

TIBCO Cloud Computing Environment Licensing Policy

(Effective April 27, 2020)

A. Introduction

Certain Licensor Software is licensed by the Unit type "Processor." This TIBCO Cloud Computing Environment Licensing Policy ("CCEL Policy") describes how to calculate the number of Processor Units which should be licensed when deployed in a Cloud Computing Environment. Any other Unit types shall be counted one for one if moved from on-premise to a Cloud Computing Environment. Any capitalized terms used in this document and not otherwise defined are defined at <https://terms.tibco.com/#definitions>.

B. Administrative License Fee

If this CCEL Policy is incorporated into one of your Agreements with TIBCO, and the Agreement does not contain a specific license grant to deploy the Licensor Software covered by that agreement in a Cloud Computing Environment, then the Licensor Software licensed under that Agreement shall also be governed by the following license grant and additional terms:

- a) Subject to (i) the CCEL Policy and all other license restrictions and limitations contained in the applicable Agreement(s), and (ii) payment of the CCE Administrative License Fee and associated Maintenance (if any) in accordance with the next paragraph, Licensor hereby grants Customer the right to deploy any Licensor Software that it licensed under the License Agreement(s) into a Cloud Computing Environment. Customer shall ensure that any third-party provided Cloud Computing Environment does not grant access to the Licensor Software to any party except for Customer. Customer shall be responsible for monitoring any third-party provider's hosting of Licensor Software, including compliance with the license terms. Customer will be responsible for any violations of the Agreement by a third-party provider.
- b) The CCE Administrative License Fee and the associated first annual Maintenance fee (if any) shall be due on or before the first deployment (the "CCE Deployment Date") of any applicable Licensor Software in a Cloud Computing Environment. Thereafter the associated annual Maintenance fee shall be due on each anniversary of the CCE Deployment Date.
- c) Once such Licensor Software is deployed in a Cloud Computing Environment, even on a temporary basis, the CCE Administrative License Fee and associated Maintenance (if any) shall be due to TIBCO.
- d) The license grant set forth above (a) does not directly or indirectly grant any Number of Units in excess of those set forth in the applicable Agreement(s) or any associated deployment report and (b) is subject to the remainder of this CCEL Policy.

For the sake of clarity, TIBCO's Processor Licensing Policy does not apply to Cloud Computing Environments or to any count of Processors relating to Licensor Software deployed in a Cloud Computing Environment, which Processors shall be counted solely in accordance with the terms of this CCEL Policy.

C. Calculation

In a Cloud Computing Environment, the number of **Processor Units** is calculated as follows:

- a) Count the total number of Virtual Processors in increments of whole numbers. Sum the total number of Virtual Processors across Instances/Virtual Machines that can run the Licensor Software.
- b) If the number of Instances/Virtual Machines can increase dynamically, then Customer must count the maximum Number of Units that could ever run concurrently based on Customer's configuration.
- c) The number of Processor Units needed for the Cloud Computing Environments shall be the sum of the total numbers calculated in sections a. and b. above.

D. Active Enterprise, Project, or Unlimited License

- a) If Customer has an active Enterprise, Project, or Unlimited license grant and wishes to move to a Cloud Computing Environment, it may do so upon payment of the Administrative License Fee and associated Maintenance. At the end of the Enterprise, Project, or Unlimited Term, Customer shall use the methodology contained in this CCEL Policy to calculate the number of Processors deployed in its Cloud Computing Environments.
- b) In all other cases, where Customer does not have an active Enterprise, Project, or Unlimited license and wishes to move to a Cloud Computing Environment, it may do so in accordance with this policy.

E. General

TIBCO reserves the right to amend, modify or rescind section C of this policy if existing technologies are supplemented or replaced by other technology intended to add abstraction layers or otherwise increase the general computing power of a Cloud Computing Environment by permitting additional processes to be run on a Processor (physical or virtual) in excess of those processes contemplated by available technologies as of the date of this CCEL Policy. TIBCO will only rescind section C if amendments or modifications to this policy are unable to achieve the intended one to one relationship between physical Processors and Processors used in Cloud Computing Environments.