Tealeaf

Licensee is authorized to install and use IBM Tealeaf CX and IBM Tealeaf cxImpact only on Test environments. No Production use or Staging use is permitted.