



Supplemental Terms – Software Services

These Supplemental Terms for Software Services form a part and are incorporated in the Master Terms which can be found at <https://terms.tibco.com/posts/859129-terms>.

1. License Grant and Restrictions

(a) License Grant. Subject to timely payment of the Software Services fees and compliance with the terms of the Agreement, Licensor hereby grants to Customer for the Term a limited, non-transferable, non-sublicensable, non-exclusive license to (i) access and use the Software Services set forth in an Order Form and (ii) run and install those off-line Software components provided by Licensor, if any, that are part of the Software Services solely as necessary and intended for use in conjunction with the Software Services. Use of the Software Services, including off-line Software components, shall be solely for Customer's internal business purposes. Use of the Software Services is expressly limited to the business model configuration, if any, and to the maximum Number of Units and the use rights and limitations as set forth in the Order Form. Additional Units must be purchased under an additional Order Form at the pricing and under the licensing model in effect at the time the additional Units are added, in the event actual use exceeds the licensed quantities.

(b) License Grant Restrictions. Customer agrees it shall not: (i) use any other off-line Software components even if additional Software are made available to Customer as part of Licensor's general delivery mechanisms; (ii) except as set forth in an Order Form, (1) provide access to the off-line Software components or Software Services to anyone other than Authorized Users, or (2) lease, rent or commercially share (including time-share) or otherwise use the Software or Software Services for purposes of providing a service processing, including, without limitation, providing third-party hosting, application integration, application service provider-type services, service bureau or for any similar services; (iii) use or access any embedded or bundled component of the 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 in the Software Service; (iv) create Internet "links" to or from the Service, or "frame" or "mirror" any Content; (v) modify, translate, reverse engineer, decrypt, decompile, disassemble, create derivative works based on, or otherwise attempt to discover any source code or underlying ideas, techniques or algorithms associated with the Software object code,. Customer may engage in such conduct as is necessary to ensure the interoperability of the off-line Software components as required by law, provided that 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. Customer shall use Third Party Software solely in conjunction with the Licensor Software and Customer shall have no broader use rights with respect to the Third Party Software than it has to the Licensor Software. 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) Acceptable Use. Customer represents and warrants that it shall (a) be responsible for Customer's Authorized Users and any end users' use of the Software Services in accordance with any applicable Documentation, the terms of the Agreement and all applicable laws and government regulations (b) not store or transmit infringing, libelous, indecent, harmful or otherwise unlawful or tortious material or malicious code, or to store or transmit material in violation of third-party rights (including but not limited to any privacy laws and data protection laws), (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Software Services, and notify Licensor promptly of any such unauthorized access or use, (d) not breach or attempt to breach the security of the Software Services or any network, servers, data, computers or other hardware relating to or used in connection with the Software Services, or any third party that is hosting or interfacing with any part of the Software Services; (e) not use or distribute through the Software Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Software Services or the operations or assets of any other customer of Licensor or any third party; (f) not otherwise interfere with or disrupt the integrity or performance of Software Services, (g) not use, nor permit Customer's end users to use, Software Services to promote any illegal activities or post any materials in violation of any law or government regulations (h) ensure that that no software or Output provided by Customer or Customer's end users in connection with use of

Software Services will contain any malicious or hidden mechanism, viruses or code for the purpose of damaging or corrupting Software Services and (i) not input or use any Protected Data with Alpha, Beta, Developer Evaluation, Free Trial or, evaluation versions of Software Services. Customer is solely responsible for monitoring its Authorized Users' and end users' access to and use of the Software Services. Licensor has no obligation to verify the identity of any person who gains access to the Software Services by means of an access ID. Any failure by any authorized user to comply with the Agreement shall be deemed to be a material breach by Customer, and Licensor shall not be liable for any damages incurred by Customer or any third party resulting from such breach. Customer must immediately take all necessary steps, including providing notice to Licensor, to effect the termination of an access ID for any authorized user if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred. Licensor may remove any violating content posted or transmitted through the Software Services, without notice to Customer. Licensor may suspend or terminate any user's access to the Software Services upon notice in the event that Licensor reasonably determines that a user has violated the terms and conditions of this section.

(d) If Customer uses any third party software, including any open source software, in conjunction with any Software Services, Customer must ensure that such use does not cause the Software Services to become subject to any third party license applicable to such third party software that requires that any Licensor property or Software Services be (i) disclosed or distributed in source code form; (ii) made available free of charge to recipients; or (iii) modifiable without restriction by recipients.

2. Software Services.

(a) Term. Software Services commence on the Order Form Effective Date and continue for the duration indicated on the Order Form. Following the end of the initial term, Software Services shall automatically renew continuously for the same length as the initial term unless either party gives written notice at least sixty (60) days prior to the end of the initial or any renewal Term, of its intention to terminate.

(b) Access and Delivery. Licensor will provide Customer online access to and use of the Software Services via the Internet by use of a Licensor-approved Customer-provided browser. The Software Services will be hosted on a server that is maintained by Licensor or its designated third party. Customer is solely responsible for obtaining and maintaining at its own expense, all equipment needed to access the Software Services, including but not limited to Customer's Internet access, encryption technology and adequate bandwidth. Off-line Software components shall be delivered electronically and delivery deemed complete when made available to Customer.

(c) Changes. Access is limited to the version of the Software in Licensor's production environment. Licensor regularly updates the Software Services 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. Licensor will notify Customer of any material change to or discontinuance of the Software Services.

(d) Security; Back-Ups. Licensor will implement reasonable and appropriate measures designed to secure Customer data and Output against accidental or unlawful loss, access or disclosure, however such measures are not intended to replace Customer's obligation to maintain regular data backups or redundant data archives.

(e) Storage Space. Software Services 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 Documentation, web-store or website. Licensor shall provide storage space for Customer's use of the Software Services up to the amount set forth on the applicable Order Form. Additional storage space, if required, is subject to additional charges at Licensor's then prevailing rates.

(f) Service Availability. Licensor shall use commercially reasonable efforts to make the Software Services generally available in accordance with the Service Level Guide applicable to each Software Service ("Service Availability"). Service Availability does not include interruption of Software Service as a result of (i) planned downtime for maintenance (ii) Internet Unavailability, (iii) Independent Customer Activity or (iv) force majeure events or other events that are not under Licensor's control. Service Availability and the Service Level Guide do not apply to Third Party Software.

(g) Third-Party Providers. Certain third-party providers, some of which may be listed on Licensor website, offer products and services related to the Software Service, including implementation, customization, and other consulting services and applications (both offline and online) that work in conjunction with the Software Services, such as by exchanging data with the Software Service or by offering additional functionality. Licensor is not responsible for any exchange of data or other interaction or transaction between Customer and a third-party provider, including purchase of any product or service, all of which is solely between Customer and the third-party provider. Further, the Software Services may include Third Party Software. Customer understands that Licensor has no control

over the Third Party Software and that Customer's ability to access and use the Third Party Software may be suspended or terminated at any time, for any reason, at the third party service provider's discretion.

(h) Links. The Software Services may contain links to other websites or resources. Customer acknowledges and agrees that Licensor is not responsible or liable for (a) the availability or accuracy of such sites or resources; or (b) the content, advertising, or products on or available from such website or resources. The inclusion of any link on the Software Service does not imply that Licensor endorses the linked website. Customer uses the links at its own risk.

3. Warranties and Remedies.

(a) Customer represents and warrants that it has the right to use the Output and Personal Data.

(b) Licensor warrants that for 90 (ninety) days following the Delivery Date (the "Software Warranty Period") , (i) the Software Services, as updated by Licensor and used by Customer in accordance with the Documentation, shall perform substantially in accordance with the Documentation under normal use and circumstances and (ii) the off-line Licensor Software components included in the Software Services as updated by Licensor and used by Customer in accordance with the Documentation, will operate in all material respects in conformity with the functional specifications described in the Documentation. If the Software Services or the off-line Licensor Software component does not perform as warranted during the Software Warranty Period, Licensor shall use commercially reasonable efforts to correct Errors. As Customer's exclusive remedy for any claim under this warranty, Customer shall promptly notify Licensor in writing of its claim within the Software Warranty Period. Provided that such claim is determined by Licensor to be Licensor's responsibility, Licensor shall, within 30 (thirty) days of its receipt of Customer's written notice, (i) correct such Error; (ii) provide Customer with a plan reasonably acceptable to Customer for correcting the Error, or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from Licensor, then Licensor may terminate the affected Software Services and Customer will be entitled to a refund of the pre-paid unearned license fees paid for the affected Software Services. The preceding warranty cure shall constitute Licensor's entire liability and Customer's exclusive remedy for cure of the warranty set forth herein.

(c) Licensor is not responsible for any claimed breach of any warranty set forth in this Section caused by: (i) modifications made to the Software Services or the Licensor Software by anyone other than Licensor; (ii) the combination, operation or use of the Software Services or Licensor Software with any items not certified by Licensor; (iii) Licensor's adherence to Customer's specifications or instructions; (iv) Errors caused by or related to Internet Unavailability, customizations or Independent Customer Activity; (v) Third Party Software or (vi) Customer deviating from the operating procedures described in the Documentation. Correction for defects or issues traceable to the above warranty exclusions shall be billed at Licensor's standard time and material charges.

4. Output in Software Services

(a) Customer has sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use the Output. Licensor claims no ownership over any of Output in Software Services. Customer retains copyright and any other rights Customer already holds in the Output, and Customer is responsible for protecting and enforcing those rights, as appropriate, and Licensor has no obligation to do so on Customer's behalf. To the extent permitted by applicable law, Customer agrees that it is solely responsible for (and that Licensor has no responsibility to Customer or to any third party for) the accuracy, quality, integrity and legality of any Output that Customer, Authorized Users or Customer's end users, creates, transmits, submits, or displays while using Software Services and for the consequences of Customer's actions, including any loss or damage which Licensor may suffer, by doing so.

(b) In the event that Customer is providing Output to Licensor for the purpose of enabling Licensor to populate its website or other free public posting, Customer grants Licensor a worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, store, publish, publicly perform, publicly display and distribute such Output by submitting, posting or displaying the Output on or through Software Services.

(c) Unless otherwise agreed to by the parties or as stated in the Documentation, Output that Customer creates, transmits, submits, or displays while using Software Services, is controlled by Customer, Authorized Users or Customer's end users, not by Licensor and Customer agrees that Licensor has no responsibility or liability for the destruction, deletion, loss of any Output or failure to store any Output and other communications maintained or transmitted through use of Software Services. Unless otherwise stated in an Order Form, Customer further acknowledges that it is solely responsible for securing and backing up any Output utilized in conjunction with Software Services.

(d) Customer agrees that Licensor may limit, at Licensor's sole discretion, the number of transmissions Customer may send or receive through the Software Services, the amount of storage space Customer may use for the Software Services, and the bandwidth Customer may use in connection with the Software

Services, without any prior notice to Customer. The Software Services are provided in accordance with applicable laws. In the event that Licensor disables access to Customer's account for Software Services, Customer shall not use any component that may be downloaded onto Customer's systems while the Software Services are disabled.

(e) Customer agrees that Licensor may access systems which host its Output in the course of providing routine administration, technical support services and Maintenance; in doing so, Licensor shall not utilize and shall make no record of Customer's Output. If Customer is using a free version of the Software as Software Services, Licensor reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Output from Software Services.

(f) Customer is responsible for handling and processing of notices it receives from any third party claiming that Customer's Output in connection with Software Services violates such party's rights including, without limitation, notices pursuant to the Digital Millennium Copyright Act.

(g) Licensor has no obligation to retain Customer data or Output after three months of the expiration or termination of Software Services.

5. Personal Data. Customer represents and warrants that its customers and any persons whose Personal Data is being processed by Licensor through the Software Services (the "Data Subject") has been informed of and consented to (a) the collection, processing and/or use of its personal data, (b) its right to object at no cost to the collection, processing and/or use of its personal data, (c) the purpose of the collection, processing and/or use of its personal data, (d) its personal data being exported to others countries, including outside the European Union, (e) being contacted by commercial third parties, for marketing and other purposes, and (f) any other requirement as set out in applicable local data protection law. Customer hereby agrees to indemnify and hold Licensor harmless against any and all damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of this Section. This Section shall survive expiration or termination of the Agreement or any Order Form for Software Services.

6. Indemnity. Customer shall defend, indemnify and hold Licensor, its licensors, and its and their respective parents, subsidiaries, affiliates, officers, directors, employees, and agents harmless from and against any and all losses arising out of or in connection with a third party claim concerning (a) the Output or the combination of the Output with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by the Output or by the use, development, design, production, advertising or marketing of the Output; (b) any and all losses, including without limitation, data loss or damage to hardware, software and other property arising from Customer's acts and omissions in using the Software Services, including without limitation Independent Customer Activity; (c) Customer's or its users of the Software Services in violation of the terms of this Agreement or applicable law; or (d) a dispute between Customer and any of its users. This Section shall survive expiration or termination of the Agreement or any Order Form for Software Services. The limitation of liability set out in the Master Terms shall not apply.

7. Alpha, Beta, Developer Evaluation, Free Trial and Evaluation License

(a) If the Software is provided or accessed for Demonstration or Evaluation purposes or for Alpha or Beta testing, then Customer agrees, in addition to all other applicable terms and conditions, (i) to use the Software solely for such purposes, (ii) that the Software will not be used or deployed in or on a Production or development environment, (iii) that such use shall automatically terminate upon the earlier of (1) thirty (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 (iv) that the Software is provided "AS IS" without Maintenance or any warranties or indemnities.

(b) If the Software is provided or accessed for Developer evaluation, then Customer agrees (i) to use the Software solely for development evaluation purposes, (ii) that such use shall not be in a Production environment; (iii) that such use shall automatically terminate upon the earlier of (1) ninety (90) 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 Software Services and (iv) that 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.

(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.

8. Definitions. Capitalized terms used and not otherwise defined herein, are defined at <https://terms.iibco.com/posts/845635-definitions>.

Additional Definitions:

"Internet Unavailability" means Licensor's inability to access, or Licensor inability to provide, the Software Service through the Internet due to causes outside of Licensor direct control, including, but not limited to: (i) failure or unavailability of Internet access; (ii) unauthorized use, theft or operator errors relating to telephone, cable or Internet service provider; (iii) bugs, errors, configuration problems or incompatibility of equipment or services relating to Licensor's computer or network; or (iv) failure of communications networks or data transmission facilities, including without limitation wireless network interruptions.

"Independent Customer Activity" means: (i) use of equipment by Customer not provided or previously approved by Licensor; or (ii) negligent acts or omissions or willful misconduct by Customer or its Authorized Users or Customer's end users.

9. **Additional product specific terms** are set forth at <https://terms.tibco.com/posts/860094-additional-licensor-product-specific-terms>.

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