

# Additional License Authorizations

For HCLTech Media Workflow Manager software product

## PRODUCTS AND SUITES COVERED

Products	E-LTU or E-Media available*	Non-production use category
HCLTech Media Workflow 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
<b>Concurrent Job(s)</b>	Means number of Jobs running in parallel on the system
<b>Concurrent User(s)</b>	Means end users who are logged in and accessing the system simultaneously
<b>Consumption</b>	Means right to use the Software for a limited period of time with variable capacity, reported in arrears and with potential renewal upon term expiration.
<b>E-LTU and E-Media</b>	Means 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.
<b>Job</b>	A Job is the unit defined by the workflow engine to identify a specific activity. Typical jobs are transcoding, conforming, proxy creation, asset moving, quality check, archive, restore, publish, hash. There are other jobs specific for EPG data manipulation (import, export, validation, notification).
<b>Live Event</b>	A live event is intended to be the period of time during which the platform is used in production, to support shows, meetings, marketing events, etc.
<b>MWM Instance</b>	Means a logical instance of the HCLTech Media Workflow Manager product. Software components of a given instance of HCLTech Media Workflow Manager may be installed on one or more physical or virtual servers and will be identified as being a part of the single instance by the fact that the components share the same HCLTech Media Workflow Manager database.
<b>RTNV</b>	Means Right To New Version – This is the support option by which the customer is entitled, if purchased, to receive any new major release of the purchased software.
<b>Subscription</b>	Means Right to Use the Software for a limited period of time, with upfront defined fixed capacity and with potential renewal upon term expiration.
<b>Use</b>	Means to install, store, load, execute and display one copy of the software.

## Software Specific License Terms

Software products with software specific license terms are described below.

### HCLTech Media Workflow Manager

The HCLTech Media Workflow Manager (abbreviated as HCLTech MWM in the rest of the document) product consists of a mandatory Base Software configuration, plus one or more additional, optional components.

**HCLTech MWM Base Software.** The Base Software consists of the following six different configurations:

- **HCLTech MWM Light** – It includes up to 5 Concurrent Users accessing the GUI, and up to 5 Concurrent Jobs. It cannot be extended with any optional modules, except for adapters.
- **HCLTech MWM Small** – It includes up to 5 Concurrent Users accessing the GUI, and up to 5 Concurrent Jobs. It can be extended with the other optional modules (see below).
- **HCLTech MWM Large** – It includes up to 20 Concurrent Users accessing the GUI, and up to 20 Concurrent Jobs. It can be extended with the other optional modules (see below).
- **HCLTech MWM Enterprise** – It includes up to 20 Concurrent Users accessing the GUI, and up to 20 Concurrent Jobs. In addition, it includes HCLTech MWM High Availability, HCLTech MWM Resource Management, HCLTech MWM Monitoring & Cost Center.
- **HCLTech MWM Storage** – Includes up to 500TB storage – No limitations on users and jobs – Includes HCLTech MWM High Availability.

**HCLTech MWM BaaS MarketPlace** – This module is specifically designed to orchestrate the activation/deactivation of the HCLTech MWM software deployed on cloud. It requires one of the above **HCLTech MWM Base Software**, properly configured with one or more optional components depending on the customer’s need.

All the above configurations apply on a HCLTech MWM Instance for either virtualized or physical environment. Each HCLTech MWM Instance requires 1 (one) HCLTech MWM License.

**Optional components.** The following table describes the modules and features that can be added to the HCLTech MWM base software.

Component Name	Function	Applies to Base Software	Other Dependencies
<b>HCLTech MWM Additional 20 users</b>	Concurrent Users Expansion licenses can be purchased in conjunction with Base Software License or at a later date in increments of 20 (twenty) Concurrent.	HCLTech MWM Small HCLTech MWM Large HCLTech MWM Enterprise	
<b>HCLTech MWM Additional 20 jobs</b>	Concurrent Users Expansion licenses can be purchased in conjunction with Base Software License or later, in increments of 20 (twenty)	HCLTech MWM Small HCLTech MWM Large HCLTech MWM Enterprise	

	<p>Concurrent Jobs. Typical Jobs are transcoding, conforming, proxy creation, asset moving, quality check, archive, restore, publish, hash. There are other Jobs specific for EPG data manipulation (import, export, validation, notification). From a licensing standpoint, all Job instances are considered for the purpose of verifying whether the concurrent Jobs limits have been reached, except for those related to EPG.</p>		
<b>HCLTech MWM Additional 250TB T1</b>	<p>Additional 250TB of storage Tier 1, up to 2 PB. It can be purchased in conjunction with Base Software License or later.</p>	HCLTech Storage MWM	
<b>HCLTech MWM Additional 250TB T2</b>	<p>Additional 250TB of storage Tier 2, from 2 PB up to 5 PB. It can be purchased in conjunction with Base Software License or later.</p>	HCLTech Storage MWM	
<b>HCLTech MWM Additional 250TB T3</b>	<p>Additional 250TB of storage Tier 3, from 5 PB onward. It can be purchased in conjunction with Base Software License or later.</p>	HCLTech MWM Storage	
<b>HCLTech MWM Resource Management Module</b>	<p>The Resource Management feature enables the management of virtual resources, by granting access to the scheduler interface within MWM. The option can be purchased in conjunction with Base Software License or at a later date, to unlock the resource management features in the MWM interface.</p>	HCLTech MWM Small HCLTech MWM Large HCLTech MWM Enterprise	
<b>HCLTech MWM Monitoring + CC Module</b>	<p>Monitoring &amp; Cost Center Option can be purchased in conjunction with Base Software License or at a later date, to unlock the Monitoring and Cost Center features in the MWM interface.</p>	HCLTech MWM Small HCLTech MWM Large HCLTech MWM Enterprise	
<b>HCLTech MWM HA</b>	<p>This license grants the customer to operate</p>	HCLTech MWM Small HCLTech MWM Large	

	HCLTech MWM Base software, as well as any other HCLTech MWM software components belonging to the same MWM Instance to which the HA license is applied, in a high availability, also known as redundant, active/active configuration.		
<b>HCLTech MWM Transc. Adapt. Inst.</b>	HCLTech MWM interfaces with transcoders by way of specialized web services adaptors. One (1) Transcoder Adaptor instance license is required for each transcoder instance (physical or virtual) the HCLTech MWM system interfaces with	HCLTech MWM Small HCLTech MWM Large HCLTech MWM Enterprise HCLTech MWM Entry HCLTech MWM Storage	
<b>HCLTech MWM Web Serv Ad. Inst.</b>	HCLTech MWM interfaces with external systems by way of specialized web services adaptors. One (1) Web Services Adaptor instance license is required for each instance of an external system that is not a transcoder (physical or virtual) the HCLTech MWM system interfaces with	HCLTech MWM Small HCLTech MWM Large HCLTech MWM Enterprise HCLTech MWM Entry HCLTech MWM Storage	
<b>HCLTech MWM EPG Mgmt Module</b>	It enables the EPG manager features, and allow the customer to manage the EPG for up to 100 channels	HCLTech MWM Small HCLTech MWM Large HCLTech MWM Enterprise	
<b>HCLTech MWM +10 EPG Channels</b>	Each package adds 10 channels	HCLTech MWM Small HCLTech MWM Large HCLTech MWM Enterprise	HCLTech EPG Manager (EPG) Module
<b>HCLTech MWM ANG Mgmt Module</b>	It enables the ANG module features; it includes up to 10.000 subscribers, 10 concurrent collaborators, 10 collaborator’s profile KPIs	HCLTech MWM Small HCLTech MWM Large HCLTech MWM Enterprise	
<b>HCLTech MWM ANG +10K subs</b>	Each package adds 10.000 subscribers	HCLTech MWM Small HCLTech MWM Large HCLTech MWM Enterprise	HCLTech Audience News Gathering (ANG) Module

<b>HCLTech MWM ANG +10 collab</b>	Each adds 10 package collaborators	HCLTech MWM Small HCLTech MWM Large HCLTech MWM Enterprise	HCLTech Audience News Gathering (ANG) Module
<b>HCLTech MWM ANG +10 KPIs</b>	Each package adds 10 KPIs	HCLTech MWM Small HCLTech MWM Large HCLTech MWM Enterprise	HCLTech Audience News Gathering (ANG) Module

**HCLTech MWM Non-Commercial license.** Non-Commercial licenses are meant to be used in testing or development environments. 1 (one) Non-Commercial license is required for 1 (one) testing or development environment. A test environment will typically mirror a production environment (which has a Commercial license). The test environment may only be used for testing and verification of new workflows and new integrations with external systems.

### License types

HCLTech MWM product can be licensed in the following models:

- Perpetual license.** HCLTech MWM is sold as LTU. The license key will be tied to the Customer Name. HCLTech MWM 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:

  - o HCLTech 9 x 5 Foundation Support (with or without RTNV)
  - o HCLTech 24 x 7 Premium Support (with or without RTNV)
- Subscription license.** In the Subscription license model, HCLTech MWM 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. HCLTech 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 MWM software during a limited period, with a minimal term of 1 year, to be renewed or extended if needed.  
The consumption fee will be calculated monthly, based on the purchased MWM software configuration, and invoicing will occur quarterly in arrears based on the usage.

Any configuration of HCLTech MWM can be sold on an hourly basis, when sold in conjunction with the **HCLTech MWM BaaS MarketPlace** module. In this configuration, **HCLTech MWM BaaS MarketPlace** will activate/deactivate HCLTech MWM instances on cloud, depending on the customer’s needs, and will count the number of hours each instance has been active. Even in this case, the consumption fee will be calculated monthly, while and invoicing will occur quarterly in arrears.

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 MWM software.

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

The following table defines the license types applicable to each software component.

<b>SW Component</b>	<b>Available License terms</b>
HCLTech MWM Entry	Perpetual / Consumption
HCLTech MWM Small	Perpetual / Subscription / Consumption
HCLTech MWM Large	Perpetual / Consumption
HCLTech MWM Enterprise	Perpetual / Subscription / Consumption
HCLTech MWM Storage	Perpetual / Consumption
HCLTech MWM BaaS MarketPlace	Perpetual / Consumption
HCLTech MWM Additional 20 users	Perpetual / Subscription / Consumption
HCLTech MWM Additional 20 Jobs	Perpetual / Subscription /Consumption
HCLTech MWM Additional 250 TB Tier 1	Perpetual / Consumption
HCLTech MWM Additional 250 TB Tier 2	Perpetual / Consumption
HCLTech MWM Additional 250 TB Tier 3	Perpetual / Consumption
HCLTech MWM Resource Management Module	Perpetual / Consumption
HCLTech MWM Monitoring & Cost Center Module	Perpetual / Consumption
HCLTech MWM High Availability	Perpetual / Consumption
HCLTech MWM Transcoder Adaptor Instance	Perpetual / Subscription / Consumption
HCLTech MWM Web Services Adaptor Instance	Perpetual / Subscription / Consumption
HCLTech MWM EPG Mgmt Module	Perpetual / Subscription / Consumption
HCLTech MWM +10 EPG Channels	Perpetual / Subscription / Consumption
HCLTech MWM ANG Mgmt Module	Perpetual / Subscription / Consumption
HCLTech MWM ANG +10K subs	Perpetual / Subscription / Consumption
HCLTech MWM ANG +10 collab	Perpetual / Subscription / Consumption
HCLTech MWM ANG +10 KPIs	Perpetual / Subscription / Consumption
HCLTech MWM Non-commercial	Perpetual / Subscription / Consumption

## Additional License Terms

### Term

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- 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. 7
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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 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 sub-section. HCLTech's 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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