



Supplemental Terms – Perpetual Software License

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

1. Perpetual License Terms

(a) License Grant. Subject to timely payment of the license fees and compliance with the terms of the Agreement, Licensor hereby grants to Customer a limited, non-transferable, non-sublicensable, non-exclusive and Perpetual license to install, run and use the Software set forth in an Order Form solely for Customer's internal business purposes. Use of the Software 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 and associated Maintenance must be purchased under an additional Order Form at the pricing and under the licensing model in effect at the time the additional licenses and services are added, in the event actual use exceeds the licensed quantities.

(b) Delivery. Software shall be delivered electronically and delivery deemed complete when made available to Customer.

(c) License Grant Restrictions. The Perpetual license granted does not permit Customer to: (i) make more copies of the Software than the specified Number of Units set forth 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 an Authorized User; (iv) sublicense, distribute or pledge the Software or any of the rights herein; (v) lease, rent or commercially share (including time-share) or otherwise use the Software for purposes of providing processing services, including, without limitation, providing third-party hosting, application integration, application service provider-type services, service bureau or for any similar services; (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; and (vii) 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. Customer may engage in such conduct as is necessary to ensure the interoperability of the Software 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 Licensor Software product name or listed in an Order Form or purchase order.

(d) If Customer uses any third party software, including any open source software, in conjunction with any Software, Customer must ensure 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 the purpose of making derivative works.

(e) Limited Warranties and Remedies. Licensor warrants that, for ninety (90) days following the Delivery Date ("Software Warranty Period"), the Licensor 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. Licensor is not responsible for any claimed breach of any warranty set forth in this section 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 part of the certified operating environment; (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. Correction for defects or issues traceable to the above warranty exclusions shall be billed at Licensor's standard time and material charges. If the Licensor Software 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 thirty (30) 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 Licensor Software license and Customer will be entitled to a refund of the license fees paid for the affected Licensor Software. The preceding warranty cure shall constitute Licensor's entire liability and Customer's exclusive remedy for cure of the warranty set forth herein.

2. Developer Evaluation, Free Trial and Evaluation License

(a) If the Software is provided or accessed for Demonstration or Evaluation purposes, 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 receive 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 Licensor Software is provided or accessed for Developer evaluation, then Customer agrees (i) to use the Licensor 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 Licensor 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 Licensor Software is provided "AS IS" without Maintenance or any warranties or indemnities.

(c) If Customer is using a free trial version of Licensor Software, Licensor may stop providing the Licensor 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.

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

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

5. **Foresight.** Should the Order Form include Software products of the Foresight Product Line, the Supplemental Terms – Foresight set forth at <https://terms.tibco.com/posts/1452906-supplemental-terms-tibco-foresight> shall apply.