

Additional License Authorizations

For HCLTech Video Headend Manager software product

Products and Suites Covered

Products	E-LTU or E-Media available*	Non-production use category
HCLTech Video Headend Manager	Yes	Production and non-production licenses are available

* Any product sold as E-LTU or E-Media shall be delivered electronically regardless of any contrary designation in a purchase order.

Definitions

Capitalized terms not otherwise defined in this ALA document are defined in the governing agreement.

Term	Definition
E-LTU and E-Media	Means Electronic – License to Use and Electronic–Media. Products, which are electronically delivered only, and as such any reference to FOB Destination or delivery methods that are stated on your purchase order other than electronic shall be null and void with respect to these E-LTU or E-Media products.
Use	Means to install, store, load, execute and display one copy of the software.
Pay As You Grow (or PAYG)	Means a perpetual license scheme based on evolution of a specific usage criterion with pre-defined thresholds. As threshold is reached, the customer is required to purchase additional licenses as part of jointly agreed monitoring process involving HCLTech and customer. Detailed PAYG conditions need to be agreed in the commercial agreement.
Consumption	Means License to Use the Software for a limited period of time with variable capacity, reported in arrears and with potential renewal upon term expiration.
Subscription	Means License to Use the Software for a limited period of time with fixed capacity, reported in advance and with potential renewal upon term expiration.
IPTV	Means Internet Protocol TV – This is the delivery of television contents (linear channels, videos on demand) over Internet Protocol (IP) networks
OTT	Means Over The Top – These are media services offered by a producer directly to viewers via the Internet.
RTNV	Means Right To New Versions – This support option grants the customer to receive any new version of the purchased software
ATSC	Means Advanced Television Systems Committee. It is an American Committee who defines standards for digital television transmission over terrestrial, cable and satellite networks
Broadcasting services	Means linear TV channels or datacasting services

Software Specific License Terms

Software products with software specific license terms are described below.

HCLTech Video Headend Manager

The HCLTech Video Headend Manager (referred as HCLTech VHM in the rest of the document) is a software product designed to address the following use cases:

1. **Headend** - To manage the headend processing chain for IPTV/OTT broadcasting services, allowing the customer to configure, manage and monitor different video applications (as an example, encoders).
2. **Broadcast core** - To configure, manage and monitor all the different applications dedicated to the delivery of the new broadcasting digital standards technologies (like ATSC3.0).

The following table describe each software component in detail, providing the dependencies with the other modules:

Component Name	Function	Dependencies
HCLTech VHM Base	The Base Software License includes the right to use the whole set of features provided by the product. This is a mandatory license and allows the customer to run the solution on a single server. The product will manage either the broadcasting services the customer buy at the time it buys the base license, and those the customer will buy later, with no limitations	
HCLTech VHM High Availability	The is an optional license. It allows the customer to operate HCLTech VHM Base software, as well as any other HCLTech VHM software components belonging to the same VHM Instance to which the HA license is applied, in a high availability, also known as redundant, active/active configuration.	HCLTech VHM Base
HCLTech VHM +1 Function Vendor	This is an optional license. It is needed in case the customer, in the context of the specific project, needs to integrate a new headend or signal broadcasting technology not available on the base software product	HCLTech VHM Base
HCLTech VHM +10 Services T1	This license enables the base software product to manage the desired number of broadcasting services. The minimum mandatory purchase is one pack, to be purchased together with the base software. Additional packs may be added as needed, until the number of managed broadcasting services reaches 200. Broadcasting services may have different qualities (SD/HD/4k) and may be either IPTV or OTT.	HCLTech VHM Base

<p>HCLTech VHM +50 Services T2</p>	<p>This license applies to customers that have reached the 200 broadcasting services threshold and need to grow. The minimum purchase is one pack, Additional packs may be added as needed until the number of managed broadcasting services reaches 500. Broadcasting services may have different qualities (SD/HD/4k) and may be either IPTV or OTT.</p>	<p>HCLTech VHM Base HCLTech VHM +10 Services T1</p>
<p>HCLTech VHM +50 Services T3</p>	<p>This license applies to customers that have reached the 500 broadcasting services threshold, and need to grow. The minimum purchase is one pack. Additional packs may be added as needed. Broadcasting services may have different qualities (SD/HD/4k) and may be either IPTV or OTT.</p>	<p>HCLTech VHM Base HCLTech VHM +10 Services T1 HCLTech VHM +50 Services T2</p>
<p>HCLTech VHM BroadcastCore Portal</p>	<p>This license enables the Broadcast Core Portal to interact with the specific instance of HCLTech VHM. Only one instance of this license per HCLTech VHM instance is required</p>	<p>HCLTech VHM Base</p>
<p>HCLTech SD VHM+10 Services T1</p>	<p>This license enables the HCLTech VHM Broadcast Core Portal module to manage the desired number of broadcasting services. The minimum mandatory purchase is one pack. Additional packs may be added as needed, in line with the purchased number of HCLTech VHM Band 1 (1-200 broadcasting services)</p>	<p>HCLTech VHM Base HCLTech VHM BroadcastCore Portal HCLTech VHM +10 Services T1</p>
<p>HCLTech SD VHM+50 Services T2</p>	<p>This license applies to customers that have reached the 200 broadcasting services threshold and need to grow. The minimum purchase is one pack. Additional packs may be added as needed, in line with the purchased number of HCLTech VHM Band 2 (201-500 broadcasting services)</p>	<p>HCLTech VHM Base HCLTech VHM BroadcastCore Portal HCLTech VHM +50 Services T2</p>
<p>HCLTech SD VHM+50 Services T3</p>	<p>This license applies to customers that have reached the 500 broadcasting services threshold and need to grow. The minimum purchase is one pack. Additional packs may be added as needed, in line with the purchased number of HCLTech VHM Band 3 (500+ broadcasting services)</p>	<p>HCLTech VHM Base HCLTech VHM BroadcastCore Portal HCLTech VHM +50 Services T3</p>
<p>HCLTech VHM Non-Comm</p>	<p>This license allows the customer to install and set up a noncommercial platform to be used for testing purposes only. This license includes all the VHM capabilities with the limit of 20 broadcasting services.</p>	

Licensing HCLTech VHM

Headend use case

The initial configuration to be purchased consists of

- one **HCLTech VHM Base**, plus
- at least one. **HCLTech VHM +10 Services T1**

In case high availability is required, one **HCLTech VHM High Availability** can be added to the initial configuration or purchased separately. Whenever the customer needs to scale up, additional **HCLTech VHM +10 Services T1**, **HCLTech VHM +50 Services T2** and **HCLTech VHM +50 Services T3** should be purchased, considering the tier rules described above. Purchase of extra broadcasting services packs needs to happen as soon as the current limit is reached.

This configuration is valid for the entire controlled headend.

Broadcast core use case

The initial configuration to be purchased consists of

- one **HCLTech VHM Base**, plus
- at least one. **HCLTech VHM +10 Services T1**

In case high availability is required, one **HCLTech VHM High Availability** can be added to the initial configuration or purchased separately. Whenever the customer needs to scale up, additional **HCLTech VHM +10 Services T1**, **HCLTech VHM +50 Services T2** and **HCLTech VHM +50 Services T3** should be purchased, considering the tier rules described above. Purchase of extra broadcasting services packs needs to happen as soon as the current limit is reached.

If the broadcast core portal is required, the following components should be added:

- one **HCLTech VHM BroadcastCore Portal**
- **HCLTech SD VHM+10 Services T1**, **HCLTech SD VHM+50 Services T2**, **HCLTech SD VHM+50 Services T3** in the same number of the equivalent additional HCLTech VHM +10 Services T1, HCLTech VHM +50 Services T2 and HCLTech VHM +50 Services T3 broadcasting services packs.

This configuration is valid for each controlled broadcasting station.

License terms

All HCLTech VHM components can be licensed in three models:

- **Perpetual license.** HCLTech VHM is sold as LTU. The license key will be tied to the Customer Name. HCLTech VHM licenses may be used for a single legal entity only. Customer may decide the support level to be purchased, by choosing from the below options:
 - HCLTech 9 x 5 Foundation Support (with or without RTNV)
 - HCLTech 24 x 7 Premium Support (with or without RTNV)
- **Subscription license.** In the Subscription license model, HCL Tech VHM can be sold as Limited Term license for 1 year or 3 months. The customer has the option to renew the Term license before expiry. The license is tied to the customer's name and may be used for one legal entity only. Except that the License is sold as Term license valid for 1 year, all the conditions related to Perpetual license in terms of definition of the

components, their usage in Production and Non-Production Environments, restrictions on usage based on the installation etc., as defined in the Perpetual license above shall apply.

HCL Tech 24 x 7 Premium Support with RTNV is included for all the software enabled for the Limited Term of the License purchased.

- **Consumption license.** This license gives the right to use the HCLTech VHM software during a limited period, with a minimal term of 12 months, to be renewed or extended if needed. The consumption fee will be calculated monthly, based on the VHM Software configuration plus the number of broadcast service packs active during the month, and invoicing will occur quarterly in arrears based on the usage. The minimum amount of usage will be **one HCLTech VHM Base** plus one **HCLTech VHM TI**.

Interfering or disabling any software designed to allow HCLTech to monitor consumption will be a material breach of this license. After termination of the consumption contract, the customer has no further rights to use the HCLTech VHM software.

HCLTech 24 x 7 Premium Support with RTNV is included for all the consumption base software purchased.

Additional License Term

- A.** Software may contain open source and/or third-party software and associated specifications that are confidential to, and trade secrets of, such parties. You will not take any action other than to Use it as authorized under the agreement as part of the software products and will not disclose it to third parties
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- B.** You shall install and use the software as authorized in the applicable agreement only as a complete product and may not use portions of such software on a standalone basis separate from the complete software unless expressly authorized in the Supporting Material, specifications or an applicable agreement.
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- C.** Licensee may not use or allow any other person or entity to Use Software or Support for the provision of commercial timesharing, service bureau, managed, outsourcing, ASP, subscription or other broadcasting services to any person or entity without written authorization from HCLTech, pursuant to additional terms and conditions or a separate written agreement for such Use and where applicable license and fees.
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- D.** Licensee agrees that HCLTech may audit relevant books and records (including electronic), devices computers and systems of licensee and its service providers, consultants and contractors (collectively, "Contractors") relating to the Software in order to verify Use of the Software in compliance with the Software license terms ("license Terms"). HCLTech may make copies of any such books and records. HCLTech may conduct the audit itself, or at its option may use an independent third party. Audits may be conducted at any sites of licensee, and its Contractors where copies of the Software are installed, Used or accessed, including remotely. HCLTech will bear its own costs in connection with an audit. HCLTech shall provide at least twenty-one (21) calendar days prior notice of any audit, except when it has reasonable cause to suspect that there is an infringement of its intellectual property rights, in which case only two (2) working days' notice is required. Any audit would be performed during licensee's normal business hours in a manner that minimizes disruption to licensee's business. Licensee and its Contractors shall provide HCLTech and its auditor with all assistance reasonably required in order to carry out the audit. If an audit reveals underpayments, then licensee will pay HCLTech such amounts invoiced by HCLTech based on the prices for the Software license and Support fees specified in the local published HCLTech price list in effect on the date of completion of the audit. If the underpayment exceeds by 5% the prices payable by licensee for the Software and Support during the period covered by the audit, then licensee will also pay the costs reasonably incurred by HCLTech in connection with the audit and seeking compliance with this subsection. HCLTech rights and remedies in this section shall be without prejudice to any additional rights or remedies it may have at law or in equity for licensee's non-compliance with these license Terms. Licensee shall cause its Contractors to agree to, and comply with, the provisions of this section and shall be responsible for their non-compliance.
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- E.** HCLTech offers pre-release versions of its software that might include features or full content that is subject to additional modifications by HCLTech prior to full commercial release. These additional terms and conditions ("Tech Preview Additional Terms") are available at <https://www.hcltech.com/software/licensing> and apply to the licensing and downloading of Software identified as a "Tech Preview Version". These terms are in addition to HCLTech standard End User License Agreement (EULA) or, if applicable, the license terms agreed between HCLTech and you in any agreement with HCLTech you may have related to the production version of the related software.
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