



## Supplemental Terms – Maintenance

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

### 1. Software.

- (a) Licensor will use commercially reasonable efforts to resolve defects according to problem severity determined by Licensor in accordance with the applicable Maintenance service levels set forth in the Order Form and as more fully described in the Service Levels Guide a current version of which can be found at <https://terms.tibco.com/posts/848144-service-levels-guide>.
- (b) During the Maintenance Term, Customer may notify Licensor's support center or customer portal of an error, defect, or malfunction in the Software. Maintenance includes the right to use Updates as replacements for existing copies, whether provided under Maintenance, Warranty or which are provided for any other reason by Licensor, or Licensor's respective authorized resellers or distributors.
- (c) Subject to the quantity of Software licensed and payment of any applicable Maintenance fees, Customer's right to use Updates extends to any supported Platform then currently available for each discrete Software product under Maintenance. Updates may include new or additional Platforms that are deemed (at TIBCO's sole discretion) to have no more than a minimum difference in price, features and functionality from previously available Platforms
- (d) Licensor shall provide Maintenance for a release version of the Software products for at least twelve 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 twelve months advance written notice prior to retirement of any Software product.
- (e) In order to receive Maintenance, including Updates, Customer shall provide: (i) a detailed problem description; (ii) a method for repeatedly reproducing the problem; and (iii) reasonably continuous access to a Customer's contact.
- (f) Maintenance does not include support for any non- Software, custom configuration, product modification, new products and functionality for which Licensor is charging an additional license fee, services at a Customer site, or any work product provided under Consulting Services.
- (g) 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.
- (h) In the event that a request for Maintenance reveals that the cause of the problem is not an error, defect or malfunction in the unmodified Software, Customer shall pay Licensor for its work on a time and materials basis, plus meals, lodging, travel and other reasonably necessary out-of-pocket expenses.
- (i) For Perpetual or Term licenses, the initial Maintenance Term shall be for one year commencing on the Order Form Effective Date, unless otherwise stated in the relevant Order Form. Upon expiration of the initial Maintenance Term, the Maintenance Term will auto-renew (subject to any rights of termination as set forth in a contract with Licensor), for successive one (1) year terms. Maintenance fees for subsequently acquired Software will be prorated to expire with the then-current annual Maintenance Term.
- (j) Maintenance for a Subscription Term may be included in the Software Services or Subscription fees, Maintenance terminates on expiration of the Subscription Term.
- (k) 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. For the avoidance of doubt, Maintenance fees are based on cumulative license fees paid.

(l) Reinstatement of Maintenance is subject to payment of Maintenance fees for any period during which Maintenance had lapsed and for the twelve month period commencing with the date Maintenance is reinstated.

(m) Cumulative annual Maintenance fees after the initial Maintenance term shall increase by five (5)%.

2. Equipment. Maintenance for Equipment is as set forth at [http://www.tibco.com/assets/blt37cd68fa6bc6f6ed/equipment-maintenance-program-guide\\_tcm8-16160.pdf](http://www.tibco.com/assets/blt37cd68fa6bc6f6ed/equipment-maintenance-program-guide_tcm8-16160.pdf).

Maintenance for Software embedded in Equipment is as set forth in 1 above.

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