



Additional Terms for ISV Alliance Partners

1. Development License

- 1.1 In addition to the license grant contained in the Partner Terms, Licensor hereby grants Partner (also known as the "ISV Alliance Partner"), for the Term, a non-transferable, non-exclusive, limited license within the Territory to use the Software set forth in Appendix A for internal development purposes solely to create products that integrate with or otherwise communicate with ISV Alliance Partner's software ("Partner Solution"). The Partner Solution is owned by Partner and includes Partner's pre-existing software and/or intellectual property developed by or for Partner, and any derivatives thereto, that are separate from the Software. Pursuant to this license grant, ISV Alliance Partner may not embed any Licensor code or Licensor's intellectual property, application programming Interfaces (the "API's"), or Confidential Information into any Partner Solutions. ISV Alliance Partner may include "calls" to Licensor API's in the Partner Solutions, but solely to the extent necessary to invoke applicable Licensor API's, and only on the condition that: (i) the Partner Solutions must dynamically link to Software products, and (ii) all documentation and licenses for the Partner Solutions must contain prominent statements that any user of the Partner Solutions must have a valid license to the applicable Software products, including any Software "dynamic libraries". Except as otherwise set forth above, ISV Alliance Partner may not use Licensor's name, logo or trademarks in connection with the Partner Solutions, without the prior written permission of Licensor.
- 1.2 ISV Alliance Partner shall not: (i) use the Software for general business operations or for providing third party training, (ii) transfer, sell, assign or otherwise convey the Software to another party, (iii) make modifications or additions to the Software, including modifications to any API's, or (iv) distribute all or any portion of the Software, including API's, except to the extent set forth above.
- 1.3 If Partner is developing a Partner Solution in connection with a TIBCO Labs Project, in addition to these Additional Terms for ISV Alliance Partners, such development is subject to the Additional Terms - TIBCO Labs located at <http://terms.tibco.com/#tibco-labs-partners>.

2. Representations, Warranties, and Indemnity

- 2.1 Partner represents and warrants that: (i) Partner possesses all rights in, or has appropriate licenses for (including without limitation any copyright, trademark, trade secret or other intellectual property rights), any Partner Solution developed in accordance with these terms and is in compliance with all such licenses; (ii) all Partner account information is complete, accurate, and up-to-date; (iii) the development by Partner and Partner's customers' use as authorized by Partner of the Partner Solution does not violate any applicable laws, regulations, or third party rights (including without limitation intellectual property rights, data protection laws, or privacy rights); (iv) Partner shall not engage in any illegal or fraudulent business practice in connection with developing, marketing, offering, licensing, or otherwise making available the Partner Solutions; (v) the Partner Solution, when distributed or otherwise made available by Partner to its customers, does not contain any virus, computer code, routines, or devices designed to disable, damage, impair, or erase any systems, software, or data; and (vi) Partner shall not access or collect any data from any webpage or property of Licensor, unless expressly permitted in writing by Partner.
- 2.2 Indemnity. In addition to any other requirements in this Agreement, Partner will defend, indemnify, and hold harmless TIBCO and its subsidiaries and their respective directors, officers, employees, contractors, agents, and end users ("Indemnified Parties") against any third party claim, suit, or proceeding ("Claim") and any liability, damage, loss, cost, and expenses (including attorney's fees) arising from the Claim ("Damages") threatened or brought against an Indemnified Party alleging (i) that the Partner Solutions infringes (including contributory infringement) or misappropriates any third party intellectual property right; (ii) breach of any law or regulation, including without limitation any data protection or data privacy law resulting from or relating to the Partner Solution; (iii) the Partner Solution causes damages to any third party's systems, data, or property. The Indemnified Party will provide Partner written notice of any Claim within a reasonable time after the Indemnified Party receives written notice of the Claim; or (iv) any other facts that, if proven, would be a breach of any representations or warranties of Partner contained in the Partner Terms, including but not limited to the representations and warranties contained in section 2.1 of these Additional Terms for ISV Alliance Partners. The Indemnified Party's failure to provide timely written notice will not excuse Partner's obligation under this Agreement. The Indemnified Party will allow Partner to assume sole control of the defense, but the Indemnified Party may participate in the defense at its own expense and be represented by its own counsel. Partner will not settle any Claim or enter any settlement of a Claim that binds an Indemnified Party, without the Indemnified Party's prior written consent, which will not be unreasonably withheld or delayed.

3. Co-marketing Program



- 3.1 **Marketing Activities.** ISV Alliance Partner and Licensor will use good faith efforts to market and promote the Software and ISV Alliance Partner Solution by engaging in activities mutually agreed upon by the parties. If applicable, the parties will develop a joint marketing plan describing the Marketing Activities and timelines. Except as set forth in this Agreement, neither party will issue any press release or make any public announcement(s) relating to this Agreement without the other party's prior written consent.
- 3.2 **Partner Statement.** Once the Partner Solution(s) is created by ISV Alliance Partner, ISV Alliance Partner will provide a brief statement for inclusion in Licensor promotional or marketing materials, such as, but not limited to, solution or product websites and presentations.
- 3.3 **Case Study.** Licensor will have the right to reference the Partner Solution as a case study for the solutions that were developed. Subject to ISV Alliance Partner's prior written approval in each instance, Licensor may interview, tape, videotape, and record ISV Alliance Partner's employees, contractors, and end users to gather information for creating the case study, and ISV Alliance Partner will cooperate with Licensor to create such a case study. ISV Alliance Partner agrees to obtain sufficient permissions from those persons whose quotes, names, or pictures appear in the documentation, in order to grant Licensor, the rights in this Section. Licensor may use ISV Alliance Partner's name, trademarks, service marks, logos, and descriptions of the Partner Solution in the case study. Partner will review the final case study for factual accuracy and to prevent the inadvertent release of ISV Alliance Partner confidential information, and ISV Alliance Partner will provide written approval or comments. Licensor shall comply with the Partner's trademark guidelines. Each party will have the right to use, publish, reference, and display the final, approved case study, in whole or through unedited excerpts (in any case which must include the references to Licensor Software), in all forms of media now or hereafter known, and to sublicense the foregoing rights to third parties.

APPENDIX A - Licensor Software

Except as stated below in Exclusions, licenses granted apply to all generally available Licensor Software.

TIBCO reserves the right to adjust the available Licensor Software at any time.

Exclusions. The licenses granted under this Agreement do not apply to the following Software, and ISV Alliance Partner shall not download or otherwise access such Software under this Agreement.

- TIBCO LogLogic LX Appliances
- TIBCO LogLogic MX Appliances
- TIBCO LogLogic ST Appliances
- TIBCO LogLogic Enterprise Virtual Appliance
- TIBCO RTView
- TIBCO RTView - Standard Monitor System
- TIBCO RTView for ActiveMatrix BusinessWorks
- TIBCO RTView for BusinessEvents
- TIBCO RTView for Enterprise Message Service
- TIBCO OpenSpirit Extension for ArcGIS
- TIBCO OpenSpirit Runtime
- TIBCO OpenSpirit Scan Utility
- TIBCO OpenSpirit Connect Sub-Surface Viewer