



Additional terms for Distributor Partners, Reseller Partners and VAR Partners

1. License

- 1.1 Licensor hereby grants Partner a non-transferable, non-exclusive limited license to market, sub-license, distribute, install and support the Software to End Users within the Territory for the term of the Agreement. The licensing model for the Software is set out in the Order Form and the terms and conditions for the different licensing models are located at <https://terms.tibco.com>.
- 1.2 Unless Partner has an agreement in place with Licensor's strategic partner operating in the following countries, in no event may a Partner resell, distribute, or sublicense Software in the following countries: Algeria, Angola, Bahrain, Benin, Botswana, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo (Brazzaville), Congo (Democratic Republic), Côte d'Ivoire, Denmark, Djibouti, Egypt, Equatorial Guinea, Eritrea, Estonia, Finland, Gabon, The Gambia, Ghana, Guinea, Guinea-Bissau, Iceland, India, Iraq, Israel, Japan, Jordan, Kenya, Kuwait, Latvia, Lebanon, Lesotho, Liberia, Lithuania, Madagascar, Malawi, Mali, Mauritania, Mauritius, Morocco, Mozambique, Namibia, Niger, Nigeria, Norway, Oman, Pakistan, Qatar, Réunion, Rwanda, Sao Tome and Principe, Saudi Arabia, Senegal, Seychelles, Sierra Leone, Somalia, South Africa, Swaziland, Sweden, Tanzania, Togo, Tunisia, Uganda, United Arab Emirates, Zambia, Zimbabwe.

2. End User Licensing

- 2.1 Subject to the payment by Partner of all fees due, Partner may solicit and accept orders solely from End Users for the right to use Software by End Users solely for their own internal operations and for processing of their own data. Partner represents and warrants that prior to distribution of the Software the End User will enter into an End User License Agreement at least as protective of Licensor as the terms of this Order Form and the Agreement. Alternatively, if delivery by TIBCO is made directly to the End User, then the following End User licensing terms shall apply <https://terms.tibco.com/#end-user-license-agreement>.

3. Sell Through

- 3.1 Partner shall promptly submit to Licensor a Purchase Order for the Software licensed upon execution of an End User License Agreement. Each such Purchase Order shall (a) be issued on Partner's letterhead, (b) contain the following statement: "License, maintenance and/or services set forth herein are purchased solely under the terms and conditions of the [enter applicable agreement by title and effective date]. No other terms shall apply.", (c) list by line item each item of Software, the quantity being ordered, and the first year Maintenance fee, (d) include, at a minimum the End User's company name and city/country location, and (e) a stated renewal Maintenance fee or rate (if different than the first year Maintenance fee).
- 3.2 Additionally, Partner shall provide with each Purchase Order, evidence that Partner has sublicensed the Software, Maintenance, and/or services to an End User ("Sell-Through"). Evidence of Sell-Through may be an End User purchase order listing the Software, or may be a copy of the signature page of the executed End User License Agreement between Partner and End User along with an excerpt of language containing the grant of license to the Software. Any Confidential Information of Partner contained in an End User purchase order (such as pricing of the Software) may be redacted by Partner. Upon Licensor's request, Partner shall submit a copy of all executed End User License Agreements, which if not in English, will be submitted with an English translation.

4. Fees

- 4.1 The fees payable for each Unit of Software shall be the list price for the Software set forth in Licensor's then current list prices (the "Price List") that is in effect on the date Licensor receives Partner's purchase order. License fees shall be less the applicable Partner discount stated at the Website or as provided in a quotation issued by Licensor. Annual Maintenance fees (if any) are based on the net license fee paid by Partner to Licensor and calculated based on the Maintenance percentage set forth in the Order Form or, if different, the then current percentage rate in the Price List for the applicable Maintenance level for the first year Maintenance fee. Licensor reserves the right to change its Price List at any time. If prior to a Price List change Partner had provided a written quote with a firm price to an End User, then subject to Partner providing a copy of such quote and the quote resulting in the execution of an order by the End User within 60 days following the date of the quote, the Price List in effect on the date of the quote will apply.



- 4.2 Partner may request special pricing from Licensor on a case-by-case basis, which Licensor may, at its sole discretion, accept or reject. In the event that Licensor does not agree to such special pricing then Partner has the option to: (a) decline to bid to its prospective End User or (b) bid and pay Licensor on any order received at the then current price.
- 4.3 Nothing in the Order Form or the Agreement shall restrict or in any way establish the prices at which Partner sublicenses the Software or sells services, or Partner sells or licenses its own products, services and support to its End Users.

5. Maintenance

- 5.1 Maintenance for the Software, if ordered, is provided under the terms at <https://terms.tibco.com/posts/845633-maintenance>.
- 5.2 Partner acknowledges and agrees it has the sole responsibility to support and provide Maintenance to End Users. Partner shall provide End Users with prominent notice and instruction to direct all support or Maintenance calls and correspondence to Partner. Licensor will not handle any request for support or Maintenance from End Users.
- 5.3 Licensor will provide Partner with Maintenance for Software subject to Partner (a) confirming the eligibility of the applicable End User under Maintenance, and (b) Partner providing Licensor with documentation evidencing Partner's diagnosis of the problem reported by the End User, a detailed problem description, and evidence of repeated replication of the problem in Partner's own environment where the cause of the problem has been identified by Partner as the Software.