



## Global Contractor Agreement – U.S. Services Supplement

This U.S. Services Supplement applies for Services performed in the U.S., and the following subsections are included, numerically in the order specified, to the Global Contractor Agreement:

**Section 2.5** Upon execution of this Agreement, Contractor shall provide to TIBCO such documents confirming it as a United States tax resident, including a valid taxpayer identification number (“TIN”) and a U.S. tax form W-9. If Contractor is a non- U.S. entity performing Services in the U.S., Contractor, upon execution of this Agreement, shall provide to TIBCO a valid U.S. tax form W-8BEN and a valid U.S. (TIN). Contractor’s invoices shall include the details of any U.S. source income and any non- U.S. source income listed in its invoices that may be needed by TIBCO in order for it to comply with any U.S. tax reporting and withholding obligations. Any U.S. withholding taxes, interest or penalties that become payable as a consequence of Contractor’s failure to furnish this information shall be deducted from TIBCO’s payments to Contractor to be paid by Contractor. In the case of any withholding, TIBCO will provide Contractor with an original withholding certificate.

**Section 6.1** The Work Product constitutes “works made for hire” within the meaning of 17 U.S.C. 101.

**Section 8.4** If Contractor personnel is performing staff augmentation services for TIBCO (“Staff Personnel”), in the United States, Contractor shall: (a) retain I-9 form (Employment Eligibility Verifications) for the Staff Personnel during the term of the applicable Service and for three (3) years following the termination of the Services; (b) promptly respond to any inspection demand by the Department of Homeland Security, U.S. Department of Labor, or any other government agency regarding Contractor’s immigration records for the Staff Personnel; (c) immediately notify TIBCO in writing of any work site enforcement actions, audits, or investigations by the Department of Homeland Security, U.S. Department of Labor, or any other governmental agency concerning immigration compliance issues; and (d) remove from TIBCO Services any Staff Personnel that TIBCO reasonably believes lacks proper employment authorization. TIBCO may terminate the Services or Agreement if Contractor fails to comply with this Section 8.4.

**Section 10.2** Contractor shall maintain the following insurance policies: (i) Commercial General Liability coverage on an occurrence basis for limits of no less than the equivalent of USD 1,000,000.00 Combined Single Limit per occurrence and USD 2,000,000.00 in aggregate; (ii) Auto Liability for owned, non-owned, and hired automobiles for limits of no less than USD \$1,000,000.00 Combined Single Limit; and (iii) Worker’s Compensation in the state in which the Contractor will be providing Services, including Employer’s Liability for limits of no less than USD \$1,000,000.00 per occurrence. Each such policy (with the exception of Worker’s Compensation) will (i) name TIBCO Software Inc. and its subsidiary entities, as an additional insured, (ii) provide for severability of interests, (iii) waive subrogation and (iv) require at least 30 days written notice to TIBCO prior to cancellation, except for non-payment, which requires at least 10 days written notice to TIBCO prior to cancellation. Contractor will provide to TIBCO a Certificate of Insurance evidencing such coverage within 10 days of the Effective Date of this Agreement.

**Section 11.3** By its execution of this Agreement, Contractor certifies that Contractor, or its principals, are not debarred, suspended, or proposed for debarment by the U.S. federal government. If the Contractor is debarred, suspended, or proposed for debarment by the U.S. federal government, Contractor shall disclose such information to TIBCO before executing this Agreement. Contractor shall execute and deliver to TIBCO such documents as may be required to evidence compliance. All laws and regulations required in agreements or character are hereby incorporated by this reference, including Executive Orders 10925, 11141, 11246, 11375 and 11598, as amended and any subsequent executive order relating to equal opportunity for employment on government contracts and all rules and regulations of the United States President’s Committee on Equal Employment opportunity.