



## Maintenance Terms

These Maintenance terms are incorporated by reference into the Master Terms.

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 at <https://terms.tibco.com/posts/2289668-service-levels-guide>.
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-Licensor 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.
12. Cumulative annual Maintenance fees after the initial Maintenance Term will increase by 5% year-over-year.
13. Maintenance for Equipment is stated in the Equipment Maintenance Program guide located at <https://www.tibco.com/sites/tibco/files/resources/equipment-maintenance-program-guide.pdf>.