Maintenance Terms

These Maintenance terms are incorporated by reference into the End User Agreement.

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

2. Company will use commercially reasonable efforts to resolve defects according to the problem severity as determined by Company pursuant to the current version of the Service Levels Guide located at https://www.cloud.com/content/dam/cloud/documents/legal/service-level-guide.pdf.

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 or Cloud Service, Customer may pay Company to fix the problem on a time and materials basis, plus Expenses.

4. Subject to the quantity of Software or Cloud Services 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 Company or its authorized resellers or distributors. Customer's right to use Updates extends to any supported Platform then currently available for each discrete Software or Cloud Service under Maintenance.

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

6. Company reserves the right to make fixes only to the most current version of the relevant Software or Cloud Service, 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. Company does not provide Maintenance for any (a) non-Company Software or Cloud Service, (b) custom configuration, (c) product modification, (d) new products and functionality that Company provides for an additional fee, (e) services performed at a Customer site, or (f) Materials.

8. The Order states the initial Maintenance Term for Perpetual or Term licenses. Unless either party provides written notice to the other party prior to the termination of the current Term,, Maintenance will auto-renew for successive one year terms, subject to any termination rights stated in the Agreement. Maintenance for subsequently acquired Software or Cloud Service will be prorated to expire with the then-current annual Maintenance Term.

9. Customer must purchase the same service level of Maintenance for all quantities of Software or Cloud Service products that it has licensed from Company 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. Company may suspend Maintenance upon 10 days written notice to Customer in the event Customer is in breach of this Agreement.

10. 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.