

Program Name: HCL Portal v9.0

Program Number: 5724-E76

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.

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

### Supporting Programs

The Program is licensed as a multi-product package and includes 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 and within the limits of the Proofs of Entitlement for the Program (unless broader rights are provided elsewhere in this License Information document). The phrase "to support Licensee's use" would include only 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. Licensee is not authorized to transfer or remarket the Supporting Programs separate from the Principal Program. 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. When Licensee's right to use the Program expires or terminates, Licensee must discontinue use, destroy or promptly return all copies of the Supporting Programs to the party from whom Licensee acquired the Program. If Licensee downloaded the Supporting Programs, Licensee should contact the party from whom Licensee acquired the Program. If Licensee wishes to license the Supporting Programs for any use beyond the limits set forth above, please contact an IBM Sales Representative or the party from whom Licensee acquired the Program to obtain the appropriate license.

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")

#### 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)

#### 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 IBM products ("Third Parties"), and (C) follows any and all performance tuning and "best practices" guidance available in the Program's documentation and on IBM'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.

Notwithstanding the foregoing, under no circumstances may Licensee publish the results of benchmark tests run on Oracle Outside In Technology without prior written permission.

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

IBM WebSphere Application Server

HCL Portal

#### 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. IBM 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, NON-INFRINGEMENT OR NON-INTERFERENCE AND THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### Terms for Oracle Outside In Technology

The Programs licensed under this Agreement include Outside In filtering and document viewing technology (the "Outside In Technology") supplied by Oracle USA, Inc. ("Oracle"). The term "Outside In Technology" includes any technology licensed to Oracle by its suppliers. As used in the Agreement, the term "IBM supplier" shall be deemed to include Oracle and its suppliers. In addition to the terms and conditions of this Agreement, as a condition of using the Outside In Technology, Licensee specifically agrees as follows:

- (1) Oracle USA, Inc. is a third party beneficiary to this Agreement.
- (2) Licensee may only transfer the Program by providing advance written notice to IBM and otherwise subject to the terms of this Agreement.
- (3) Licensee may not publish the results of benchmark tests run on the Outside In Technology without prior written permission.
- (4) HCL may inform HCL suppliers of compliance verification results relating to such HCL suppliers' components.
- (5) To the extent allowed under applicable law, the Uniform Computer Information Transactions Act ("UCITA") does not apply.

#### Technology Preview Code

Technology Preview Code (TPC) may be included or distributed with the Program or updates to it but are not part of the Program. TPC is licensed under the same terms as the Program, except as provided below. TPC will be identified as such in the Notices File (or in an updated Notices File accompanying the updates). Some or all of the TPC may not be made generally available by IBM as or in a product. Licensee is permitted to use TPC only for internal use for evaluation purposes and not for use in a production environment. The Notices File may limit this evaluation use to an evaluation period. If so, at the end of such evaluation period Licensee must cease using and uninstall the TPC. IBM provides the TPC without obligation of support and "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF TITLE, NON-INFRINGEMENT OR NON-INTERFERENCE AND ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Licensee may not transfer TPC to another party except as a transfer accompanying the Program. TPC may contain a disabling device that will prevent it from being used after the

evaluation period ends. Licensee will not tamper with this disabling device or the TPC. Licensee should take precautions to avoid any loss of data that might result when the TPC can no longer be used.

### 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.

### Third Party Data and Services

The Program may contain links to or be used to access third party data services, databases, web services, software, or other third party content (all, "content"). Access to this content is provided "AS-IS", WITH NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF TITLE, NON-INFRINGEMENT OR NON-INTERFERENCE AND THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Access can be terminated by the relevant third parties at their sole discretion at any time. Licensee may be required to enter into separate agreements with the third parties for the access to or use of such content. IBM is not a party to any such separate agreements and as an express condition of this license Licensee agrees to comply with the terms of such separate agreements.

### 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.

### 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

#### 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.

All components of the Program when used only for augmenting a separately acquired WebSphere Application Server Network Deployment profile and supporting the remote administration and network deployment of the Program.

#### Supporting Programs Details

##### HCL Portal Personalization

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

##### HCL Portal Search

- Entitlement: Ratio 1/1

##### IBM 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

"Addressable Device" is a unit of measure by which the Supporting Program can be licensed. An Addressable Device is a device upon which an application is installed that is addressable by the Supporting Program. Each application installation that is addressable by the Supporting Program counts as a separate Addressable Device.

"Employee" is a person hired for a wage, salary, periodic or hourly rate, fee, or payment to perform work for the Licensee, or any entity to which the Licensee may provide, under the terms of this license, authority to use the software entitled by this license.

"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.

"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).

"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.

"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.

#### Permitted Components

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

#### 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 zOS license. Licensee may not use WAS ND to manage copies of the Application Server component acquired as part of a WebSphere Application Server or WebSphere Application Server - Express license, except when using the Job Manager component of WAS ND. The Job Manager component can be used with the administrative agents of any WebSphere Application Server edition.

#### 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.