# **HCLSoftware**

**HCL Unica+ Licensing Guide** 



# Contents

Chapter 1. License Information Document	3
Chapter 2. Offerings in HCL Unica+ Bundles	7
Chapter 3. What User Needs To Do?	Ç

# Chapter 1. License Information Document

# **Program Name**

HCL Unica+ 25.1.0 / 25.1.0.1

#### **Definitions**

**Licensee**. For the purposes of this License Information Document, Licensee shall also mean Customer, an End User or other holder of an entitlement to which the License Information Document relates.

### **Limited use Right**

As described in the HCL Master License Agreement available at: <a href="https://www.hcltechsw.com/wps/portal/">https://www.hcltechsw.com/wps/portal/</a>
resources/master-agreements or the applicable agreement between HCL and Licensee ("MLA") and this License
Information Document, HCL grants Licensee a limited right to use the Program. This right is limited to the level of Authorized
Use defined in License Metric below or other specified level of use, paid for by Licensee and evidenced by the proof of
entitlement. Licensee's use may also be subject to other restrictions as prescribed in this License Information Document.

# **Software Development Kit**

If the Program includes a Software Development Kit ("SDK"), the terms and conditions of this paragraph apply solely for the use of the SDK. The SDK may include software, APIs and associated documentation. The SDK is provided solely for Licensee's internal use to develop software that enables the integration of third party software or hardware with the Program, or to develop software that functions with the Program, such as an agent. Licensee's use of the SDK is restricted solely to enhance Licensee's internal use of the Program. No distribution rights of any kind are granted to Licensee regarding the Program. In addition to the limitations on use set forth in the MLA and License Information Document, Licensee may not reproduce, disclose, market, or distribute the SDK or the documentation or any applications containing any executable versions of the SDK to third parties, on the internet, or use such executables in excess of the applicable authorized use limitation. If there is a conflict between the terms of this section and the terms of any other section in MLA and License Information Document, the terms of this section will prevail solely with respect to the use of the SDK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE SDK IS PROVIDED AND LICENSED "AS IS"; WITHOUT ANY WARRANTY OR REPRESENTATION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR REPRESENTATIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR PURPOSE, AS WELL AS ANY EXPRESS WARRANTIES PROVIDED ELSEWHERE IN THIS AGREEMENT. HCL WILL NOT BE LIABLE FOR ANY COSTS OR DAMAGES AND WILL NOT INDEMNIFY OR DEFEND LICENSEE TO THE EXTENT SUCH ACTION IS BASED UPON A CLAIM ARISING FROM SDK.

#### Redistributables

The Program may include third party re-distributable components ("Redistributable Code") which Licensee is authorized to install use and redistribute for its own internal business purposes or where permitted and as relevant, as part and in support of Licensee's application. Such use shall be in accordance with any applicable third party license terms and conditions. When Licensee's right to use the Program expires or terminates and unless otherwise agreed to by the Parties in the MLA, Licensee must discontinue use, destroy or promptly return all copies of the Redistributable Code to HCL.

### **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 License Information document and Agreement, provided however that Licensee may not alter or delete any copyright information or notices contained in the Source Components or Sample Materials. HCL 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.

### **Privacy**

Licensee acknowledges and agrees that HCL may use third party software, cookie and tracking technologies to collect, maintain, process and use analytics data and personal information in gathering product usage statistics and information designed to help improve user experience and/or to tailor interactions with users in accordance with the HCL Privacy Statement, available at: https://www.hcltechsw.com/wps/portal/legal/privacy.

# **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. In the event that Third Party Software is included in the Program(s), such Third Party Software is made available to Licensee in accordance with the licenses for such Third Party Software. Licensee may be required to enter into separate agreements with the third parties for the access to or use of such content. HCL 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.

#### Al included in Third Party Software

If Licensee already possesses a valid license for Third Party Software in the form of artificial intelligence (AI), the use of AI is initiated and managed at the sole discretion of Customer and is subject exclusively to the terms and conditions of the respective third party provider. HCL Software does not control, monitor or assume responsibility for the operation, outputs, or data processing practices of the third party AI. AI is provided strictly in accordance with its Program Requirements and compatibility with third party AI is provided on an "as -is" basis without any warranty, support or performance guarantees.

#### Al features included in the Program: Use of data

To the extent Customer has any right, title, or interest in Input or Output, Customer grants HCL Software and its Affiliates a worldwide, royalty free, irrevocable, sub-licensable, transferable and perpetual license to access, use, process, copy, distribute, perform, export, and display, Input and Output in connection with improving HCL Software AI for the benefit of the Customer. This section shall survive the expiration or termination of the Agreement.

### **HCL Indemnity for IP infringement by Output**

HCL Software's indemnification obligations under the Agreement also apply to allegations that the Output infringes a third party's intellectual property rights. This section does not apply to allegations which arise out of or results from: (1) Customer's creation or use of Output that it knew or should have known was likely infringing, (2) Customer's disregard, disablement, or circumvention of source citations, filters, instructions, or other tools HCL Software makes available to help Customer create or use Output responsibly, (3) Customer's use of infringing Output after receiving notice of an infringement claim from the rightsholder or its authorized agent, (4) Customer's modification of Output, (5) Customer not having the necessary rights to the Customer data utilized by HCL Software AI (including, Customer data used to customize or train HCL Software AI), (6) the claim alleges violation of trademark or related rights based on Customer's use of Output in trade or commerce, or (7) use of HCL Software AI in an unauthorized manner.

# **Program-unique Terms:**

# **Usage Reporting**

No later than thirty (30) days prior to end of each twelve (12) month period during the term of an Order, commencing from the Effective Date, Licensee must submit to HCL Software a usage report identifying the number of this licensed metric either in the form of i) a screen shot of the dashboard in the Program that contains this metric, ii) a complete and encrypted report using the DB script that shall be provided, or iii) integration with the active license management system applicable for this Program. Licensee agrees to send this report "as is" without attempting to make any modifications to it. In the event HCL Software determines that Customer has exceeded its entitlement for the number of this licensed metric in an applicable Order, HCL Software reserves the right to invoice at the applicable rate.

If the Program is enabled for active license management, the Licensee agrees to install and deploy the "License Server" along with the Program. Licensee is expected to keep the License Server online such that the usage can be regularly synced with HCL's licensing platform. In the case where the License Server at the Licensee's premise remains offline or if the usage data cannot automatically be transmitted to HCL's licensing platform, the Licensee agrees to send the encrypted daily usage report once every 6 months to HCL's licensing platform. The daily usage report is available for the Licensee to download from the Program in an encrypted form. Further, Licensee agrees to install hotfixes or fix packs in a timely manner (within 2 months of release) to allow compliance with active license management. Licensee also agrees to mark the correct environment as their production environment as active license management is limited only to the production environment. HCL reserves the right to not provide Support to Licensee that does not comply with the above requirements for active license management.

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

# "Active Customer Profiles"

An Active Customer Profile is a uniquely identified customer or prospect that has had at least one marketing interaction tracked during the duration of an Order. Active Customer Profile count is made available in the dashboard of the User Interface of the Program which displays the cumulative total number of Active Customer Profiles created.

#### "Transaction Record of Event"

A Transaction Record is defined as an incoming record that is ingested into the Program which is analyzed to determine the occurrence of defined Event/s in the Program.

For example, if an event is defined in the Program to analyze ATM cash withdrawals, then every customer's each individual ATM withdrawal transaction that is consumed into Program will count as one (1) Transaction Record of Event. The sum of all such transaction records consumed to analyze the occurrence of all different events defined in the Program will constitute the total count of Transaction Record of Events used by the Program.

#### "ScreenView"

ScreenView is a unit of measurement by which the Program can be licensed. ScreenView entitlements 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 ScreenViews required for Licensee's environment for the specific resources. ScreenView entitlements are specific to the Program and the type of resource and may not be exchanged, interchanged, or aggregated with entitlements of another program or resource.

The number of ScreenViews for any month is the total number captured by the Program in that month. Licensee must obtain sufficient entitlements to cover the average number of ScreenViews in any consecutive twelve (12) month period.

A ScreenView for the purpose of this Program is where the Capture SDK posts a "ScreenView Type" of "LOAD", captured by the Program. Where no Capture SDK posts exist, "pages" will be used instead where a page consists of a request and response pair over http or https captured by the Program.

# Offerings

#### **Unica+ Silver**

Entitles the Licensee up to two hundred and fifty thousand (250,000) Active Customer Profiles per year.

#### **Unica+ Gold**

Entitles the Licensee up to two hundred and fifty thousand (250,000) Active Customer Profiles per year and up to nine million (9,000,000) Transaction Records of Events per year.

#### Unica+ Platinum

Entitles the Licensee up to two hundred and fifty (250,000) Active Customer Profiles per year, up to nine million (9,000,000) Transaction Records of Events per year, and up to seven hundred and fifty thousand (750,000) ScreenView per year.

# Chapter 2. Offerings in HCL Unica+ Bundles

Each Unica+ bundle has a list of offerings.

# **Comparison View of Bundles**

The following table compares the three bundles of Unica+:

	Unica+ Bundles		
Offerings	Silver	Gold	Platinum
Contact Central	As per existing limits.	TBD	As per existing limits.
Deliver - Email	25,000,000 (25 Million)	25,000,000 (25 Million)	25,000,000 (25 Million)
Deliver - Push	25,000,000 (25 Million)	25,000,000 (25 Million)	25,000,000 (25 Million)
Deliver - SMS	As per existing limits	TBD	As per existing limits.
Deliver - WhatsApp	As per existing limits	TBD	As per existing limits.
Deliver - RCS	As per existing limits	TBD	As per existing limits.
Deliver - Litmus	As per existing limits	TBD	As per existing limits.
Deliver - Mail Monitor	As per existing limits	TBD	As per existing limits.
HCL MaxAI - GenAI	\$ 1,000 usable credits	\$ 1,000 usable credits	\$ 1,000 usable credits
HCL MaxAl Workbench	Three models  100,000,000 (100  Million) audience records  300 TPS	<ul> <li>Five models</li> <li>100,000,000 (100 Million) audience records</li> <li>300 TPS</li> </ul>	• 10 models • 100,000,000 (100 Million) audience records • 300 TPS
Journey			
Link Framework	Yes	Yes	Yes
Link - Batch Push Messaging Connector	Yes	Yes	Yes
Link - Facebook Ads Connector	Yes	Yes	Yes
Link - Google Ads Connector	Yes	Yes	Yes
Link - LinkedIn Connector	Yes	Yes	Yes
Link - Mailchimp Connector	Yes	Yes	Yes

	Unica+ Bundles		
Link - Mandrill Connector	Yes	Yes	Yes
Link - Twilio Connector	Yes	Yes	Yes
Link - Twitter Connector	Yes	Yes	Yes
Marketing Central	Marketing Central includes Audience Central, Content Integration, Offer Central, and Segment Central.  • For Audience Central, Content Integration, and Offer Central - As per existing limits.	Marketing Central includes Audience Central, Content Integration, Offer Central, and Segment Central.  • For Audience Central, Content Integration, and Offer Central - As per existing limits.	Marketing Central includes Audience Central, Content Integration, Offer Central, and Segment Central.  • For Audience Central, Content Integration, and Offer Central - As per existing limits.
Plan	As per existing limits.	TBD	As per existing limits.
Real Time Personalization			
Segment Central			
HCL CDP	NA		
HCL Detect	NA		
HCL Discover	NA	NA	

# Chapter 3. What User Needs To Do?

The customer needs to follow below mentioned steps to complete the My HCL Software (MHS) registration process and configure the deployment for HCL Unica+ offerings.

High-level steps involved in the licensing process are as outline in the below table:

Topic	Section	
Register on MHS portal	https://support.hcl-software.com/csm?id=kb_article&syspar m_article=KB0109011	
	https://support.hcl-software.com/csm?id=kb_article&syspar m_article=KB0069114	
Create Deployment	https://help.hcl-software.com/myhclsoftware/topics/introduction.html	
Generate Deployment key		
Map Entitlements		
Download Product Installers and Complete the Installation and Deployment process		