

Program Name (Program Number):
HCL Portal Extend v9.5 (5724-E76)

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Specifications

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

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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 Portal Personalization
HCL Portal Search
IBM WebSphere Application Server Network Deployment
IBM DB2 Advanced Workgroup Server Edition ("IBM DB2")
HCL Web Content Manager
HCL Leap

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

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

IBM WebSphere Application Server
HCL Portal

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The following units of measure may apply to Licensee's use 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) 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.

* 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.

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.

THIRD PARTY PROGRAMS

Licensee is authorized to install and use the Third Party Programs identified below. The terms of this Agreement supersede and void any electronic "click through," "shrinkwrap," or other licensing terms and conditions included with or accompanying the Third Party Program(s). The Principal Program and any Third Party Programs are all part of the Program, as a whole. Therefore, Licensee must obtain sufficient entitlements to the Program, as a whole, to cover Licensee's installation and use of all of the Third Party 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 Third Party Program

on a 100 PVU machine (physical or virtual) and another Third Party Program on a second 100 PVU machine, Licensee would be required to obtain 200 PVU entitlements to the Program.

Supporting Programs Details

HCL Portal Personalization

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

HCL Portal Search

- Entitlement: Ratio 1 PVU/1 PVU

IBM WebSphere Application Server Network Deployment

- Entitlement: Ratio 1 PVU/1 PVU
- 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 100 PVU/600 PVU

HCL Leap

- Entitlement: Ratio 1 PVU/1 PVU

"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 of the indicated metric for the identified program for every specified number ('m') entitlements of the specified metric for the Program as a whole. The specified ratio does not apply to any entitlements for the

Program that are not of the required metric type. The number of entitlements for the identified program is rounded up to a multiple of 'n'. For example, if a Program includes 100 PVUs for an identified program for every 500 PVUs obtained of the Principal Program and Licensee acquires 1,200 PVUs of the Program, Licensee may install the identified 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 identified program (although those PVUs might need to be counted for other reasons, such as the processor cores being made available to other components of the 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.