Government End User License Agreement

PLEASE READ CAREFULLY: THIS END USER LICENSE AGREEMENT ("EULA") IS PROVIDED PURSUANT TO SECTION 12.212 OF THE FEDERAL ACQUISITION REGULATION (FAR) AND IS APPLICABLE TO TIBCO SOFTWARE OR SERVICES (INDIVIDUALLY AND COLLECTIVELY REFERRED TO AS THE "PRODUCTS") ACQUIRED BY OR ON BEHALF OF UNITED STATES FEDERAL GOVERNMENT DEPARTMENTS, AGENCIES, ADMINISTRATIONS, OR OTHER INSTRUMENTALITIES ("GOVERNMENT" or "GOVERNMENT END USER(S)"), OR BY CONTRACTORS ON BEHALF OF, FOR TRANSFER OR RESALE TO, OR FOR THE BENEFIT OF GOVERNMENT END USERS (COLLECTIVELY, WITH GOVERNMENT END USERS, "GOVERNMENT CUSTOMER"). THIS AGREEMENT SHALL ALSO APPLY TO ANY MAINTENANCE OR CONSULTING SERVICES ("SERVICES") ACQUIRED FROM TIBCO SOFTWARE FEDERAL, INC. ("TSFI") RELATING TO THE PRODUCTS.

The following shall govern End User's use of the Products and Services, except to the extent all or any portion is contrary to applicable Federal law. In the event any provision of this Agreement is contrary to or unenforceable under applicable Federal law, the Federal law shall control.

1. Definitions. Capitalized terms used in the Agreement and not otherwise defined herein are defined in Exhibit A. Licensor" refers to TIBCO Software Federal, Inc. ("TSFI"), a subsidiary corporation of TIBCO Software Inc. ("TIBCO"). "End User" or "Customer" refers to the Government End User acquiring Products or Services pursuant to this Agreement.

2. Applicability. The terms set forth in this EULA represent one component of the Agreement for Licensor's products and services and apply to the commercial arrangements between Licensor and Customer listed below. Additional terms referenced below shall apply.
    a) Products:
        i.   Subscription, Perpetual, or Term license Software
        ii. Cloud Service (Subject to the Cloud Service terms located in Exhibit B)
    b) Services:
        i.   Maintenance (Subject to the Maintenance terms located in Exhibit D)
        ii. Consulting Services (Subject to the Consulting Terms located in Exhibit C)
        iii. Education and Training (Subject to the Training Restrictions and Limitations located in Exhibit F)

3. License and Delivery. To the extent consistent with the provisions of FAR 52.227-19 (Commercial Computer Software License), the following restrictions shall apply to Government End Users. Where a restriction is inconsistent with the provisions of FAR 52.227-19, the FAR provisions shall control and the restriction shall not apply to Government End Users.

    a) Subject to Customer's compliance with the terms of this Agreement, including payment of fees, for any Software delivered to Customer, Licensor grants Customer a limited, non-transferable, non-sublicensable, non-exclusive license to install, run, and use the Number of Units of Software stated in an Order Form in accordance with the Documentation for the Term solely for Customer's internal business purposes. Maintenance, if purchased or provided, is delivered pursuant to the Order Form.
    b) Software does not include multiple Platforms if the Software product is licensed on a Platform specific basis as designated in the Software product name or listed in an Order Form or purchase order.
    c) Unless otherwise permitted under this Agreement and the Documentation, Customer shall not:
        i.   make more copies of the Software than the specified Number of Units stated in an Order Form (except for a reasonable number of copies for archival purposes) or use any unlicensed versions of the Software;
        ii.   use any Software that is not listed in an Order Form even if such unlicensed software is made available to Customer as part of Licensor's general delivery mechanisms;
        iii. provide access to the Software to anyone other than Authorized Users;
        iv.   sublicense, distribute or pledge the Software or any of the rights herein;
        v.   lease, rent or commercially share (including time-share) or use the Software for purposes of providing processing services, including, providing third-party hosting, application integration, application service provider-type services, or service bureau;
        vi.   use or access any embedded or bundled component of Software on a stand-alone basis where such embedded or bundled component is provided to Customer for the sole purpose of enabling the functionality of such Software;
        vii. use Third Party Software except in conjunction with the Licensor Software and subject to the same use rights that it has to the Licensor Software.
        viii. use any third party software, including any open source software, in conjunction with any Software, unless Customer ensures that such use does not cause the Software to become subject to any third party license applicable to such third party software or require the public disclosure or distribution of any Software or the licensing of any Software for Materials or the purpose of making derivative works; and
        ix.   modify, translate, reverse engineer, decrypt, decompile, disassemble, create derivative works based on, or otherwise attempt to discover the Software source code or underlying ideas, techniques or algorithms, provided, however, that Customer may engage in such conduct as is necessary to ensure the interoperability of the Software as required by law. Prior to commencing any de-compilation or reverse engineering, Customer will observe strict obligations of confidentiality and provide Licensor with reasonable advance written notice and the opportunity to assist with or conduct such activity on Customer's behalf and at Customer's expense.
    d) Licensor shall deliver the Software electronically and delivery is deemed complete when such Software is made available to Customer.
        Additional product specific terms are stated at https://terms.tibco.com/#additional-product-specific-terms.

e) Should the Order Form include the Foresight Software the terms stated at https://terms.tibco.com/posts/1452906-supplemental-terms-tibco-foresight apply.

4. Financial Terms. As between TSFI and the Government, interest in connection with this Agreement shall be pursuant to the provisions of FAR 52.212-4(i)(6).

5. Ownership. Licensor and its licensors own all Software, Materials, and Documentation and all derivatives thereof (collectively "Protected Materials"), which are protected by applicable U.S. and international patent, copyright, trademark and trade secret laws. Customer must duplicate unaltered copies of all proprietary notices incorporated in or affixed to any Protected Materials. Except as stated in the Agreement, Customer receives no other rights to use any of Licensor's Marks.

6. Confidentiality. For Government End Users, confidentiality obligations shall be pursuant to the Freedom of Information Act and other applicable Federal law. TIBCO software Products delivered under this Agreement constitute commercial computer software products as defined in the FAR and are delivered with no greater than the rights identified in FAR 52.227-19; data delivered under this Agreement constitutes Limited Rights data, and was developed at private expense, embodies trade secrets, or are commercial or financial and confidential or privileged. Pursuant to FAR 52.227-14(g) (Alternate II, DEC 2007), these data may be reproduced by the Government with the express limitation that they will not, without written permission of TSFI, be used for purposes of manufacture nor disclosed outside the Government.

7. Data Protection and Back-up.
   a) If Customer exposes Licensor to an individual's Protected Data, Licensor will process and store such information pursuant to Licensor's Security Policies, Practices and Processes found at https://terms.tibco.com/#security-guidelines.
   b) Except when Licensor stores Customer data in connection with the delivery of a Cloud Service, Customer is responsible for backing-up its data and under no circumstances is Licensor responsible for the protection, loss, destruction, or maintenance of Customer's data.

8. Indemnity.
   a) For Government End Users, claims that Products infringe any patent, copyright or trade secret shall be subject to the provisions of FAR 52.227-2 and 52.227-3.

9. Warranties. The following Warranty provisions shall apply to Government End Users to the extent permitted by applicable Federal law, including FAR 12.404(b)(2); to the extent that these limitations are not permitted or are unenforceable under applicable Federal law, they shall be of no force or effect for Government End Users.

   a) Licensor warrants that for 90 days following the Delivery Date ("Warranty Period"), the Software, as updated and used in accordance with the Documentation, will operate in all material respects in conformity with the functional specifications described in the Documentation.
   b) Licensor is not responsible for any claimed breach of any warranty caused by:
      i. modifications made to the Licensor Software by anyone other than Licensor;
      ii. the combination, operation or use of the Licensor Software with any items that are not permitted in the Documentation;
      iii. Customer's failure to use any new or corrected versions of the Licensor Software made available by Licensor;
      iv. Licensor's adherence to Customer's specifications or instructions;
      v. Customer deviating from the Licensor Software operating procedures described in the Documentation; or
      vi. Errors caused by customizations.
      Consulting services to correct defects or issues subject to one of the above warranty exclusions may be procured by Licensee under a Work Order pursuant to Licensor's standard time and material charges.
   c) EXCEPT AS STATED ABOVE, LICENSOR, ITS LICENSORS, WEBHOST, DATACENTER AND SUPPLIERS EXPRESSLY DISCLAIM, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING (i) ANY WARRANTY THAT ANY SOFTWARE, MATERIALS OR SERVICES ARE ERROR-FREE, ACCURATE OR RELIABLE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED OR WILL COMPLY WITH ANY LAW, RULE OR REGULATION (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND (iii) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. LICENSOR CANNOT AND DOES NOT GUARANTEE THE PRIVACY, SECURITY OR AUTHENTICITY OF ANY INFORMATION SO TRANSMITTED OVER OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET.

10. Limitation of Liability. FOR GOVERNMENT END USERS, THE FOLLOWING LIMITATIONS OF LIABILITY SHALL APPLY ONLY TO THE EXTENT PERMITTED UNDER APPLICABLE FEDERAL LAW. TO THE EXTENT THAT THESE PROVISIONS ARE INCONSISTENT WITH APPLICABLE FEDERAL LAW, THEY SHALL BE OF NO FORCE OR EFFECT WITH REGARD TO GOVERNMENT END USERS.
    a) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOSS OR UNAVAILABILITY OF OR DAMAGE TO DATA, LOST REVENUE, LOST PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS, DAMAGE TO REPUTATION, BUSINESS INTERRUPTION, DOWNTIME COSTS OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR ANY SIMILAR TYPE OF DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE AGREEMENT, THE USE OR THE INABILITY TO USE THE SOFTWARE, MAINTENANCE OR CONSULTING SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR THE SELECTION OF

THE SOFTWARE AND OTHER PRODUCTS OR SERVICES PROVIDED HEREUNDER TO ACHIEVE CUSTOMER'S INTENDED RESULTS.

b) DISPUTES UNDER THIS AGREEMENT WILL BE GOVERNED IN ACCORDANCE WITH FAR 52.233-1 AND THE CONTRACT DISPUTES ACT OF 1978 (41 U.S.C. 7101-7109).

11. Export. Software, Documentation, Materials, and related technical data are subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations and may be subject to export or import regulations of other countries. Customer shall not export or re-export or provide access to the Software, Documentation, and Materials in any form in violation of any applicable export or import laws of any jurisdiction.

12. Government Use. If the Software, Documentation, Materials and any other Licensor services are being or have been acquired with U.S. Federal Government funds, or Customer is an agency, department, or other entity of the Government the use, duplication, reproduction, release, modification, disclosure, or transfer of the Software or any related documentation of any kind, including technical data, manuals or Materials, is restricted in accordance with Federal Acquisition Regulation 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement 227.7202 for military agencies. The Software, Materials, and any Licensor services are COMMERCIAL ITEMS AS DEFINED BY THE FEDERAL ACQUISITION REGULATION. Use of the Software and Materials by the Government is further restricted according to the Agreement and any amendment hereto.

13. Term and Termination.
   a) Except as otherwise stated below, this Agreement will remain in effect until terminated.
   b) The Term for any Software starts on the Effective Date stated in an Order Form and continues as indicated on the Order Form.
   c) Between TSFI and Government End Users, termination shall be pursuant to FAR 52.212-4(l) (Termination for the Government's convenience) and FAR 52.212(m) (Termination for cause); no other termination rights shall apply. Nothing in the foregoing, however, shall be understood to grant the Government the right to use products or services beyond the term set forth in the applicable Order Form.
   d) Upon termination of this Agreement or an Order Form, Customer must cease using, de-install and permanently delete all of the applicable Software, whether modified or merged into other materials.
   e) Termination of this Agreement or any Order Form does not (i) relieve Customer of its obligation to pay all fees that have accrued or are otherwise owed by Customer under this Agreement.
   f) The parties' rights and obligations under this section and sections entitled "Ownership", "Confidentiality", "Warranties", "Indemnity", "Remedies", "Limitation of Liability", "General Provisions" and those surviving provisions of the Exhibits survive the termination of this Agreement and/or an Order Form.

14. General Provisions.
   a) All notices must be in writing and will be effective if (i) delivered by facsimile, electronic mail, by hand, reliable overnight delivery service, or first-class, pre-paid mail and (ii) sent to the address for the intended recipient stated in an Order Form. Notices should be sent to the other party's general counsel or legal department, unless another recipient is expressly identified.
   b) Licensor may designate any agent or subcontractor to perform such tasks and functions to complete any services covered under this Agreement, provided, however, that Licensor shall remain responsible for performance of its duties under the terms of this Agreement.
   c) A waiver by a party of any breach of any provision of this Agreement will not be construed as waiver of continuing or succeeding breach.
   d) To the extent allowable under FAR 52.249-14, no delay or default in performance of any obligation by either party (except payment obligations) will constitute a breach of the Agreement if caused by force majeure or any other cause which is beyond its reasonable control, including, fires, strikes, accidents, or acts of God.
   e) Except for an assignment, in whole or part, by Licensor to an Affiliate, neither party may assign this Agreement, in whole or in part, and/or any of its rights and/or obligations without the prior written consent of the other party, which will not be unreasonably withheld. Any such attempted assignment is void.
   f) This Agreement is for the benefit of the parties and their successors and permitted assigns, and does not confer any rights or benefits on any third party, including any employee of a party, any client of a party, or any employee of a client of a party. Notwithstanding the above, the parties acknowledge that all rights and benefits afforded to Licensor under this Agreement apply equally to the owner of any Third Party Software, and such third party is an intended third party beneficiary of this Agreement.
   g) For Government End Users, this Agreement shall be governed by applicable Federal law, including but not limited to the Contract Disputes Act of 1978 as amended, with venue in the Federal courts of competent jurisdiction. For other customers, to the extent permitted by law, this Agreement shall be governed by and construed in accordance with the laws of the State of California, United States of America, as if performed wholly within the state and without giving effect to the principles of conflict of law. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act are excluded from application hereto. If any sentence, clause, or other provision of this Agreement is held to be invalid, illegal, or unenforceable under applicable law, including, but not limited to, any limitation of liability, the validity, legality and enforceability of the remaining clauses and provisions are not affected or impaired. The parties shall interpret the affected provision in a manner that renders it enforceable while attempting to closely approximate the intent and the economic effect of the affected provision.
   h) If any terms and conditions of the EULA conflict with the Documentation, then such license requirements or notices pertaining to Third Party Software included with the Software will control. Any conflict between the terms of the Agreement will be resolved in the following order for precedence: (i) Order Form; (ii) Exhibits, (iii) EULA.
   i) The Agreement constitutes the parties' entire agreement relating to its subject matter. It supersedes all prior or contemporaneous communication between the parties relating to its subject matter. No modification to the Agreement will be

binding unless in writing and signed by each party, except in the case of an Order Form where Licensor's acceptance shall be deemed to have occurred on Licensor's initial delivery of products or services under the Order Form. All pre-printed or standard terms of any Customer purchase order or other business processing document shall have no effect.

15. Alpha, Beta, Developer Evaluation, Free Trial and Evaluation License.
    a) In addition to all other applicable terms and conditions, Software provided or accessed for demonstration or evaluation purposes or for alpha or beta testing is subject to the following conditions:
        i. Software may only be used for demonstration, evaluation or alpha or beta testing purposes,
        ii. Customer must stop using the Software upon the earlier of (1) 30 days from the date Customer receives the right to install or access the Software, (2) Customer's receipt of notice of termination from Licensor, or (3) Customer no longer has access to the Software; and
        iii. the Software is provided "AS IS" without Maintenance or any warranties or indemnities.
    b) In addition to all other applicable terms and conditions, Software provided or accessed for Developer evaluation is subject to the following conditions:
        i. Software may only be used for such development evaluation purposes,
        ii. Software must not used or deployed in or on a Production or development environment,
        iii. Customer must stop using the Software upon the earlier of (1) 90 days from the date Customer receives the right to install or access the Software, (2) Customer`s receipt of notice of termination from Customer, or (3) Customer no longer has access to Cloud Service; and
        iv. the Software is provided "AS IS" without Maintenance or any warranties or indemnities.
    c) If Customer is using a free trial version of Software, Licensor may stop providing the Software to Customer or Customer's end users at Licensor's sole discretion without any prior notice, and the Software is provided "AS IS" without Maintenance or any warranties or indemnities.
    d) Notwithstanding anything to the contrary in this Agreement, Software subject to an Alpha, Beta, Developer Evaluation, Free Trial and Evaluation license may be deployed by Customer on AWS, Microsoft Azure, or similar environments.

Exhibit A: Definitions

"Academic Bundle" means a Bundle which is licensed to an accredited education institution solely for educational use, teaching and individual student or faculty non-funded research purposes in Non-Production. Use in Production, or for the purpose of funded research or for any classes offered electronically via the internet or otherwise (i.e.: "on-line" classes) is prohibited. For the purposes of an Academic Bundle, Customer may provide access to the Software products by students who are Named Users, subject to such Named Users agreeing to be bound by terms at least as protective of Licensor as the terms of this Agreement.

"**Agreement**" means the (i) End User License Agreement, (ii) supplemental terms (iii) other documents posted on Licensor's website or other URL which are expressly incorporated therein by reference and (iv) Order Forms.

"Affiliates" means entities, regardless of corporate status, controlled by, controlling or under common control with Licensor or Customer, respectively, or officers, directors, shareholders, employees or agents of any of the foregoing.

"**Application Instance**" means, for TIBCO® Cloud Integration, a single instance of one of the application types that TIBCO Cloud Integration supports, including, but not limited to, Mock, Microflow, and Integration applications. For TIBCO® Cloud Live Apps, an "Application Instance" means a single instance of an application created within the TIBCO Live Apps design-time user interface which also shows a count of the current number of licensed application instances consumed.

"API" means a Web Service requiring separately configured and distinct application services deployed on Licensor's platform ("distinct" in that it requires its own reporting system or configuration, developer access key database, inbound or outbound URL, and/or community site instance, or is served by or under a separate legal entity, company business unit, publishing group, product brand or application.

"API Call" For TIBCO® GeoAnalytics Builder, "API Calls" means a request sent to the TIBCO® GeoAnalytics Builder. Each time a request is sent an API Call is counted.

"API Gateway" means a high performance application programming interface ("API") switch running in one data center with its own configuration and administrative domain but sharing the API call capacity and API analytics service of an exchange.

"**Authorized User**" means Customer's employees, contractors, or consultants who have agreed in writing to be bound by terms at least as protective of Licensor as those in this Agreement.

"**Base Pack**" means, for TIBCO® Nimbus Service, 1 Production Environment of TIBCO® Nimbus Cloud, 5 Author Named User, 20 Contributor Named User and 20GB of storage. For TIBCO® Nimbus, a "Base Pack" means 5 TIBCO® Author Named Users and 20 TIBCO® Contributor Named Users for use in the Customer's Production TIBCO® Nimbus Environment.

"Bundle" means a collection of Software, listed in either Licensor's price book or the Bundle bills of material located at http://www.tibco.com/software/bundle-bill-of-materials.jsp, to be sold together under a collective name such as "XXX Bundle" which consists of X, Y and Z. The Software which comprises a Bundle must be used in accordance with any specific license restrictions imposed in this Agreement and solely in conjunction with the components of the Bundle; provided that a Bundle component may be accessed by or communicate with other Software separately licensed by Customer. In no event may the Software which comprises a Bundle be used on a standalone basis. A "Bundle" is sold at a discount to the cost of licensing the individual components due to the restrictions imposed on the use of the Bundle by this section and any specific license restrictions imposed by this Agreement. If the terms of this Agreement with regard to a Bundle are breached, and such breach is not cured within ten (10) days of Licensor notifying Customer in writing of the breach, Licensor shall be entitled to invoice Customer for the list price of the individual components of the Bundle based upon the manner in which Customer has deployed and is making use of the components. In addition to the foregoing, where Bundle is used as the Unit type, Customer's use is limited to the Number of Units and Unit type for each component which comprises the Bundle, as set forth in the bill of material for such Bundle.

"**CCE Administrative License Fee**" means a one-time license fee to be paid to Licensor to cover its costs to support Customer's use of applicable Licensor Software in one or more Cloud Computing Environments. The administrative license fee shall equal thirty percent (30%) of the cumulative license fees (Perpetual or Subscription fees) paid to Licensor for the Licensor Software under the applicable Agreement, plus an annual Maintenance fee, if applicable, calculated by multiplying the administrative license fee by the Maintenance rate applied to the Licensor Software under the applicable Agreement.

"Cloud Computing Environment" means a virtual, cloud-based networking solution managed / maintained by Customer or by a third-party cloud service provider on behalf of Customer, including Cloud Machine Instances. Use of Licensor Software in a Cloud Computing Environment shall be governed, among other things, by the TIBCO Cloud Computing Environment Licensing Policy (the "CCEL Policy").

"Cloud Service" means a single or Multi tenancy software service available via the internet and is provided pursuant to the Cloud Service Policy that is incorporated herein. Customer's use of the Cloud Service is expressly limited to Authorized Users up to the maximum Number of Units stated in an Order Form. If the Cloud Service requires Customer to download Software to use the Cloud Service, then such Software is licensed to Customer for the same Term as the Cloud Service on a Subscription basis under the Agreement.

"Cloud Services" refer to the Cloud Service definition.

"Cold Standby" means an operational environment into which the licensed Software has been installed, and the software components are not started until the primary node fails.

"Concurrent Users" means the number of Authorized Users that are simultaneously logged in to the Software at any single point in time.

"Confidential Information" means any information disclosed by either party, whether or not marked, including, without limitation, the provisions of the Agreement, the Software, Materials, individual contact information provided by either party or related performance test results derived by Customer, including but not limited to benchmark test results, Protected Data and Output.

"Connected Processor" means any Processor that produces information consumed by the relevant Software product (excluding processors on devices such as routers, switches, proxies, HTTP or application servers configured to substantially pass-through information or messages to Software). For TIBCO Hawk® or any other Software not contained herein, please refer to the Documentation.

"Connection" means any network link or session established with Software, directly or indirectly to any other entity, including but not limited to software, firmware or hardware. For TIBCO Rendezvous® and TIBCO SmartSockets®, "Connection" means any network protocol link established with such Software (directly or indirectly) to any other entity, including but not limited to software, firmware or hardware. For TIBCO ActiveSpaces®, "Connection" means any session established directly or indirectly to a TIBCO ActiveSpaces ® Metaspace cluster instance. For TIBCO DataSynapse Federator™, "Connection" means a web service session established to a TIBCO Silver® Fabric Manager Instance or a TIBCO Silver® Fabric Manager Instance; for TIBCO DataSynapse™ Analytics or TIBCO® Cloud Analytics, a database session established to a TIBCO DataSynapse GridServer® Broker reporting database or TIBCO Silver® Fabric Manager reporting database; and for TIBCO® Data Quality Service Engine Named Application, any link or session established directly or indirectly (through any other middleware application) which calls to a named third party software application. For TIBCO eFTL™, "Connection" means any network protocol link established with such Software (directly or indirectly) to any other entity, including but not limited to software, firmware or hardware. For TIBCO ActiveMatrix BusinessWorks™ Express, "Connection" means a single non-HTTP link or session established directly or indirectly between a TIBCO ActiveMatrix BusinessWorks™ Express operating system process and any other software, including but not limited to: Software, third party software applications, databases, mail servers, file servers, messaging systems and data grids, whether the other software is deployed on-premises or as an internet based computing service. For TIBCO Cloud™ Messaging, "Connection" means any network protocol link established with such Software.

"**Connector**" means a named Suite Component that provides a link to an application or a technology. For TIBCO® Cloud Integration, Connector means the plug-ins available in TIBCO Business Studio – Cloud Edition that are built by TIBCO Software Inc.

"**Consulting Services**" means installation, configuration, training or other professional or support services.
"Consumer Price Index" means (unless otherwise set forth in this Agreement or an Order Form) the United States Department of Labor- Consumer Price Index for All Urban Consumers (CPI-U).

"Contact" means a Customer contact person who interfaces with TIBCO's support personnel.

"Container" means an isolated operating system environment on which the Software is licensed to run, that can be limited in terms of CPU, memory and disk usage as well as network access.

"Core" means, for TIBCO® Jaspersoft only, an individual processor within a CPU.

"CPU" means a chip that contains a collection of one or more cores on which the program is running. Regardless of the number of cores, each chip counts as one (1) CPU. This definition pertains solely to the TIBCO LogLogic Product Line and does not affect, nor is it affected by, the Processor Unit Type or Processor counting policy.

"Customer Application" means the ISV Customer or SaaS Customer software or hardware set forth in an Order Form.

"Data Domain" means for TIBCO® Cloud MDM a set of repositories required to manage data for a common data domain.

"Data Record" means data that is received by Licensor from the Customer, Customer's authorized vendor, Affiliates, or other designees that is populated from information provided by Customer or Shopper as a result of transactions (such as from point-of-sale or e-commerce systems), events (such as a website or kiosk log-in), information associated with custom data attributes as specified by Customer, or responses to Customer's custom questions in the Subscription service.

"Dedicated" means a named Customer contact person who interfaces with TIBCO's support personnel.

"Delivery Date" means (i) for Equipment and Software that is loaded on the Equipment, delivery is when the Equipment is initially delivered to a common carrier of TIBCO's choice; (ii) for physical delivery of Software without Equipment, delivery is the date on which the Software, as contained in a physical media format, is initially delivered to a common carrier of TIBCO's choice, unless stated otherwise; (iii) for Software electronic delivery, the date on which the Software and license keys, if applicable, are initially made available to Customer electronically.

"Developer" means a Named User authorized to use the Software to develop or configure projects, applications, or other software on a computer or on one or more Virtual Machines accessible only by the Developer.

"DevTest" means a License Type for the Software which includes 2 Units of Test and 5 Developers. For the TIBCO BPM Suite, each Unit of DevTest means 1 Pack. For the TIBCO Analytics Suite and its Add-Ons, and for any TIBCO Statistica™ product and for any TIBCO Spotfire® product licensed by Named User, each Unit of DevTest means 1 Developer and/ or 1Named User for Test.

"Documentation" means text material that accompanies an item of Software, as updated by Licensor from time to time, describing how to make use of that software.

"Embedded/Bundled" means Software which embeds or bundles other Software. Use of such embedded or bundled Software is solely to enable the functionality of the Software licensed under this Agreement, and may not be used or accessed by any other Software, or for any other purpose.

"Enterprise" means (unless otherwise set forth in an Order Form) an unlimited Number of Units of the Software, where the Number of Units is identified as Enterprise in the Order Form, to be deployed by Customer until the Enterprise Term Expiration Date set forth in the Order Form, (the "**Enterprise Term**"), at which time, the Number of Units then deployed in Production and Non-Production use by Customer becomes fixed and Customer may not thereafter deploy additional Units. During the Enterprise Term and thereafter, Customer's right to deploy shall not extend to any Extraordinary Corporate Event. Customer hereby agrees to provide Licensor, within sixty (60) days after the end of the Enterprise Term, written notice of the Number of Units deployed at the end of the Enterprise Term by Unit and License Type.

"Environment" means for TIBCO Cloud Bus™, a single TIBCO® Silver Fabric Manager Instance and all of the TIBCO Cloud Bus™ components managed by the TIBCO® Silver Fabric Manager Instance. A TIBCO Cloud Bus™ Environment includes one Non-Production Environment for development and testing purposes and one Production Environment. The Non-Production Environment may not be used for hot standby, disaster recovery or high availability. A TIBCO Cloud Bus™ Enterprise or TIBCO Cloud Bus™Enterprise Plus Production/Non-Production Environment includes one Non-Production Environment for disaster recovery and one Production Environment. For TIBCO® Cloud MDM, "Environment" means a single TIBCO® Silver Fabric Manager Instance and all of the TIBCO® Cloud MDM components managed by the TIBCO Silver Fabric Manager Instance. For TIBCO® Cloud Integration, "Environment" means for TIBCO® Cloud Integration access to the TIBCO® Cloud Integration user interface and is restricted by the number of Application Instances associated for the Environment. For TIBCO Cloud™ Messaging, "Environment" means a single user account which has access to the TIBCO Cloud™ Messaging user interface and is restricted by the number of Connections and Messages associated with the Environment.

"Equipment" means a hardware appliance, obtained from or through Licensor, with Software embedded by Licensor, and which is listed on an Order Form under License Type "Lease" or "Purchase". Equipment shall have the same meaning as Software where Software is or has been used elsewhere in this Agreement. Software embedded in the Equipment is licensed solely to enable the Equipment to function in accordance with its Documentation.

"**Error**" means a material failure of the Licensor Software to conform to its functional specifications described in the Documentation that is reported by Customer to and replicable by Licensor.

"Exchange" means a Cloud Service that includes two (2) fully redundant and fault tolerant Production API Gateway instances, one (1) Non-Production API Gateway, one (1) API Analytics Service and a base capacity of 1,000 API Calls per second. A minimum capacity of 1,000 API Calls per second must be maintained on the redundant gateway upon failure of primary gateway. The aggregate capacity of API Calls must be fault tolerant across all available fault tolerant Production API Gateways.

"**Expenses**" means meals, lodging, travel, and other reasonably necessary out-of-pocket expenses or other project related costs (such as hardware and software, which may be acquired by Licensor on behalf of Customer to support the project implementation, with Customer's prior written approval).

"Extraordinary Corporate Event" means a corporate transaction which results in Customer divesting business operations and related assets to another or new entity, or acquiring, being acquired by, merged, or otherwise combined with another entity or into another entity's legal or corporate structure (including an acquisition of all or substantially all of the assets of another entity) which, prior to the corporate transaction, was not part of the Customer or its legal or corporate structure.

"Fixed Partitioning" means a mechanism for allocating processing resources on a multi-Physical Processor machine, such that the Software is limited to running on a fixed isolated subset of the Physical Processor(s), e.g. physical partitioning and fixed (hard) processor affinity.

"**Flogo Application**" means one or more flows using TIBCO Flogo Enterprise and executed as a binary.

"**Flogo® Edge Application**" means a Flogo application that is compiled to a binary from a language other than the Go language (e.g., using C language or Sketch language).

"**Flogo® Flow** means one or more processes that are part of a Flogo application and that are compiled in Go language and executed as binary.

"GB RAM" means total number of Gigabyte's of Random Access Memory (RAM) on one or more servers where the Software is installed or otherwise accessed by Customer. For the foregoing, server(s) means a physical or virtual computer with measurable amounts of RAM.

"Hosted Services" refer to the Cloud Service definition.

"Hot Standby" means an operational environment into which the licensed Software has been installed, but will not process data or requests. Data from the primary system is mirrored in near real time and both primary and secondary systems have identical data.

"Instance" means the smallest functionally-complete copy of Software. For the avoidance of doubt, the various components of one single Instance may be deployed on a single Server or separately spanning multiple Servers. For TIBCO Rendezvous®, "Instance" means a TIBCO Rendezvous® daemon or a TIBCO Rendezvous® client where each daemon or client is an operating system process with a unique process id. A TIBCO Rendezvous® client is a process linking TIBCO Rendezvous® client libraries. For TIBCO Enterprise Message Service™, "Instance" means a TIBCO Enterprise Message Service™ server or a TIBCO Enterprise Message Service™ client where each server or client is an operating system process with a unique process id. A TIBCO Enterprise Message Service™ client is a process linking TIBCO Enterprise Message Service™ client libraries. For TIBCO Web Messaging, "Instance" means a TIBCO Web Messaging gateway, where each gateway is an operating system process with a unique process id. For TIBCO FTL® Enterprise Edition and TIBCO FTL® Community Edition, "Instance" means a process linking TIBCO FTL® client libraries, where each process is an operating system process with a unique process id. For TIBCO ActiveSpaces®, "Instance" means a TIBCO ActiveSpaces® copyset node or a TIBCO ActiveSpaces® client where each copyset node or client is an operating system process with a unique process id. A TIBCO ActiveSpaces® client is a process linking TIBCO ActiveSpaces® client libraries. For TIBCO Spotfire Cloud Enterprise™

"Instance" is defined as one Production environment with the following components: a single Spotfire Web Player instance running on a machine with 4 Processors and 30 GB Memory, a single Automation Services instance running on a machine with 4 Processors and 30 GB Memory, a single Spotfire Server running on a machine with 1 Processor and 7.5 GB Memory, a single Statistics Services environment running on a machine with 1 Processor and 7.5 GB Memory, 500 GB of Spotfire Library storage, Cloud Managed Services: system provisioning, custom domain configuration, TLS/SSL configuration, VPN data tunneling configuration to the customer data center, monitoring, logging, system back up, security updates, software and version upgrades. For eFTL, an "Instance" is any process linking the non-mobile TIBCO eFTL C/Java/.NET client libraries, where each process is an operating system process with a unique process id. For TIBCO® Messaging – Enterprise Edition Pack, Instance means an operating system process utilizing the TIBCO Enterprise Message Service C/Java/.NET APIs or a Windows/Linux/Mac process utilizing the TIBCO FTL C/Java/.NET APIs or non-mobile TIBCO eFTL C/Java/.NET APIs.

"IoT Device" means a physical device capable of directly connecting to sensors and/or actuators or a remotely located device with network connectivity, limited compute power and storage.

"**ISV Customer**" means a Customer who is an independent software vendor and is designated as an ISV Customer in an Order Form.

"ISV Pack" means a specified number of copies of the TIBCO Jaspersoft Software that Customer has the right to distribute to an End User as part of a Customer Application

"Lease" means the right to use Equipment for the Lease Term.

"**Lease Term**" means a period of one (1) year from the Order Form Effective Date, unless stated otherwise in the Order Form.

"License Type" means the environment(s) in which the Software may be used (including without limitation, Production and/or Non-Production, or Cloud Service.

"Licensor" means the TIBCO Affiliate identified in an Order Form, or otherwise in the Licensor Chart located at http://www.tibco.com/multimedia/purchase-order-guidelines_tcm8-5446.pdf

"Licensor Marks" means Licensor's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features

"Licensor Software" means the object code version (or, in the case of a Cloud Service a machine and or disk image) of the Licensor's product on all supported Platforms then currently available, including Documentation and any subsequent Updates provided under Maintenance. Licensor Software excludes Third Party Software.

"**Maintenance**" means the provision of Updates and technical support services to resolve defects according to problem severity pursuant to current support and severity levels set forth in the Service Level Guide. Unless otherwise stated in an Order Form, Customer is entitled to the lowest support level available from Licensor for the applicable Software.

"Managed Endpoints" means the number of Processors running instances of TIBCO ActiveMatrix BusinessWorks™ or other third party service implementations (e.g. Java or .NET components) that are being managed by TIBCO ActiveMatrix® Policy Manager.

"Materials" means any tangible or intangible information, design, specification, instruction, projectware or data (and any modifications, adaptations, derivative works or enhancements) provided by Licensor during the performance of Consulting Services which incorporates, reinforces or is used to apply Licensor's configuration or implementation methodologies, processes and know-how to Customer's use of the Software, excluding Output.

"Message" means for TIBCO Cloud™ Messaging any inbound or outbound message transmitted through such Software.

"Mobile Instance" means any browser/mobile client using TIBCO eFTL JavaScript, Node.js, Android Java, Go, iOS Objective-C or Windows Mobile .NET client libraries; For TIBCO® Messaging – Enterprise Edition Pack, "Mobile Instance" means any browser/mobile client using the TIBCO eFTL JavaScript, Node.js, Android Java, GoLang, iOS Objective-C or Windows Mobile .NET APIs.

"Module" means Software that is licensed to add functionality or capabilities in conjunction with an underlying Software product and may only be used in conjunction with the relevant underlying Software product. So long as Customer holds a valid license in the underlying Software product, Customer may use a reasonable number of copies of the Module to support the same business as the

underlying Software product, but subject to any applicable site, Project or other business limitations or restrictions applicable to the underlying Software product. Customer's right to utilize Modules shall terminate automatically upon termination of the license in the underlying Software product.

"MSU" means Millions of Service Units per hour, based on the then current MSU rating established by IBM for IBM and IBM compatible hardware which is used for software pricing (not necessarily a direct indication of relative processor capacity) as set forth in IBM's generally available Large System Performance Reference.

"Multi-tenant" means an environment using the same Software and interfaces to configure resources and isolate Customer-specific traffic and data.

"Named Contact" means a named Customer contact person who interfaces with Licensor's support personnel.

"Named User" means an identifiable individual, not necessarily named at the time of a license grant, designated by Customer to access the Software, regardless of whether or not the individual is actively using the Software at any given time. An individual shall only be designated as a Named User on the earlier of a) he or she is authorized by Customer to access the Software or b) once he or she has accessed the Software. In the case of TIBCO Formvine®, identifiable individuals will be counted as Named Users in accordance with the TIBCO Formvine® Software product Documentation. In the case of TIBCO® Nimbus, Named Users account types are further defined in the TIBCO® Nimbus Software Documentation in the section entitled "Summary of User Rights".

"Node" means for TIBCO ActiveSpaces a copyset node or proxy where each copyset node or proxy is an operating system process with a unique process id.

"Non-Production" means a non-operational environment into which the Software may be installed, which is not processing live data, which is not running any operations of the Customer and which has not been deployed to permit any users to access live data. Non-Production environments include development, hot standby, high-availability, and test environments.

"Number of Units" means for each Order Form the entitlement to the Software and for multiple Order Forms, collectively, the cumulative entitlement to each of the Software as designated and/or defined in applicable Order Forms, and including, if applicable, the current number of deployed Units as reported by Customer upon expiration of a Project or Enterprise Term.

"Order Form" means any written order, whether in physical or electronic format, for Software or services, including a Purchase Order, Work Order, statement of work, on-line orders, or other form of an ordering document delivered to or made available to Licensor through a medium or channel approved by Licensor, which is subject to, and incorporates by reference, the Agreement or other terms negotiated by the parties.

"Orders" mean the total number of unique transactions submitted, stored in and counted by the applicable Software product during a period. Unless otherwise agreed, this period shall equal one (1) year from the Effective Date. The number of Orders shall reset to zero on each anniversary of the Effective Date. In no event shall the total number of Orders during a one (1) year period exceed the Number of Units set forth in the Order Form, unless Customer purchases additional Units.

"Output" means Confidential Information of Customer that has been input in the Materials or which is accessed and used as part of, or through Customer's use of the Software, including, but not limited to, data files, images, hyperlinks and written text that Customer or Customer's users, create, transmit, submit or display for Customer's use of the Software.

"Pack" means for TIBCO™ Nimbus Maps, 5x Named Users (Mapper) and 100x Named Users (Team Member); For TIBCO® BPM Suite, "Pack" means 20 Developers and Unlimited Named Users for Test; for TIBCO LiveView™ Add-on for TIBCO BusinessEvents® Enterprise Edition, "Pack" means 5x Named Users (TIBCO LiveView™ Web) and 1 Instance (TIBCO® Live Datamart); for TIBCO® Messaging – Enterprise Edition Pack, "Pack" means either one Instance or 100 Mobile Instances. For TIBCO BusinessWorks™ Enterprise, TIBCO® IOT App Engine (IOTA™), TIBCO Flogo® Enterprise, TIBCO ActiveMatrix BusinessWorks™ Plug-ins, TIBCO Cloud™ Integration, TIBCO Flogo® Connector, TIBCO Integration and TIBCO Data Science - Operations, or any other Software not contained herein, please refer to the Documentation.

"Perpetual" means an on premise license to Software, where Maintenance fees are in addition to the Software license fees and the right to use the Software is for an indefinite period of time, unless applicable law renders a perpetual license invalid, in which case,

"Perpetual" means the right to use the Software for a period of ninety-nine (99) years from the Order Form Effective Date.

"Physical Processor" means the smallest physical electronic circuit which is capable of reading and executing computer programs and providing results as output e.g. a CPU (socket), core, or thread.

"Platform" means for each discrete Software product, the operating system, hardware and/or environments (whether a Cloud Service, virtual or physical), upon which each product is supported, as set forth in its Documentation, or as specifically identified in the Software product name.

"Postal Directory" means a copy of the applicable product installed on a single Server.

"Processor" means a licensing Unit type for the Software, based on the count of Virtual and/or Physical Processors as described in (i) the TIBCO Processor Licensing Policy located at https://terms.tibco.com/#processor-licensing and/or (ii) the TIBCO Cloud Computing Environment Licensing Policy located at https://terms.tibco.com/#ccel-policy.

"Processor Bundle" means the Number of Units as determined by the number of Processors on which the Software licensed as a Bundle is licensed to run.

"ProdPlus" means a License Type for the Software which includes 1 Unit of Production or Hot Standby, 4 Units of Test, 5 Developers, and unlimited number of Units of Warm or Cold Standby. For TIBCO BPM Suite each Unit of ProdPlus includes 1 Named User for Production, 5 Developers and unlimited number of Named Users for Test. For the TIBCO® Analytics Suite and its Add-Ons, and for any TIBCO Statistica™ product licensed by Named User, and for any TIBCO Spotfire® product licensed by Named User, each Unit of ProdPlus includes 1 Named User for use in any environments.

"Production" means an operational environment into which the licensed Software has been installed, which is processing live data and which has been deployed so that the intended users of the environment are able to access the live data.

"Product Lines" means sets of products and services determined by Licensor from time to time that are (a) attributed to a particular Licensor product family, or (b) made available under separate purchase or license models, in the case of either (a) or (b), as set forth in a Licensor product family's then current list price.

"Project" means (unless otherwise set forth in an Order Form) an unlimited Number of Units of the Software, where the Number of Units is identified as Project in the Order Form, to be deployed by Customer until the Project Term Expiration Date set forth in the Order Form, (the "**Project Term**"), at which time, the Number of Units then deployed in Production and Non-Production use by Customer becomes fixed and Customer may not thereafter deploy additional Units. During the Project Term and thereafter, Customer's right to deploy an unlimited Number of Units does not extend beyond the scope of the Project set forth in the Order Form, or to any Extraordinary Corporate Event. Customer hereby agrees to provide Licensor, within sixty (60) days after the end of the Project Term, with written notice of the Number of Units deployed at the end of the Project Term by Unit and License Type.

"Protected Data" means individual personal data to which Licensor is exposed during the provision of services relating to Software products that is protected by various acts, legislation and directives relating to privacy and security requirements for its protection and processing, both in the United States and elsewhere in the world.

"Purchase" means when used in connection with "Equipment", the purchase of the hardware appliance, where Licensor transfers title of the hardware appliance to Customer. The Software is licensed under the terms of this Agreement and not sold. Licensor (or a third party) owns the Software.

"Purchase Order" means any document issued by Customer (other than an Order Form) requesting Software or any Licensor services.

"Read-only User" means an identifiable individual, not necessarily named at the time of license grant and regardless of whether the individual is actively using the Software at any given time, designated by Customer to access the Software for the sole purpose of searching for and viewing data.

"Record" means a unique data item stored in and counted by the applicable Software product. The total number of Records shall in no event exceed the Number of Units set forth in the Order Form, unless Customer purchases additional Units.

"SaaS Customer" means a Customer who provides software as a service to third parties and who is designated as a SaaS Customer

in an Order Form.

"Server" means a single computer performing common services for multiple other machines.

"Service Levels Guide" means the document describing the support and severity levels located at https://terms.tibco.com/posts/848144-service-levels-guide.

"Shopper" means a Customer's customer such as a named program member, a named non-member, or anonymous non-member.

"Site" means the number of copies of the Software licensed for use at the physical location of the Customer entity signing an Order Form or as otherwise specifically designated as the site location in an Order Form.

"Software" means collectively Licensor Software and Third Party Software.

"Software Services" refer to the Cloud Service definition.

"Spare" means a unit of Equipment identified by use of the word "Spare" in its product name, which is kept in storage at the same location as Equipment in productive use. In the event Equipment in productive use becomes inoperable, Customer may set up and configure a Spare for productive use, until the original Equipment becomes operational again, but in no event for a period greater than three (3) months, without first obtaining Licensor's written consent.

"Specialty Processor" means a special purpose processor installed and enabled on IBM System z hardware, designed to run allowed workloads at the full rated capacity of the Server.

"Subscription" means the license to use the Software stated in an Order Form and identified as Subscription, that includes the right to receive Maintenance and use Updates during the Subscription Term.

"Suite" means a TIBCO Software product that includes Suite Components. Suite Components identified in the Suite readme file may be used with other TIBCO Software products. Components within a Suite Component are deemed Embedded/Bundled within that Suite Component and therefore subject to the applicable restrictions in accordance with the Embedded/Bundled definition.

"Suite Component" means a Software component identified in the respective Suite's readme file. Suite Components provide certain features and functionality which may be dynamically enhanced or deprecated at TIBCO's sole discretion. Specific license and support terms shall apply to Suite Components identified as Cloud Service.

"Suite Processor" means the total number of Processors on which any Suite Component is licensed to run. For TIBCO® Application Integration Suite, Suite Components that are licensed to run on a Suite Processor are - TIBCO ActiveMatrix BusinessWorks™, Standard Connectors, Premium Connectors, and TIBCO Hawk®.

"Supplemental Terms" means additional product or service-specific terms and conditions that are set forth in one or more supplemental terms incorporated by reference in the Terms or the applicable Order Form or the additional license requirements and notices, if any, contained in the Documentation.

"Term" means the duration that the Customer is entitled to use the Software pursuant to an Order Form, including renewal terms if any.

"Term License" means an on premise license to Software with optional Maintenance, where Maintenance fees are in addition to the Software license fees.

"Test" means a shared environment into which Customers can test functionality or develop before deploying to Production.

"Third Party Software" means software owned by a third-party vendor, provided on-premise or as links available in the Cloud Service, including Documentation and Updates (if Maintenance is made available by Licensor for Third Party Software) identified by its company and/or product name, the provision of which by Licensor is made solely as an accommodation to and in lieu of Customer purchasing a license for Third Party Software directly from the third party vendor.

"Trading Partner" means an entity or individual with whom the Customer engages in accordance with this Agreement in electronic commerce by means of Software and, in the case of TIBCO® Fulfillment Provisioning, TIBCO® KxDR and TIBCO Kabira® Software products, an individual with whom Customer engages to provide services, which may include, electronic commerce and or general

service activation and provisioning of wireline and wireless packages for the exchange of data and content.

"Unit" means a license restriction describing the manner in which a copy (or multiple copies) of the Software may be deployed (including, without limitation, Site, Processor, Pack, Named User, Connected Processor, and Processor Source Locked) and is the mechanism used to determine the Number of Units licensed under this Agreement, an Order Form or a purchase order.

"Unlimited" means an unlimited Number of Units of the Licensor Software to be deployed by Customer during the Subscription Term. During the Subscription Term, Customer's right to deploy shall not extend to any Extraordinary Corporate Event.

"**Updates**" means Software bug fixes, enhancements, and upgrades, if and when made generally available by Licensor under Maintenance. Updates may include new or additional Platforms that are deemed (at Licensor's sole discretion) to have no more than a minimum difference in price, features and functionality from previously available Platforms.

"User Record" means a Shopper's record that is populated with data received by Licensor from the Customer, Customer's authorized vendors, Affiliates, or other designees in the Subscription service.

"Virtualized Environment" means an operating system environment where multiple Virtual Machines can run on a single physical machine or cluster, sharing the physical machine resources. In a Virtualized Environment, a Virtual Processor can run on only one Physical Processor at a time.

"Virtual Machine" means a software implementation of a machine that executes programs like a physical machine. An essential characteristic of a Virtual Machine is that the software running inside of the Virtual Machine is limited to the resources and abstractions provided by the Virtual Machine. The processing capacity of a Virtual Machine is measured in Virtual Processors.

"Virtual Processor" means a simulation of a Physical Processor that is serially time-multiplexed across one or more Physical Processors.

"**Warm Standby**" means an operational environment into which the licensed Software has been installed, where the Software components on the secondary system are running but idle, not doing any work such as mirroring, maintaining a heartbeat, etc.

"**Work Order**" means an Order Form under which a Customer acquires Consulting Services from Licensor and which has been signed by Customer.

Exhibit B: Cloud Service Terms

A. These Cloud Service terms apply to the Cloud Service that Licensor provides End User access to in connection with a binding Order Form between Licensor's Distributor and the End User. Pursuant to these terms, Licensor grants End User access to use the Cloud Service listed in the applicable Order Form solely for End User's internal business purposes.

B. End User is responsible for its Authorized Users use of the Cloud Service. End User shall not (a) allow any third party to access or use the Cloud Service, (b) store or transmit infringing, libelous, indecent, harmful or otherwise unlawful or tortious material or malicious code, or store or transmit material in violation of third-party rights (including but not limited to any privacy laws and data protection laws), (c) breach or attempt to breach Licensor's or its third party providers' systems or security related to the provision of the Cloud Service, (d) interfere with or compromise the privacy, security or use of the Cloud Service, (e) cause the Cloud Service to become subject to any third party license applicable to such third party software that requires that any Licensor property or Cloud Service be (i) disclosed or distributed in source code form; (ii) made available free of charge to recipients; or (iii) modifiable without restriction by recipients. End User must promptly notify Licensor if there is a compromise to the security of the Cloud Service.

C. Licensor regularly updates the Cloud Service and reserves the right to discontinue, add and/or substitute functionally equivalent features in the event of product unavailability, end-of-life, or changes to software requirements, including updating any downloadable components, if applicable. Licensor will implement reasonable and appropriate measures designed to secure End User data and Output against accidental or unlawful loss, access or disclosure, provided, however, that such measures are not intended to replace End User's obligation to maintain regular data backups or redundant data archives. Licensor has no obligation to retain End User data or Output after three months of the expiration or termination of the Cloud Service.

D. Notwithstanding any other warranty language to the contrary, and to the extent applicable Federal law, including FAR 12.404(b)(2);, Licensor warrants that during the Term of the Cloud Service as stated in an Order Form (the "Warranty Period"), the Cloud Service, as updated and used in accordance with the Documentation, will operate in all material respects in conformity with the functional specifications described in the Documentation. Licensor shall provide the Cloud Service in accordance with (i) the Documentation and (ii) the Maintenance level applicable to each Cloud Service. The availability of a Cloud Service may be interrupted as a result of (a) planned downtime for Maintenance (b) internet unavailability outside of Licensor's direct control, (c) negligent acts or omissions or willful misconduct by End User or its Authorized Users or End User's end users, or (d) use of equipment by End User not provided or previously approved by Licensor.

E. The Cloud Service may be subject to other limitations, such as limits on disk storage space, number of calls, number of users, or third party terms of use. Any such limitations are specified in the applicable Order Form, Documentation, web- store, or website.

F. The Cloud Service may include Third Party Software or third party links. Licensor is not responsible for any exchange of data or other interaction between End User and a third-party provider in connection with the Cloud Service, including purchase of any product or service. End User acknowledges that Licensor has no control over the Third Party Software or links and that End User's ability to access and use the Third Party Software or links may be limited, suspended, or terminated at any time, for any reason, at the third party service provider's discretion.

G. End User retains copyright and any other rights End User already holds in the Output, and End User is responsible for protecting and enforcing those rights, as appropriate, and Licensor has no obligation to do so on End User's behalf. End User is solely responsible for (and Licensor has no responsibility to End User or to any third party for) the accuracy, quality, integrity, legality, reliability, and intellectual property ownership or right to any Output that End User, Authorized Users, or End User's end users, uses, creates, transmits, submits, or displays while using the Cloud Service and for the consequences of End User's actions, including any loss or damage which Licensor may suffer, by doing so on behalf of End User. Licensor may use any Output solely as required to support End User's use of the Cloud Service.

H. Licensor is not liable for any damages incurred by End User or any third party resulting from misuse of the Cloud Service.

I. If Licensor reasonably determines that End User or any user violates the terms and conditions of this policy or End User's ongoing use presents a security risk that may interfere with the proper continued provision of the Cloud Service or the operation of Licensor's network or systems, then Licensor may (a) remove any content posted or transmitted through the Cloud Service, (b) limit the number of transmissions End User may send or receive through the Cloud Service and the bandwidth End User may use in connection with the Cloud Service, and/or (c) suspend or terminate End User's or any user's access to the Cloud Service. Licensor will provide End User with advance notice if the Cloud Service is limited or suspended pursuant to this policy or the Agreement and use reasonable efforts to re-establish the affected Software Services promptly after Licensor determines, in its reasonable discretion, that the situation giving rise the suspension is cured by End User.

Exhibit C: Consulting Terms

These Supplemental Terms for Consulting Services form a part and are incorporated in the Agreement. Consulting Services available under this Agreement are limited to those defined as Commercial Items in FAR 2.101, Commercial Item definition at (5) and (6).

1. Standard Terms. Customer may procure Consulting Services under a Work Order. Unless otherwise expressly agreed in a Work Order, all Consulting Services will be: (a) performed on a time and materials basis ("T&M") and (b) deemed accepted upon delivery.

2. Daily Rates. Subject to any employment laws applicable to the location in which the Consulting Services are performed which may limit the number of hours in a work day or work week, unless otherwise set out and agreed to in a Work Order, when T&M daily rates are charged, a work day will consist of eight (8) hours for each day provided during regular business hours (8am – 5pm local time, Monday through Friday) where a day is not a Holiday. Daily Rates will be calculated as follows: 1) up to four (4) hours, at fifty percent (50%) of the T&M daily rate, and 2) if more than 4 (four) and up to eight (8) hours per day, one hundred percent (100%) of the T&M daily rate. Each hour over eight (8) hours in a single day will be charged on a pro-rata (the daily rate divided by eight (8) hours to determine the charge per hour). Training services are charged the full daily rate regardless of the number of hours worked. A "Holiday" means a federal, local or bank holiday, which is observed by Licensor or Customer.

3. Prepaid Consulting Services. Unless otherwise agreed in a Work Order, all prepaid Consulting Services (excluding training) must be utilized within six (6) months, except that prepaid Consulting Services for five (5) days or less, or the hourly equivalent of forty (40) hours or less, must be utilized within three (3) months. Any prepaid services not utilized during the six (6) month or three (3) month period, as applicable, shall be forfeited and no refund shall be given.

4. Other Reimbursable Charges. The estimated total fees set out in a Work Order are for labor costs only and do not include meals, lodging, travel and other reasonably necessary out-of-pocket expenses or other project related costs (such as hardware and software, which may be acquired by Licensor to support the project implementation, with Customer's prior written approval) ("Expenses") which will be invoiced to Customer separately. Licensor staff will be entitled to home (or equivalent) visits every weekend.

5. Materials. All Materials shall be owned by and remain the Confidential Information of Licensor (except for Output), including any work product and intellectual property or other rights therein. Upon full payment by Customer of the Consulting Services fees, Licensor hereby grants Customer a non-exclusive, royalty-free, world-wide, non- transferable license to use the Materials (and a reasonable number of copies thereof) solely for Customer's internal business and solely as necessary for use with the Software or Software Services. Materials obtained during Customer's attendance at Licensor's education programs, unless otherwise agreed in an Order Form, are limited to the one copy received by each registered attendee.

(a) Third party software. If Customer uses any third party software, including any open source software, in conjunction with any Materials, Customer must ensure that such use does not cause the Materials to become subject to any third party license applicable to such third party software or require the public disclosure or distribution of any Materials or the licensing of any Materials for the purpose of making derivative works.

(b) In the event Customer is purchasing a training course license as set forth in an Order Form, the content of each such training course shall constitute Materials for the purpose of this Agreement. Subject to Customer's full payment of fees due, Licensor hereby grants to Customer a limited, non-transferable, non-exclusive, license to use, modify, translate, create derivative works, reproduce and distribute Materials solely for Customer's internal business use, provided that the copyright notice and other legends of ownership are reproduced on each copy of such Materials (in whole or in part). All whole or partial copies of the Materials in any form shall be subject to the same terms as the original copy.

6. Change Management. Revisions to the scope of a project or Consulting Services described in a Work Order shall be handled through a change order. Licensor will have no obligation to begin work on any change order that has not been approved and executed by both parties. Once mutually agreed by the parties, a change order becomes part of the Work Order.

7. Performance. Any tasks identified in a Work Order are intended merely to describe the scope of work that may be provided by Licensor. Licensor will provide only those Consulting Services as directed and requested by Customer and only as time allows. Licensor will use commercially reasonable efforts to complete the Consulting Services described in a Work Order and does not guarantee that such Consulting Services will be completed within the allotted hours or days set out in a Work Order or otherwise approved by Customer pursuant to a change order.

8. Requirements. Customer shall (a) provide design documents as required to provide Licensor with the insight needed to support the provision of Consulting Services, (b) provide office space, phones, facilities and network connectivity and computer systems for on-site Licensor personnel or on-site Licensor training, (c) provide timely access to Customer business experts and project team members to identify and resolve business or technical issues, and (d) obtain necessary software licenses for Licensor's software products referenced in a Work Order and any third party licenses for development tools as needed to support the scope of work set out in a Work Order.

9. Limitations and restrictions in connection with prepaid training courses and related services are as set forth at Exhibit F.

10. Warranties and Remedies. Licensor warrants that it shall perform the Consulting Services using reasonable skill and care. Materials are licensed "as is", and are not eligible for Maintenance and Licensor makes no other warranty express, implied or statutory, including

but not limited to all warranties of merchantability or fitness for a particular purpose or no infringement, related to any Materials delivered in connection with the Consulting Services.

Exhibit D- Maintenance Terms

These Maintenance terms are incorporated by reference into the Agreement.

1. During the Maintenance Term, Customer may notify Licensor of a defect via the TIBCO support portal located at https://support.tibco.com/s/.

2. Licensor will use commercially reasonable efforts to resolve defects according to the problem severity as determined by Licensor pursuant to the Service Levels Guide located in Exhibit D.

3. In order to receive Maintenance, Customer shall provide: (a) a detailed problem description; (b) a method for repeatedly reproducing the problem; and (c) reasonably continuous access to a Customer's Contact. If a request for Maintenance reveals that the cause of the problem is not an Error, defect, or malfunction in the unmodified Software, Customer may pay Licensor to fix the problem on a time and materials basis, plus Expenses.

4. Subject to the quantity of Software licensed and payment of any applicable Maintenance fees, Customer may use Updates as replacements for existing copies, whether provided under Maintenance, warranty, or for any other reason by Licensor or its authorized resellers or distributors. Customer's right to use Updates extends to any supported Platform then currently available for each discrete Software under Maintenance.

5. Licensor shall provide Maintenance for a release version of the Software for at least 12 months after a new release version is generally available. Licensor reserves the right to end-of life a particular Software. Licensor shall provide up to 12 months advance written notice prior to retirement of any Software.

6. Licensor reserves the right to make fixes only to the most current version of the relevant Software, and may elect, at its discretion, to make fixes generally available for minor release versions or the latest service pack for a supported version.

7. Licensor does not provide Maintenance for any (a) non-Software, (b) custom configuration, (c) product modification, (d) new products and functionality that Licensor provides for an additional fee, (e) services performed at a Customer site, or (f) Materials.

8. The initial Maintenance Term for Perpetual or Term Licenses is one year, which starts on the Order Form Effective Date. Maintenance will auto-renew for successive one year terms, subject to any termination rights stated in the Agreement. Maintenance for subsequently acquired Software will be prorated to expire with the then-current annual Maintenance Term.

9. Maintenance included with Subscription and Cloud Service products terminates upon the expiration of the Subscription or Cloud Service Term.

10. Customer must purchase the same service level of Maintenance for all quantities of Software products that it has licensed from Licensor or any third party. Each license grant is incremental to all prior license grants and consequently each grant is subject to additional Maintenance, if purchased. Maintenance fees are based on cumulative license fees paid. Licensor may suspend Maintenance upon 10 days written notice to Customer in the event Customer is in breach of this Agreement.

11. Reinstatement of Maintenance is subject to payment of Maintenance fees for (a) any lapsed Maintenance period and (b) the twelve month period starting on the day Maintenance is reinstated.
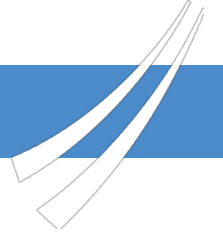
SERVICE LEVELS GUIDE

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Severity Level Definitions

"Severity 1" is an emergency production situation where the Licensor Software is totally inoperable or fails catastrophically and there is no workaround;

"Severity 2" is a detrimental situation (and there is no workaround) where (a) performance degrades substantially under reasonable loads causing a severe impact on use, (b) the Licensor Software is usable but materially incomplete; or (c) one or more mainline functions or commands is inoperable;

"Severity 3" is where the Licensor Software is usable, but does not provide a function in the most convenient manner; and

"Severity 4" is a minor problem or documentation error, which is reasonably correctable by a documentation change or by a future maintenance release from TIBCO.

1   Maintenance Service Levels

1.1   TIBCO® Maintenance Service Levels

MAINTENANCE LEVEL	Updates Only	Bronze (includes Updates)	Silver (includes Updates)	Gold (includes Updates)
Service Hours:	N/A	9am-5pm, Monday-Friday Service hours are based on PST, EST, CST, CET, MST, GMT, GMT+5:30, GMT+8:00, GMT+9:00, DST, AEST time zones. Based on the time zone you are assigned, services hours exclude holidays in the U.S., California, U.K., and Australia.	24 Hours/Day, 7 Days/Week	24 Hours/Day, 7 Days/Week
Initial Response:	N/A	Severity 1 & 2: 4 Business Hours	Severity 1 & 2: 4 Hours	Severity 1: 1 Hour Severity 2: 2 Hours
Target Resolution:	N/A	Severity 1: 48 Hours Severity 2: 5 Days Severity 3: Next Major Release	Severity 1: 48 Hours Severity 2: 5 Days Severity 3: Next Major Release	Severity 1: 36 Hours Severity 2: 3 Days Severity 3: Next Major Release
Authorized Contacts:	N/A	Unlimited	Unlimited	Unlimited
Enterprise Customer Success resources and deliverables	N/A	N/A	N/A	For details refer to: https://www.tibco.com/resources/whitepaper/gold-maintenance-and-enterprise-customer-success

1.2 TIBCO Spotfire® Maintenance Service Levels

MAINTENANCE LEVEL	Bronze term (includes Updates)	Silver (includes Updates)	Gold (includes Updates)
Service Hours:	9am-5pm, Monday-Friday Service Hours are based on CET, UTT/GMT, GMT+5:30, GMT+8:00, GMT+9:00, and EST time zones. Based on the time zone you are assigned, services hours exclude holidays in the U.S., Sweden and Japan.	24 Hours/Day, 7 Days/Week	24 Hours/Day, 7 Days/Week
Initial Response:	Severity 1 & 2: 4 Business Hours	Severity 1 & 2: 4 hours	Severity 1: 1 Hour Severity 2: 2 Hours priority queuing
Target Resolution:	Severity 1: 48 Hours Severity 2: 5 Days Severity 3: Next Major Release	Severity 1: 48 Hours Severity 2: 5 Days Severity 3: Next Major Release	Severity 1: 36 Hours Severity 2: 3 Days Severity 3: Next Major Release
Named Support Contact	No	No	Yes
Number of Contacts:	Unlimited	Unlimited	Unlimited

1.3 TIBCO Loyalty Lab® Maintenance Service Levels for new customers (Beginning Aug 2013)

MAINTENANCE LEVEL	TIBCO Loyalty Lab® JumpStart, TIBCO Loyalty Lab ® Reward, TIBCO Loyalty Lab® Reward Enterprise Plus	TIBCO Loyalty Lab Platinum Support Add-On
Service Hours:	8am-5pm, Monday – Friday Service hours are based on U.S. PST/PDT or CET time zones, based on the time zone you are assigned. Service hours exclude holidays in the U.S. and EMEA.	24 Hours/Day/7 Days/Week
Initial Response:	Severity 1 & 2: 1 Business Day	Severity 1, 2 & 3: 1 Hour
Target Resolution	Severity 1: Temporary fix or work-around, 5 Business Days Permanent fix, Next Scheduled Update Severity 2: Next Major Release Severity 3: Next Major Release	Severity 1: Temporary fix or work-around, 5 business days Permanent fix, Next Scheduled Update Severity 2: Next Major Release Severity 3: Next Major Release
Number of Contacts:	Unlimited	Unlimited
Web & Phone Support	Included	Included

1.4 TIBCO Loyalty Lab® Maintenance Levels for legacy customers (Prior to Aug 2013)

| MAINTENANCE LEVEL	TIBCO Loyalty Lab Reward, TIBCO Loyalty Lab® Reward Enterprise Plus (Updates Only)	TIBCO Loyalty Lab Reward, TIBCO Loyalty Lab® Reward Enterprise Plus (Silver)	TIBCO Loyalty Lab Reward, TIBCO Loyalty Lab® Reward Enterprise Plus (Gold)	TIBCO Loyalty Lab Reward, TIBCO Loyalty Lab® Reward Enterprise Plus (Platinum)
Service Hours:	N/A	24 Hours/Day, 7 Days/Week	24 Hours/Day, 7 Days/Week	24 Hours/Day, 7 Days/Week
Initial Response:	N/A			
Target Resolution:	Severity 1: Next Major Release Severity 2: N/A Severity 3: N/A	Severity 1: Temporary fix or work-around, 5 business days Permanent fix, Next Scheduled Update Severity 2: Next Major Release Severity 3: Next Major Release	Severity 1: Temporary fix or work-around, 48 hours Permanent fix, Next Scheduled Update Severity 2: Temporary fix or work-around, 5 business days Permanent fix, Next Major Release Severity 3: Next Major Release	Severity 1: Temporary fix or work-around, 24 hours Permanent fix, Next Scheduled Update Severity 2: Temporary fix or work-around, 2 business days Permanent fix, Next Major Release Severity 3: Next Major Release
Number of Contacts:	Unlimited	Unlimited	Unlimited	Unlimited
Web Based Support:	Included	Included	Included	Included
Phone Support:	N/A	Included	Included	Included

1.5 tibbr® Support

tibbr Hosted Service Customers are entitled to Maintenance Service for tibbr at the Silver Maintenance Level unless otherwise stated in an Ordering Document, as well as access to the tibbr Support Program irrespective of the service level of Maintenance for any other Licensor Software products which Customer might have licensed and provided that all tibbr Product Line Licensor Software products licensed by Customer are subject to tibbr Support.

1.6 TIBCO Jaspersoft Maintenance

SUPPORT LEVEL	Open Source Standard Support	Professional Standard Support	Professional Premium Support
Service Hours:	Severity 1-4 - 12x5, 6am to 6pm Monday through Friday, Pacific Time, excluding holidays	Severity 1 - 24x5, 6pm Sunday to 6pm Friday, Pacific Time; Severity 2-4 - 24x5, 6pm Sunday to 6pm Friday, Pacific Time, excluding holidays	Severity S1 - 24x7, On-call phone support; Severity S2-S4 - 24x5, 6pm Sunday to 6pm Friday, Pacific Time, excluding holidays
Initial Response (Initial/ Follow-up):	Severity 1: 4 business hours/ 1 business day Severity 2: 4 Business Hours/ 1 business day Severity 3: 4 Business Hours/ 1 business day Severity 4: 4 Business Hours/ 1 business day	Severity 1: 4 business hours/ 1 business day Severity 2: 4 Business Hours/ 1 business day Severity 3: 4 Business Hours/ 2 business day Severity 4: 4 Business Hours/ 5 business day	Severity 1: 1 hour/ 4 hours Severity 2: 2 Business Hours/ 1 business day Severity 3: 4 Business Hours/ 2 business day Severity 4: 4 Business Hours/ 5 business day
Target Resolution:			
Support Channel	Email	Web, email, phone	Web, email, phone
Number of incidents	3 or 6 within a year	12 per year	Unlimited
Named Support Contact	No	No	Yes
Number of Contacts:	1	2	3

- Jaspersoft reserves the right to use any resolution delivery method ("Resolution") available to resolve an issue. Resolution of any issue(s) which Jaspersoft provides in the form of a release of Jaspersoft Software will address issue(s) only with respect to the most current release of the Jaspersoft Software and, in Jaspersoft's sole discretion, the most recent previous sequential release.
- For the purposes of Jaspersoft Support, "Support Contact" means the named Customer contact person who will interface with Jaspersoft's technical support personnel regarding the Jaspersoft Software and who is responsible for the overall internal support of Customer's use of the Jaspersoft Software. One Support Contact shall be designated the Principal Support Contact. The maximum number of Support Contacts that the customer may designate shall be determined in accordance with the Support Option purchased by Customer, as indicated in the Order Form.
- Jaspersoft shall use commercially reasonable efforts to provide Forum-level support. The Forums do not provide issue tracking or guaranteed response. Any priority issues shall be submitted by telephone, email, or customer portal case submission feature. "Forums" means the Jaspersoft-moderated discussion boards available through the Customer Portal. "Customer Portal" means the commercial-community web site(s) through which Jaspersoft provides services hereunder.
- Jaspersoft will use continuous efforts during Hours of Operation to provide a Resolution for any Severity 1 issue. Jaspersoft will escalate unresolved Issues to the appropriate level in its corporate organization in accordance with the following time frames (elapsed time begins at customer notification that the request has been received by Jaspersoft. Escalation times are contingent upon Customer's technical staff availability and will only accrue during efforts made by Jaspersoft within its Hours of Operation):

ESCALATION GUIDELINES FOR ERRORS			
Elapsed Time	**Severity Level 1**	**Severity Level 2**	**Severity Level 3 or 4**
> 4 hours	Director of Technical Support		
> 5 days	VP Sales VP Engineering	Director of Technical Support	
> 10 days (with escalation request)	CEO	VP Sales VP Engineering	Director of Technical Support
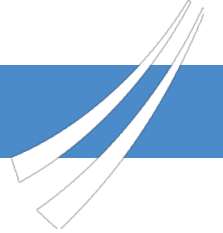
1.7 Open Source Project Support

Open Source Project Support is only offered by TIBCO for specific open source projects. If available, support is limited to the documented features of the projects.

Errors, defects, malfunctions, or potential enhancements identified by TIBCO customers and logged through TIBCO Support will receive priority treatment when TIBCO Engineering schedules future releases. Open source project updates including fixes will be delivered through the open source project web site.

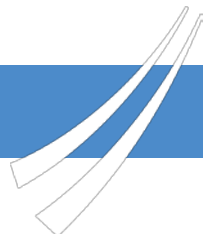| OPEN SOURCE PROJECT SUPPORT LEVEL	Basic	Premium
Service Hours	9am-5pm, Monday-Friday Service hours are based on PST, EST, CST, CET, MST, GMT, GMT+5:30, GMT+8:00, GMT+9:00, DST, AEST time zones. Based on the time zone you are assigned, services hours exclude holidays in the U.S., California, U.K., and Australia.	24 hours a day, 7 days a week
Initial Response	Severity 1 & 2: 4 Hours	Severity 1 & 2: 4 Hours
Authorized Contacts	Unlimited	Unlimited

1.7.1 Project Flogo

Project Flogo is an Open Source Framework for IoT Edge Apps & Integration that is licensed under a BSD-style license. This is both available on and supported via it's GitHub Repository at https://github.com/TIBCOSoftware/flogo. Support for this project is available through the community and users can report GitHub issues using any of the Flogo repositories.

TIBCO® IOT App Engine (IOTA™) is the commercially supported enterprise offering based on Project Flogo. This allows users to leverage the capabilities provided by Project Flogo and apply to Industrial IoT (Internet of Things) and application integration use-cases both in the edge and in the cloud. With it's ultra-lightweight application framework and open contribution model for extensions, this product allows customers to build logical flows that are capable of running on a broad set of devices and in cloud environments. Support for this product is available via the standard support.tibco.com TIBCO Support channel.

1.8 TIBCO Desktop Support

TIBCO Desktop Support	
Service Hours	Support is provided during customer's normal business hours (i.e. 9 AM to 5 PM Monday to Friday in customer's time zone) Service Hours are based on CET, UTT/GMT, GMT+5:30, GMT+8:00, GMT+9:00, and EST time zones. Based on the time zone you are assigned, services hours exclude holidays in the U.S., Sweden and Japan
Initial Response	All severity levels, 1 business day
Version Supported	Most current generally available
Updates	Included

1.9   Mashery Service Levels

The Mashery Service Levels are located at https://terms.tibco.com/posts/1145198-tibco-mashery-service-levels-guide

2   Software Services Uptime

2.1   General Availability

Availability

The Software Services will be generally available 99% of the time, except as otherwise provided below. General availability will be calculated per calendar quarter, as follows:

$$\left[\left(\frac{total - nonexcluded - excluded}{total - excluded}\right) * 100\right] \geq 99.9\%$$

The following definitions apply for the purposes of calculating availability:
"Total" means the total number of minutes for the quarter.
"Non-excluded" means downtime that is not Excluded. "Excluded" means (i) any planned downtime for which Licensor gives no less than four (4) hours' notice, (ii) any unavailability of the Software Services caused by circumstances beyond Licensor's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, internet service or third party hosting provider failures or delays, and (iii) any transient downtime for less than ten (10) minutes.
For TIBCO Cloud Integration, The Software Services will be generally available 99.9% of the time. General availability will be calculated per month by subtracting from 100% the non –excluded downtime.

Enhanced SLA

In the event that Licensee has purchased the Enhanced SLA, as stated in Licensee's Order Form for the Software Services, then the uptime percentage shall be 99.7% instead of 99% on a quarterly basis.

For any partial calendar quarter during which Licensee subscribes to the Software Services, availability will be calculated based on the entire calendar quarter, not just the portion for which Licensee subscribed.

Planned Downtime Schedule

Licensor will use commercially reasonable efforts to schedule all planned downtime during the hours from 9:00 p.m. to 3:00 a.m. 7 days a week U.S. Pacific Time (or equivalent local time for location where the Software Services are hosted).). Planned downtime typically occurs on the 1st and 3rd Monday of every month.

In the event that downtime is necessary outside of the normally scheduled times, Licensor shall notify the Licensee as soon as is practicable and this shall be counted as excluded down time. Licensor shall use reasonable means to avoid such unscheduled downtime.

For TIBCO Cloud Integration Planned downtime typically occurs once a month on a Tuesday. During the planned downtime, unless otherwise specified, the web interface will be inaccessible but deployed applications will remain operational.

Emergency Downtime

Emergency downtime occurs outside of the Planned Downtime Schedule. Licensor will use commercially reasonable efforts to give no less than 1 hours' notice prior to initiating Emergency Downtime

Platform Outage

The Software Services may occasionally experience "hard outages" due to Internet disruptions that are out of Licensor or its' supplier's control. A "Hard Outage" means Non-excluded unavailability of the Software Services for a period of 10 minutes or greater in duration.

3 TIBCO® Cloud Service Support levels

SUPPORT LEVEL	Standard Support		Premium Support
Service Hours:	Mon-Fri 9am-5pm support in one (1) time zone per customer. Customer's time zone is based upon customer's primary business location and is assigned by TIBCO. Available time zones: PST, EST, CST, CET, MST, GMT, GMT+5:30, GMT+8:00, GMT+9:00, DST, AEST. Based upon the time zone Customer is assigned, service hours exclude holidays in the U.S., California, U.K., A.P.A.C and Japan.		Mon-Fri 9am-5pm support in customer time zone (24 x 7 for severity 1 and 2). Customer's time zone is based upon customer's primary business location and is assigned by TIBCO. Available time zones: PST, EST, CST, CET, MST, GMT, GMT+5:30, GMT+8:00, GMT+9:00, DST, AEST. Based upon the time zone Customer is assigned, service hours exclude holidays in the U.S., California, U.K., A.P.A.C and Japan.
Initial Response	Severity 1& 2: 4 Business Hours		Severity 1 & 2: 4 Hours
Support Channel	Web, phone (located at http://support.tibco.com)		Web, phone (located at http://support.tibco.com)
Number of Service Requests per year	10	TIBCO® Cloud Integration: 25	Unlimited
Number of Contacts:	N/A	TIBCO® Cloud Integration:1	1

- Online User Guide, reference materials, tutorials, and webinars available for standard and premium support levels.
- Unlimited SRs for TIBCO® Spotfire Cloud Enterprise user regardless of support level.
- Customer must purchase the same service level of TIBCO Cloud Service for all TIBCO Services subject to the TIBCO Cloud Services Program
- Premium Support: Customer to provide TIBCO with dedicated point of contact that will be available until issue is resolved.

  - For TIBCO® Cloud Integration Only:
  - TIBCO will notify Customers for either Planned or Emergency Downtime for TIBCO Cloud Integration using the TIBCO Community (https://community.tibco.com/wiki/tibco-cloud-integration-system-maintenance)

  - Data traffic:
  - The data traffic from and to the TIBCO Cloud Integration Service is governed by a "fair usage policy". TIBCO retains the right to retroactively bill Customer for violation of the fair usage of the Service. Fair usage of the TIBCO Cloud Integration Service is defined as not exceeding more than 3 (three) times the average amount of data of all customers combined.

  - Customer Load Tests:
  - If Customer requires a load test using the TIBCO® Cloud Integration Service's based system, Customer must contact TIBCO® support via the means identified above (see paragraph 1(d)) at least 10 business days in advance of such load test. TIBCO® may reject the scheduling of the load test based on the details of the test, as well as availability of resources.
  - TIBCO®, at its discretion, may require Customer to perform load tests in non-production infrastructure and will inform Customer of required service changes which must be made in Customer's system, if any.
  - Load tests that exceed the fair usage policies of traffic volumes may require a formal professional services engagement and one time usage fees.

  - For TIBCO Cloud Integration the total number of uptime minutes will be measured as the time that processes are able to be executed in the applications deployed to TIBCO Cloud Integration.

Software	Standard Service	Premium Service
TIBCO Cloud Bus™	Included	Available
TIBCO® Cloud API Exchange	Included	Included
TIBCO® Cloud MDM	Included	Available
TIBO® Clarity - Cloud Edition	Included	Available
TIBCO Spotfire® Cloud Enterprise	Included	N/A
TIBCO Spotfire® Cloud Work Group	N/A	N/A
TIBCO® Cloud Compute Grid	Included	Available
TIBCO Cloud Bus™ Enterprise	Included	Included
TIBCO Cloud Bus™ Enterprise Plus	Included	Included
TIBCO® Cloud Integration	Included	Available
TIBCO® Cloud Messaging	Available	Available

For Cloud Service as a Subscription

TIBCO® Cloud Integration Subscription deployment/use type	Standard	Premium
On premise	Bronze	Silver
Software Services	Standard	Premium

Exhibit F- TRAINING RESTRICTIONS AND LIMITATIONS

"TIBCO" as used in the following shall mean TIBCO Software Inc. and its affiliate and subsidiary companies. These Training Restrictions and Limitations are in addition to the policies set forth in the TIBCO Educational Services Terms and Conditions located at https://www.tibco.com/services/education/training-restrictions-limitations.

Instructor Travel
1.1 Instructor travel arrangements will be handled by TIBCO's Travel Department only. Travel arrangements will be made following receipt of a Work Order, an Order Form, or other ordering document (as applicable and defined in your agreement with TIBCO, collectively "Ordering Document").

1.2 The total fees set out in an Ordering Document are for labor costs only and do not include meals, lodging, and travel ("Expenses"). Unless otherwise expressly agreed in an Ordering Document, Expenses will be invoiced to and paid by Customer separately subject to the Agreement. No Customer expense policy will control the reimbursement of Expenses incurred and invoiced by Licensor in connection with the training Consulting Services.

Method of Payment
2.1 All training Consulting Services must be prepaid. Payment must be received ten business days prior to the start of a course to reserve the dates, to confirm travel arrangement and, if applicable, to ship Materials. Payment must be in the form of a check, credit card (American Express, Visa or MasterCard), prepaid training funds, purchase order, or wire transfer. Exchange rates for international transactions are based on the weekly average rate for the first week of the current calendar month.

Cancellation and Rescheduling
3.1 Customer will be fully charged (100%) of the training course fees if cancellation, or a request to reschedule, is NOT received by TIBCO in writing at least ten (10) business days in advance of the training course. If training is cancelled by TIBCO, TIBCO will either: (1) fully refund the money at Customer request or, (2) reschedule the training based on the next available date (or if Dedicated Private Instructor-led Training, as mutually agreed upon by both parties). In the event that Customer reschedules Dedicated Private Instructor-led Training, Customer will be responsible for any change fees or additional expenses incurred as a result. Customer may not cancel TIBCO Academy subscriptions. Customer may transfer an active TIBCO Academy subscription one time to another customer in the same company. TIBCO shall not be held responsible for any cancellation, postponement or unexpected delay due to factors or circumstances beyond its control.

Dedicated Private Instructor-led Training
4.1 Customer Provided Laptops. Customer will be responsible for any loss or damage to the provided laptops, and agree that laptops provided will remain in the same training room throughout the duration of the training. Customer will ensure the provided laptops meet all of the requirements and specifications provided by TIBCO's Education department for the training. In cases where laptops are not functional, Customer can immediately provide replacement machines, or affected students will need to share with students on remaining functional machines. The TIBCO instructor will not delay the start of the training course. However, if more than half of the machines are not functional, TIBCO reserves the right to cancel the training. In the event of such cancellation, time and expenses incurred by the TIBCO instructor while on-site, shall be invoiced and are immediately due and payable.

4.2 TIBCO Provided Laptops. There is a per hour set-up fee, with a minimum of three (3) hours for each on-site training course, in order to cover the time associated with set up and configuration of laptops and/or equipment. In cases where TIBCO will be loaning the laptops necessary for the training, arrangements for the receipt and return of TIBCO laptops by Federal Express (or an equivalent courier service as designated by TIBCO), will be at Customer expense, and will be confirmed by TIBCO in advance of the training course. TIBCO specifically retains all ownership of, and all interest in, the laptops. Customer is required to provide a secure location for the laptops and will be responsible for all laptops provided and any loss or damage thereto. Laptops must remain in the same training room for the duration of the training and cannot be moved. Time is of the essence for return of laptops as TIBCO does rely on using the same laptops for other engagements. If the laptops are not returned by Customer, or not accessible for pick up by courier as arranged by TIBCO, then Customer will be liable for a rental fee at a rate of $500USD per day (equivalent amount in local currency, based on the prevailing exchange rate), until such time as TIBCO has the laptops in its care, custody, or control. Notwithstanding the foregoing, if Customer fails to return one or more laptops after thirty (30) days following completion of the training event, Customer will be liable for TIBCO's cost of replacement, in addition to any other fees or charges as permitted by law, in accordance with the terms of Customer's agreement with TIBCO.

4.3 Class Size. Dedicated Private Instructor-led training class size is limited to 12 students. If more than 12 students are in attendance an additional fee of $600 USD per person per day (or equivalent amount in local currency, based on the prevailing exchange rate) will be charged, based on actual attendance reflected in the class roster.

Prepaid Training Account Program

5.1 Prepaid Training Consulting Services must be utilized within one (1) year from date of purchase: Any Prepaid Training not utilized during this period shall be forfeited and no refund shall be given.

5.2 Funds from Prepaid training accounts can only be applied towards training offered in connection with TIBCO products. Prepaid training accounts cannot be used towards Expenses, or be combined with other promotional offers, discounts, or partner discounts and are non-transferable and non-assignable. Prepaid training accounts purchased based on APJ discount rates may only be utilized in the corresponding country or region purchased; prepaid training accounts purchased based on rates for the Americas and EMEA may be utilized globally.

Additional Forms
6.1 A Classroom Set-Up Requirement Checklist or a Contact Information sheet may apply to any on-site training. If provided, these forms must be completed and returned to the course registrar as set forth in the "Contact Us" section at TIBCO Educational Services Programs. TIBCO's performance under an Ordering Document is conditioned upon our timely receipt of both the Classroom Set up Requirements Checklist and Contact Information.