

LICENSE INFORMATION DOCUMENT

Program Name:

HCL AppScan Enterprise Server Basic 10.12.x

HCL AppScan Enterprise Server 10.12.x

HCL AppScan Enterprise Reporting Only User 10.12.x

The following terms apply to the use of the Program:

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 HCLSoftware Master License Agreement available at:

<https://www.hcl-software.com/resources/master-agreements>

or the applicable agreement between HCLSoftware and Licensee ("MLA") and this License Information Document, HCLSoftware 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.

Trial Period

For the purposes of HCL AppScan Enterprise 10.12.x (Evaluation), section 3.4 of the MLA shall apply and the trial period of use shall not exceed thirty (30) days unless authorized expressly by HCLSoftware in writing.

Supporting Programs

Supporting programs are additional software provided to Licensee to support the operation and functionality of the Program ("Supporting Programs"). Licensee is authorized to install and use the Supporting Programs listed below in accordance with the license grant in the Master License Agreement, the relevant Order or such other relevant agreement for the Program only. The Supporting Programs may not be used for any other purpose.

A Supporting Program may be subject to the terms of a separate License Information Document (published here: <https://www.hcl-software.com/resources/license-agreements> and those terms, if any, shall also apply to the use of that Supporting Program. In the event of conflict, the terms in this License Information document supersede the terms of the Supporting Program. Sufficient entitlements to the Program must be obtained, as a whole, to cover installation and use of all of the Supporting Programs unless separate entitlements are provided within this License Information document. When Licensee's right to use the Program expires or terminates, Licensee must discontinue use, destroy or promptly return all copies of the Supporting Programs to HCLSoftware or the party from whom the Program was acquired. If use of the Supporting Programs is required beyond the limits of the Proof of Entitlement, please contact a HCLSoftware sales representative or the relevant third party to obtain the appropriate license.

The following are Supporting Programs licensed with the Program:

- IBM WebSphere Application Server

The following restrictions apply to the use of the Supporting Programs:

Notwithstanding any provision in this License Information document, Licensee is permitted to use only the following components or functions of the identified Supporting Program:

- IBM WebSphere eXtreme Scale (of WebSphere Application Server)

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. HCLSoftware 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. HCLSoftware 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 HCLSoftware 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 HCLSoftware Privacy Statement, available at: <https://www.hcl-software.com/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. HCLSoftware 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.

Additional terms applicable to AI features included in the Program:

Third Party AI Services connected by Licensee

The Program includes functionality designed to facilitate Licensee's connection to Microsoft Azure Open AI services via API. Licensee acknowledges that use of such features requires Licensee to maintain its own valid agreement and/or API keys with the respective third-party provider. HCLSoftware is not a party to such third-party agreements. Licensee is solely responsible for ensuring that its Input and use of Output comply with the third-party provider's terms of service and privacy policies. Any data processing performed by the Program to facilitate this connection is subject to the HCLSoftware Data Processing Addendum and HCLSoftware Privacy Statement as applicable.

Use of Licensee Data

To the extent Licensee has any right, title, or interest in Input or Output, Licensee grants HCLSoftware 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 delivering functionality within the Program for the benefit of Licensee and its Affiliates.

PROGRAM-UNIQUE TERMS

Additional License Terms

Multi Product Bundles

The Program may be licensed as part of a multi-program offering (for example, a "suite" or "bundle"). If Licensee acquires the Program as part of such a multi-program offering, the entitlement is for the whole offering as a unit and does not provide separate entitlements or usage rights for the individual programs included in the multi-program offering.

Enterprise Server Basic restriction on connections

HCL AppScan Enterprise Server Basic license key is based on connections which are limited to ten (10 per entitlement). Connections can be calculated in accordance with the requirements set out in the

HCLSoftware knowledge article; https://support.hcl-software.com/csm?id=kb_article&sysparm_article=KB0011441
and any amendment of the content shall be effective upon renewal of an entitlement

Exclusion of Warranty

The Program performs invasive and non-invasive tests on the website and web application Licensee chooses to scan, which testing entails certain risks, including without limitation the following:

- a. Licensee's computer systems may hang or crash, resulting in temporary system unavailability or loss of data;
- b. the performance and throughput of Licensee's systems, as well as the performance and throughput of associated routers and firewalls, may be temporarily degraded during testing;
- c. excessive amounts of log messages may be generated, resulting in excessive log file disk space consumption;
- d. data may be changed or deleted as a result of probing vulnerabilities;
- e. alarms may be triggered by intrusion detection systems;
- f. emails may be triggered by the email function of the web application being tested;
- g. the Program may intercept the traffic of the monitored network for the purpose of looking for events.

HCLSoftware makes no representation or warranty as to the fitness of the program for Licensee's particular website, web application or technical environment. Regardless of other statements made at or before the time of purchase, it is Licensee's responsibility to determine if the program is appropriate or safe for Licensee's website, web application or technical environment. The Program is designed to identify a variety of potential security and compliance issues in web applications and web services. It does not test all vulnerabilities or compliance risks, nor does it act as a barrier to security attacks. HCLSoftware does not represent or warrant that the Program will provide complete security vulnerability or compliance information or that Licensee's web application or web services are secure or compliant. Security threats, regulations and standards continually change, and the Program may not reflect all such changes. The security and compliance of Licensee's website, systems and employees, and any remedial actions, are Licensee's responsibility alone. It is solely within Licensee's discretion to use or not use any of the information provided by the Program. Accordingly, HCLSoftware will not be liable for any actions that Licensee takes or chooses not to take based on the Program.

LICENSEE ACKNOWLEDGES AND ACCEPTS ALL RISKS ASSOCIATED WITH THE USE OF THE PROGRAM.

Licensee's Warranty

Certain laws prohibit any unauthorized attempt to penetrate or access computer systems. Licensee represents and warrants that Licensee shall not use the Program to scan any websites and/or applications other than websites and/or applications owned by Licensee or those that licensee has the right and authority to scan. Licensee will indemnify HCLSoftware in full for Licensee's failure to comply with the terms of this license or applicable laws.

Metrics

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

“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. One (1) Authorized User license will serve only one (1) running instance of the Program. 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.

“Floating User”/“Floating User, Single Install”

A Floating User is a person who is accessing the Program at any particular point in time. An Install is an installed copy of the Program on a physical or virtual machine made available to be executed on a computer. The Program may be installed on any number of computers or servers, but if the Floating User simultaneously accesses more than one (1) Install of the Program, the Floating User requires a separate entitlement for each such Install. Licensee must obtain separate entitlements for each Floating User simultaneously accessing the Program on each Install in any manner directly or indirectly (for example: via running more than one instance of the Program) through any means.