

LICENSE INFORMATION

Program Name:

HCL Interact for ATM, Kiosk, POS 12.0
HCL Interact for Sales and Service Agents 12.0
HCL Interact for Digital Interactions 12.0
HCL Interact for Digital Messages 12.0
HCL Interact for Interactive Voice Response 12.0

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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

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Supporting Programs:

HCL Campaign V12.0

IBM WebSphere MQ V8.0

IBM WebSphere Application Server V8.5.5

IBM DB2 Workgroup Edition V11.1

HCL Marketing Platform V12.0

IBM WebSphere eXtreme Scale V8.6

IBM InfoSphere Streams V3.2.1.2

IBM WebSphere Application Server Liberty V8.5.0.2

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

HCL Interact 12.0

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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.

Client Device

Client Device is a unit of measure by which the Program can be licensed. A Client Device is a single user computing device or special purpose sensor or telemetry device that requests the execution of or receives for execution a set of commands, procedures, or applications from or provides data to another computer system that is typically referred to as a server or is otherwise managed by the server. Multiple Client Devices may share access to a common server. A Client Device may have some processing capability or be programmable to allow a user to do work. Examples include, but are not limited to actuators, appliances, automated teller machines, automatic meter readers, cash registers, disk drives, desktop computers, kiosks, notebook computers, personal digital assistant, point-of-sale terminals, sensors, smart meters, tape drives, and technical workstations. Licensee must obtain entitlements for every Client Device which runs, provides data to, uses services provided by, or otherwise accesses the Program and for every other computer or server on which the Program is installed.

Port

Port is a unit of measure by which the Program can be licensed. A Port represents a single phone line or phone connection. Licensee must obtain an entitlement for every Port connected to the Program.

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.

User Value Unit (UVU)

User Value Unit (UVU) is a unit of measure by which the Program can be licensed. UVU Proofs of Entitlement are based on the number and type of Users for the given Program. Licensee must obtain sufficient entitlements for the number of UVUs required for Licensee's environment as specified in the table below. The UVU entitlements are specific to the Program and type of user and may not be exchanged, interchanged, or aggregated with UVU entitlements of another program or type of user.

In addition to the above, the following terms apply to Licensee's use of the Program.

1. Resource Value Unit Licensing Information for HCL Interact for Digital Interactions Programs and HCL Interact for Digital Messages Programs

1.1 HCL Interact for Digital Interactions and HCL Interact Advanced Patterns for Digital Interactions

The Resource for the purposes of RVU calculation is one thousand (1,000) Average Daily Digital Interactions. A Digital Interaction is equivalent to a mobile or non-mobile session and is defined as a series of url requests from the same uniquely identified client with a time of no more than 30 minutes and no requests for urls from other domains intervening between requests. In other words, a session ends when someone goes to another site, or 30 minutes elapse between pageviews, whichever comes first. The Average Daily Digital Interactions are determined by dividing the aggregate number or visits per calendar year by 365.

ATM, Kiosk and POS devices connected to the web do not require entitlement to HCL Interact for Digital Interactions.

1.2 HCL Interact for Digital Messages and HCL Interact Advanced Patterns for Digital Messages

The Resource for the purposes of RVU calculation is five thousand (5,000) Average Daily outbound Digital Messages. A Digital Message is an electronic communication processed by the Program. The Average Daily is determined by dividing the aggregate number of outbound Digital Messages per calendar year by 365. Sufficient entitlements must be obtained to cover the highest Average Daily Outbound Digital Messages personalized by and/or sent from the Program.

1.3 Resource Value Unit Conversion Table

From 1 to 2 Resources, 1 RVU per Resource

From 3 to 5 Resources, 2 RVUs plus .90 RVUs per Resource above 2

From 6 to 10 Resources, 4.7 RVUs plus .80 RVUs per Resource above 5

From 11 to 20 Resources, 8.7 RVUs plus .70 RVUs per Resource above 10

From 21 to 35 Resources, 15.7 RVUs plus .60 RVUs per Resource above 20

From 36 to 50 Resources, 24.7 RVUs plus .45 RVUs per Resource above 35

For more than 50 Resources, 31.45 RVUs plus .30 RVUs per Resource above 50

2. Resource Value Unit Licensing for HCL Interact for ATM, Kiosk, and POS and HCL Interact Advanced Patterns for ATM, Kiosk, and POS

The Resource for the purposes of RVU calculations is Client Device managed by the Program. Client Device is a unit of measure by which the Program can be licensed. A Client Device is a single user computing device or special purpose sensor or telemetry device that requests the execution of or receives for execution a set of commands, procedures, or applications from or provides data to another computer system that is typically referred to as a server or is otherwise managed by the server. Multiple Client Devices may share access to a common server. A Client Device may have some processing capability or be programmable to allow a user to do work. Examples include, but are not limited to actuators, appliances, automated teller machines, automatic meter readers, cash registers, disk drives, desktop computers, kiosks, notebook computers, personal digital assistant, point-of-sale terminals, sensors, smart meters, tape drives, and technical workstations. Licensee must obtain entitlements for every Client Device which runs, provides data to, uses services provided by, or otherwise accesses the Program and for every other computer or server on which the Program is installed.

2.1 Resource Value Unit Conversion Table

From 1 to 100 Resources, 1 RVU per Resource
From 101 to 250 Resources, 100 RVUs plus .90 RVUs per Resource above 100
From 251 to 500 Resources, 235 RVUs plus .80 RVUs per Resource above 250
From 501 to 750 Resources, 435 RVUs plus .60 RVUs per Resource above 500
From 751 to 1250 Resources, 585 RVUs plus .50 RVUs per Resource above 750
From 1251 to 2000 Resources, 835 RVUs plus .40 RVUs per Resource above 1250
For more than 2000 Resources, 1135 RVUs plus .30 RVUs per Resource above 2000

3. User Value Unit Licensing for HCL Interact for Sales and Service Agents and HCL Interact Advanced Patterns for Sales and Service Agents

The User for the purposes of UVU calculations is an Authorized User. 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.

3.1 User Value Unit Conversion Table

From 1 to 100 Users, 1 UVU per User
From 101 to 250 Users, 100 UVUs plus .90 UVUs per User above 100
From 251 to 500 Users, 235 UVUs plus .80 UVUs per User above 250
From 501 to 750 Users, 435 UVUs plus .60 UVUs per User above 500
From 751 to 1250 Users, 585 UVUs plus .50 UVUs per User above 750
From 1251 to 2000 Users, 835 UVUs plus .40 UVUs per User above 1250
For more than 2000 Users, 1135 UVUs plus .30 UVUs per User above 2000