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Online version : <https://www.ibm.com/terms/?id=L-VXDF-VPYKN6&lc=en>

LICENSE INFORMATION

The Programs listed below are licensed under the following License Information terms and conditions in addition to the Program license terms previously agreed to by Client and IBM. If Client does not have previously agreed to license terms in effect for the Program, the International Program License Agreement (i125-3301-15) applies.

Program Name (Program Number):

IBM Content Manager Enterprise Edition Authorized V8.7.0.5 (5724-B19)

IBM Content Manager Enterprise Edition Employee V8.7.0.5 (5724-B19)

IBM Content Manager Enterprise Edition Eligible Participant V8.7.0.5 (5724-B19)

IBM Content Manager Enterprise Edition Starter Pack Authorized V8.7.0.5 (5724-B19)

IBM Content Manager Enterprise Edition V8.7.0.5 (5724-B19)

IBM Content Manager Enterprise Edition Non-Production Environment V8.7.0.5 (5724-B19)

The following standard terms apply to Licensee's use of the Program.

License Terms delivered with Program Not Applicable

The terms of this Agreement supersede and void any electronic "click through," "shrinkwrap," or other licensing terms and conditions included with or accompanying the Program(s).

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Licensee is authorized to install and use the Supporting Programs identified below 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 entitlements are provided within this License Information document. For example, if this Program were licensed on a VPC (Virtual Processor Core) basis and Licensee were to install the Principal Program or a Supporting Program on a 10 VPC machine and another Supporting Program on a second 10 VPC machine, Licensee would be required to obtain 20 VPC entitlements to the Program.

Supporting Programs:

IBM DB2 Standard Edition
IBM Security Verify Directory
IBM Storage Protect
IBM WebSphere Application Server
IBM Content Integrator
IBM System Dashboard for Enterprise Content Management
IBM MQ
IBM Content Navigator
IBM Data Server Driver for JDBC and SQLJ
IBM Daeja ViewONE Virtual
IBM Daeja ViewONE Virtual for Microsoft Office
IBM Watson Explorer Deep Analytics Edition
IBM Daeja ViewONE Professional
IBM Daeja ViewONE Professional Module for Microsoft Office
IBM Daeja ViewONE Professional Permanent Redaction Server Module
IBM Daeja ViewONE Virtual Module for Permanent Redaction
IBM WebSphere Liberty

Prohibited Components

Licensee is not authorized to use any of the following components or functions of the Program:

IBM Tivoli Directory Server Proxy server (of IBM Tivoli Directory Server)
Whitepages Application (of IBM Tivoli Directory Server)
IBM WebSphere eXtreme Scale (of WebSphere Application Server)
MQ Native High Availability (of IBM MQ)
MQ Native High Availability Cross Region Replication (of IBM MQ)
MQ Operator (of IBM MQ)
MQ Advanced Container (pre-built) (of IBM MQ)

Non-Production Limitation

If the Program is designated as "Non-Production", Licensee can only use the Program as part of Licensee's internal development and test environment for internal non-production activities.

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To the extent, if any, in the NOTICES file IBM identifies third party code as "Modifiable Third Party Code," IBM authorizes Licensee to 1) modify the Modifiable Third Party Code and 2) reverse engineer the Program modules that directly interface with the Modifiable Third Party Code provided that it is only for the purpose of debugging Licensee's modifications to such third party code. IBM's service and support obligations, if any, apply only to the unmodified Program.

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- (4) IBM may inform IBM suppliers of compliance verification results relating to such IBM suppliers' components.
- (5) To the extent allowed under applicable law, the Uniform Computer Information Transactions Act ("UCITA") does not apply.

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

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 Processor Value Unit (PVU) licensing for Distributed Software website at https://www.ibm.com/software/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 (if supported) using full capacity licensing, sub-capacity licensing (<https://www.ibm.com/software/passportadvantage/subcaplicensing.html>), or container licensing (<https://www.ibm.com/software/passportadvantage/containerlicenses.html>). See the linked websites for more information.

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.

Virtual Processor Core

Virtual Processor Core is a unit of measure by which the Program can be licensed. A Physical Server is a physical computer that is comprised of processing units, memory, and input/output capabilities and that executes requested procedures, commands, or applications for one or more users or client devices. Where racks, blade enclosures, or other similar equipment is being employed, each separable physical device (for example, a blade or a rack-mounted device) that has the required components is considered itself a separate Physical Server. A Virtual Server is either a virtual computer created by partitioning the resources available to a Physical Server or an unpartitioned Physical Server. A Processor Core is a functional unit within a computing device that interprets and executes instructions. A Processor Core consists of at least one instruction control unit and one or more arithmetic or logic units. A Virtual Processor Core is a Processor Core in an unpartitioned Physical Server, or a virtual core assigned to a Virtual Server. Licensee must obtain entitlements for each Virtual Processor Core made available to the Program.

Licensee can deploy the Program (if supported) using full capacity licensing, sub-capacity licensing (<https://www.ibm.com/software/passportadvantage/subcaplicensing.html>), or container licensing (<https://www.ibm.com/software/passportadvantage/containerlicenses.html>). See the linked websites for more information.

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

1. User Value Unit Conversion Tables

1.1 User Value Unit Licensing based on Authorized Users

1.1.1 The Users for the purposes of UVU calculation are Authorized Users. An Authorized User is a unique person who is 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 entitlement to another person.

Any computing device that requests the execution of or receives for execution a set of commands, procedures, or applications from the Program or that is otherwise managed by the Program is considered a separate User of the Program and requires an entitlement as if that device were a person.

From 1 to 20 Users, 1.00 UVU per User

From 21 to 50 Users, 20 UVUs plus 0.83 UVUs per User above 20

From 51 to 100 Users, 44.9 UVUs plus 0.80 UVUs per User above 50

From 101 to 250 Users, 84.9 UVUs plus 0.76 UVUs per User above 100

From 251 to 500 Users, 198.9 UVUs plus 0.60 UVUs per User above 250

From 501 to 1,000 Users, 348.9 UVUs plus 0.50 UVUs per User above 500

From 1,001 to 5,000 Users, 598.9 UVUs plus 0.47 UVUs per User above 1,000

From 5,001 to 10,000 Users, 2,478.9 UVUs plus 0.40 UVUs per User above 5,000

From 10,001 to 25,000 Users, 4,478.9 UVUs plus 0.36 UVUs per User above 10,000

For more than 25,000 Users, 9,878.9 UVUs plus 0.33 UVUs per User above 25,000

1.2 User Value Unit Licensing based on Employee Users

1.2.1 The Users for the purpose of UVU calculation are Employee Users. An Employee User is a unique person employed in Licensee's Enterprise, whether or not given access to the Program, or a unique person otherwise paid by or acting on behalf of Licensee's Enterprise who is 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 Employee User is unique to that Employee User and may not be shared, nor may it be reassigned other than for the permanent transfer of the entitlement to another person.

Licensee must acquire sufficient UVU entitlements to cover all employees and any other unique persons paid by or acting on behalf of Licensee's Enterprise.

From 1,000 to 2,500 Users, 1.00 UVU per User

From 2,501 to 5,000 Users, 2,500 UVUs plus 0.80 UVUs per User above 2,500

From 5,001 to 10,000 Users, 4,500 UVUs plus 0.70 UVUs per User above 5,000

From 10,001 to 30,000 Users, 8,000 UVUs plus 0.65 UVUs per User above 10,000

From 30,001 to 50,000 Users, 21,000 UVUs plus 0.55 UVUs per User above 30,000

From 50,001 to 100,000 Users, 32,000 UVUs plus 0.50 UVUs per User above 50,000

From 100,001 to 300,000 Users, 57,000 UVUs plus 0.46 UVUs per User above 100,000

From 300,001 to 500,000 Users, 149,000 UVUs plus 0.40 UVUs per User above 300,000

From 500,001 to 1,000,000 Users, 229,000 UVUs plus 0.36 UVUs per User above 500,000

For more than 1,000,000 Users, 409,000 UVUs plus 0.32 UVUs per User above 1,000,000

1.3 User Value Unit Licensing based on Infrequent Users

1.3.1 Any Infrequent Users given access to the Program requires an entitlement. An Infrequent User is an Authorized User who accesses the Program not more than one hundred twenty (120) times in any consecutive 12 month period. A single access is comprised of one or more interactions between the Infrequent User and the Program or actions performed on behalf of the Infrequent User by the Program, all within a consecutive 15 minute period.

Licensee must track accesses by Infrequent Users to verify that they meet the access limitations of Infrequent Users. Provided such tracking mechanism exists, a ratio of ten (10) Infrequent Users will equal one (1) Authorized User for the purpose of UVU calculation. Licensee agrees to provide to IBM and its auditors details of the tracking mechanism described above, upon request.

From 1 to 20 Users, 1.00 UVU per User

From 21 to 50 Users, 20 UVUs plus 0.83 UVUs per User above 20

From 51 to 100 Users, 44.9 UVUs plus 0.80 UVUs per User above 50

From 101 to 250 Users, 84.9 UVUs plus 0.76 UVUs per User above 100

From 251 to 500 Users, 198.9 UVUs plus 0.60 UVUs per User above 250

From 501 to 1,000 Users, 348.9 UVUs plus 0.50 UVUs per User above 500

From 1,001 to 5,000 Users, 598.9 UVUs plus 0.47 UVUs per User above 1,000

From 5,001 to 10,000 Users, 2,478.9 UVUs plus 0.40 UVUs per User above 5,000

From 10,001 to 25,000 Users, 4,478.9 UVUs plus 0.36 UVUs per User above 10,000

For more than 25,000 Users, 9,878.9 UVUs plus 0.33 UVUs per User above 25,000

2. Resource Value Unit Conversion Table

2.1 Resource Value Unit Licensing based on Eligible Participants

2.1.1 The Resource for the purpose of RVU calculation is an Eligible Participant. Each individual or entity eligible to participate in any service delivery program managed or tracked by the Program is an Eligible Participant. Licensee must obtain sufficient entitlements to cover all Eligible Participants.

From 1,000 to 10,000 Resources, 1.00 RVU per Resource

From 10,001 to 50,000 Resources, 10,000 RVUs plus 0.87 RVUs per Resource above 10,000

From 50,001 to 100,000 Resources, 44,800 RVUs plus 0.60 RVUs per Resource above 50,000

From 100,001 to 500,000 Resources, 74,800 RVUs plus 0.25 RVUs per Resource above 100,000

From 500,001 to 1,000,000 Resources, 174,800 RVUs plus 0.20 RVUs per Resource above 500,000

From 1,000,001 to 10,000,000 Resources, 274,800 RVUs plus 0.07 RVUs per Resource above 1,000,000

From 10,000,001 to 25,000,000 Resources, 904,800 RVUs plus 0.04 RVUs per Resource above 10,000,000

From 25,000,001 to 50,000,000 Resources, 1,504,800 RVUs plus 0.03 RVUs per Resource

above 25,000,000

From 50,000,001 to 100,000,000 Resources, 2,254,800 RVUs plus 0.02 RVUs per Resource above 50,000,000

For more than 100,000,000 Resources, 3,254,800 RVUs plus 0.01 RVUs per Resource above 100,000,000

Cumulative Entitlements

UVU based on Authorized User, UVU based on Employee User, and RVU based on Eligible Participant entitlements are not alternative means for licensing the Program. Licensee must obtain: (a) sufficient Authorized User UVU entitlements to cover any Licensee employee (which for the purpose of this paragraph includes any non-employee who is paid by or acting on behalf of Licensee's Enterprise) who is given access to the Program, or sufficient Employee User UVU entitlements to cover all employees whether or not they are given access to the Program; and (b) sufficient Eligible Participant RVU entitlements to cover any non-Employee Users of the Program.

Entitlement Conversion Details

IBM Content Manager Enterprise Edition

- Conversion Entitlement Ratio: 1 VPC / 10 VPC

IBM Content Manager Enterprise Edition for Non-Production

- Conversion Entitlement Ratio: 1 VPC / 5 VPC

"Conversion Entitlement Ratio n/m" means that Licensee can convert some number ('n') entitlements of the indicated metric for the listed program for every specified number ('m') entitlements of the specified metric for the Program. Once converted, Licensee may only use such converted entitlements for the listed program. The specified conversion does not apply to any entitlements for the Program that are not of the required metric type.

Components Used for Establishing Required Processor Value Unit (PVU) Entitlements

When determining the number of entitlements required for Licensee's installation or use of the Program, the installation or use of only the following Program components are taken into consideration. In other words, Licensee may install and use Program components other than those listed below, under the license terms, but only the listed components are used to determine the number of entitlements required for the Program.

Library Server

IBM Content Manager Enterprise Edition Starter Pack (the "CM Starter Pack") Restrictions.

Notwithstanding any other provision of this Agreement, use of CM Starter Pack may not exceed fourteen hundred (1,400) Authorized Users per Establishment. An Establishment is a single physical site, including the surrounding campus and satellite offices located within 50 kilometers, of Licensee's site address.

Additional Supporting Program Details for IBM Db2 Standard Edition

IBM Db2 Standard Edition may use a maximum of 16 processor cores and 128 GB of memory on each physical or virtual server; however, if it is used on a cluster of servers configured to work together using database partitioning or other permitted clustering technology, IBM Db2 Standard Edition may use a maximum of 16 processor cores and 128 GB of memory across all virtual or physical servers in that cluster.

Cumulative Entitlements

UVU based on Authorized User, UVU based on Employee User, and RVU based on Eligible Participant entitlements are not alternative means for licensing the Program. Licensee must obtain: (a) sufficient Authorized User UVU entitlements to cover any Licensee employee (which for the purpose of this paragraph includes any non-employee who is paid by or acting on behalf of Licensee's Enterprise) who is given access to the Program, or sufficient Employee User UVU entitlements to cover all employees whether or not they are given access to the Program; and (b) sufficient Eligible Participant RVU entitlements to cover any non-Employee Users of the Program.

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