TIBCO ISV Customer & SaaS Customer Specific Terms

1. The following additional terms apply to ISV Customer and SaaS Customer.
   a) During the Term, and for the purpose of supporting the Customer's implementation of its Customer Application, Licensor grants to Customer a non-exclusive and non-transferable license to:
      i. reproduce or modify copies of the Software source or binary code and integrate copies into the Customer Application set forth in an Order Form;
      ii. market the Software only as integrated into with the Customer Application to add substantial value to the Customer Application;
      iii. use the Software in connection with Customer's development, marketing, and support of the Software in combination with the Customer Application, in accordance with the Order Form; and
      iv. allow end users to access and use the Software, solely as part of the Customer Application.
   b) The foregoing license is subject to the following limitations: (i) each reproduced or modified copy of Software integrated with the Customer Application must be reproduced, modified, or integrated in such a way that the Software is not made available to any third party on a stand-alone basis independent of the Customer Application in which it is incorporated; and (ii) Customer shall require each end user to accept terms of use of the Customer Application that are no less protective of the Software than the Agreement.
   c) Customer may appoint resellers and third-party distributors to license, sublicense, and distribute the Customer Application incorporating the Software in the same manner as Customer is permitted to do so.
   d) Customer owns modifications it makes to the Software in connection with the Customer Application, provided however, that Customer shall not use modifications in connection with the Customer Application in a manner that is competitive, directly or indirectly, with Licensor. Customer may, with proper attribution and reproduction of any Licensor copyright or other proprietary notices, include the Documentation as part of the documentation for the Customer Application. The Documentation may not be re-sold or distributed on a stand-alone basis.
   e) Licensor shall not provide any Maintenance to an ISV Customer's or SaaS Customer's end users. Licensor will only provide third-level support directly to Customer for the Software. Customer shall be responsible for providing first- and second-level support (e.g., accepting and responding to all contacts and requests made by its end users). Licensor is not obligated to support any Customer Application.

2. The following additional terms apply to ISV Customers only:
   a) With respect to the TIBCO Jaspersoft Business Intelligence Suite Professional Software product, Customer may not incorporate any source code for the aforementioned Software product into the Customer Application or distribute or sublicense such source code.
   b) Customer shall provide a written report to Licensor, at least 90 days prior to the end of each Term, indicating the number of copies of the Customer Application incorporating the Software distributed during such Term. Customer shall not (and shall not permit third parties to) distribute or sublicense more copies of the Customer Application incorporating the Software than the quantity for which fees have been paid to Licensor. Upon 30 days' written notice and during normal business hours, Licensor may audit Customer's books and records relating to its use and distribution of the Software.
   c) Notwithstanding any termination provisions in an Agreement, all licenses to the Customer Application granted by Customer incorporating the Software properly granted by Customer during the term of an Order Form survive in accordance with the terms and conditions of the Customer's license agreement with its end users.

3. In the event that Customer wishes to re-brand or "white label" the Software, Customer shall include the phrase "Powered by TIBCO" on any distributed reports or report portal and shall not remove or delete any of Licensor's copyright or other proprietary notices.

4. Customer shall (a) employ reasonable professional standards in performance of its right and obligations under the Agreement and this Order Form, and (b) avoid deceptive, misleading, or unethical practices that may be detrimental to Licensor or the Software.

5. CUSTOMER FOR ITSELF AND ON BEHALF OF ITS EMPLOYEES AND AGENTS REPRESENTS AND WARRANTS THAT IT SHALL COMPLY WITH THE U.S. FOREIGN CORRUPT PRACTICES ACT OF 1977 (AS AMENDED), THE TIBCO BUSINESS CODE OF CONDUCT AND ETHICS, AND ANY SIMILAR LAWS IN THE COUNTRIES WHERE CUSTOMER IS PERFORMING UNDER THIS ORDER FORM, AND ALL APPLICABLE LOCAL ANTI-BRIBERY LAWS AND SHALL NOT PARTICIPATE IN, OR PROVIDE INFORMATION THAT COULD BE CONSTRUED TO FURTHER, ANY ECONOMIC OR OTHER TYPE OF BOYCOTT NOT SANCTIONED BY THE UNITED STATES GOVERNMENT AND APPLICABLE LOCAL LAWS.